DISCUSSION

20. Revised Title to read:

John Wayne Airport - Adopt resolution certifying Program Environmental Impact Report 627 for General Aviation Improvement Program, including related Findings of Facts, in support of Findings, Mitigation Monitoring and Reporting Program and Statement of Overriding Considerations for Proposed Project or Alternative 1, 2 or 3; consider the Proposed Project and Alternatives 1, 2, and 3; and adopt resolution approving General Aviation Improvement Program Alternative 1 selecting one of the four options - District 2 (Continued from 4/23/19, Item 35)

24. Continued to 5/21/19, 9:30 a.m.

25. Continued to 5/21/19, 9:30 a.m.

28. Revised Title to read:

County Executive Office - Approve grant applications/awards submitted by Health Care Agency, OC Community Resources, Sheriff-Coroner and District Attorney in 5/7/19 grant report and other actions as recommended; adopt resolution authorizing HCA Director or designee to submit and execute application, related documents and amendments to State Department of Resources Recycling and Recovery for Local Enforcement Agency grant cycles 30th, 7/1/19 - 10/29/20 and 31st, 7/1/20 - 10/29/21; adopt resolution authorizing HCA Director or designee to apply, execute and submit Noncompetitive Allocation application and related documents to State Department of Housing and Community Development for allocation of No Place Like Home (NPLH) Program; adopt resolutions approving standard agreements TitleV-1920-22 ($833,788) and AP-1920-22 ($12,079,642) and related documents with California Department of Aging for Older Americans Act Programs, 7/1/19 - 6/30/20; authorizing OC Community Resources Director or designee to execute agreements, amendments and exercise cost contingency increase not to exceed 10% under certain conditions; adopt resolution authorizing OC Community Resources Director or designee to accept Emergency Solutions grant and execute standard agreement, any subsequent amendments and related documents to the program; adopt resolution authorizing District Attorney or designee to execute agreement VC9072 and amendments with California Victim Compensation Board for Criminal Restitution Compact Program, 7/1/19 - 6/30/22 ($273,948); adopt resolutions authorizing District Attorney or designee to execute grant award agreements and amendments with California Office of Emergency Services for Human Trafficking Advocacy Program, 1/1/19 - 12/31/19 ($150,000) which includes in-kind match ($37,500) provided by Waymakers, Inc. and Victim/Witness Assistance Program, 10/1/18 - 9/30/19 ($3,114,565) which includes grant amount ($2,897,154) and in-kind match ($217,411) provided by Waymakers, Inc.; and making California Environmental Quality Act and other findings - All Districts

THE FOLLOWING AGENDA ITEMS HAVE HAD CHANGES TO THEIR RECOMMENDED ACTIONS SINCE RELEASE OF THE AGENDA TO THE PUBLIC:

Items: 20 and 28

Revisions and Supplementals to May 7, 2019 Agenda - Page 1 of 2
Supplemental Item(s)

S29A. County Executive Office - Approve amendment 16 to contract MA-017-16010665 with Level 3 Communications, LLC dba CenturyLink for wide area network services, 5/7/19 - 6/30/21 ($11,614,798; cumulative total $16,768,089); authorize County Procurement Officer or authorized Deputy to execute amendment; approve Assignment, Transfer and Assumption agreement with Atos International, Atos Governmental IT Outsourcing Services, LLC and Level 3 Communications, LLC dba CenturyLink to transfer to County's contract with Level 3 Communications, LLC dba CenturyLink for circuit and related services, effective 7/1/19; and authorize Chief Information Officer or designee to execute agreement - All Districts

S29B. Supervisor Do - Orange County Waste Management Commission - Appoint Dr. Kimberly H. Ho, Westminster, to complete term ending 7/25/20

S29C. Sheriff-Coroner - Approve agreement with Trustees of the California State University for law enforcement services at California State University Fullerton, 5/17/19 - 5/19/19 ($14,597); and authorize Sheriff-Coroner or designee to execute agreement - District 4

S29D. OC Community Resources - Approve addition of events to the FY 2018-19 County Event Calendar and make related findings– Districts 1, 2, 3 and 4

SCS2. County Counsel - CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - SIGNIFICANT EXPOSURE TO LITIGATION - Pursuant to Government Code Section 54956.9(d)(2): Number of Cases: One Case

SCS3. County Counsel - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Zion v. County of Orange, Deputy Higgins USDC Case No.: 8:14-cv-01134-JVS-RNB
Revision to ASR and/or Attachments

Date: May 2, 2019
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Barry A. Rondinella, Airport Director, John Wayne Airport
Re: ASR Control #: 19-000429, Meeting Date 5/7/19, Item No. # 20
Subject: Adopt Resolutions for EIR 627 and General Aviation Improvement Program

Explanation:

In order to facilitate the Board to exercise their discretionary authority to select any of the proposed alternatives studied in Draft Program Environmental Impact Report (PEIR) 627 for the General Aviation Improvement Program (GAIP), the CEQA Resolutions and Project Approval Resolutions for the Proposed Project, Alternative 1, Alternative 2 and Alternative 3 are now attached to ASR # 19-000429. The original ASR submittal only contained CEQA and Project Resolutions for Alternative 1.

■ Revised Recommended Action(s)

1. Adopt proposed CEQA Resolution certifying Program Environmental Impact Report 627 for the General Aviation Improvement Program, including related CEQA Findings of Fact, in Support of Findings, Statement of Overriding Considerations and of Fact, Mitigation Monitoring and Reporting Program and Statement of Overriding Considerations for:

   a. Proposed Project as set forth in Attachment E; or

   b. Alternative 1 as set forth in Attachment F; or

   c. Alternative 2 as set forth in Attachment G; or

   d. Alternative 3 as set forth in Attachment H.

2. Adopt Consider the proposed Proposed Project and Alternatives and adopt Project Approval Resolution for the General Aviation Improvement Program, which approves Alternative 1 as the Project Proposed for Approval for:

   a. Proposed Project as set forth in Attachment J; or

   b. Alternative 1 as set forth in Attachment J; or
c. Alternative 2 as set forth in Attachment K; or

d. Alternative 3 as set forth in Attachment L.

☑ Make modifications to the:

☐ Subject ☑ Background Information ☑ Summary ☐ Financial Impact

See Attached Redline/Strikeout Version of ASR 19-000429

☑ Revised Attachments (attach revised attachment(s) and redlined copy(s))

Attachment A - CEQA Certification Resolution (Exhibits: CEQA Findings and MMRP) Deleted

Attachment B - Final DEIR 627 Responses to Comments Report revisions as follows:

Cover Page: Date change to April 2019
Inside Cover Page: Date change to April 2019
After page number 1830, an additional 46 pages have been inserted, titled “Health Risk Assessment Technical Report” (these additional pages are within Volume 2A of this attachment).

Attachment C - Draft Final EIR 627 (which by definitions includes DEIR 627)

Change to attachment title only. Deleted draft to state Final EIR 627.

Attachment D - Proposed Project Approval Resolution Deleted

Added attachments E - M:

Attachment E - CEQA Certification Resolution for GAIP Proposed Project (Exhibits A & B)

Attachment F - CEQA Certification Resolution for GAIP Alternative 1 (Exhibits A & B)

Attachment G - CEQA Certification Resolution for GAIP Alternative 2 (Exhibits A & B)

Attachment H - CEQA Certification Resolution for GAIP Alternative 3 (Exhibits A & B)

Attachment I - GAIP Proposed Project Approval Resolution

Attachment J - GAIP Alternative 1 Project Approval Resolution

Attachment K - GAIP Alternative 2 Project Approval Resolution

Attachment L - GAIP Alternative 3 Project Approval Resolution

Attachment M - Correspondence relative to the April 17, 2019 and May 1, 2019, Airport Commission meetings.
MEETING DATE: 04/23/2019
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 2
SUBMITTING AGENCY/DEPARTMENT: John Wayne Airport (Approved)
DEPARTMENT CONTACT PERSON(S): Barry A. Rondinella (949) 252-5183
Lawrence G. Serafini (949) 252-5270

SUBJECT: Adopt Resolutions for EIR 627 and General Aviation Improvement Program

CEO CONCUR
Concur

COUNTY COUNSEL REVIEW
Approved
Resolution
Resolutions to Form

CLERK OF THE BOARD
Discussion
3 Votes Board Majority

Budgeted: No
Current Year Cost: N/A
Annual Cost: N/A
Staффing Impact: No
# of Positions: Sole Source: N/A
Current Fiscal Year Revenue: N/A
Funding Source: N/A
County Audit in last 3 years: No

Prior Board Action: 09/27/2016 #28, 06/28/2016 #79

RECOMMENDED ACTION(S):

1. Adopt proposed CEQA Resolution certifying Program Environmental Impact Report 627 for the General Aviation Improvement Program, including related CEQA Findings, Facts in Support of Fact, Findings, Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program and Statement of Overriding Considerations for:
   a. Proposed Project as set forth in Attachment E; or
   b. Alternative 1 as set forth in Attachment F; or
   c. Alternative 2 as set forth in Attachment G; or
   d. Alternative 3 as set forth in Attachment H.

2. Adopt proposed Consider the Proposed Project and Alternatives and adopt Project Approval Resolution for the General Aviation Improvement Program, which approves for:
   a. Proposed Project as set forth in Attachment I; or
   b. Alternative 1 as the Project Proposed for Approval set forth in Attachment J; or
   c. Alternative 2 as set forth in Attachment K; or
   d. Alternative 3 as set forth in Attachment L.

SUMMARY:
Certification of Final Program Environmental Impact Report 627 and adoption of the Proposed Project or a Project Alternative for the General Aviation Improvement Program (Alternative 1) would allow
John Wayne Airport to move forward with implementing a comprehensive plan for maximizing the efficiency and safety of its general aviation facilities and facilitate prioritization of future general aviation improvements, including improvements proposed by Fixed Base Operators as part of potential future leases at John Wayne Airport.

BACKGROUND INFORMATION:

General aviation services and facilities at John Wayne Airport (JWA) have not been comprehensively studied since 1990 and the character of general aviation has changed significantly since that time. In 2015, JWA began a process of evaluating and planning for the future needs of the general aviation community at JWA through a comprehensive General Aviation Improvement Program (GAIP). Multiple factors led to the proposed comprehensive update of general aviation facilities including, but not limited to: (1) the introduction of new aircraft into, and other changes within, the general aviation fleet; (2) the advanced age of some of JWA’s general aviation structures and resultant need for improvements; (3) the need to ensure compliance with Federal Aviation Administration (FAA) requirements related to proximity of buildings to taxiways and runways; and (4) expiration of a number of key general aviation-related leases (now on month-to-month leases).

After meetings with key stakeholders during the start of the planning process in 2015, project objectives were developed and a preliminary planning process was established. The project objectives for the GAIP are as follows:

- To enhance safe and secure operations.
- To utilize limited land area efficiently and economically.
- To enhance compatibility between general and commercial aviation operations.
- To embrace flexibility to allow for technological advances and market trends.
- To maximize economic, self-sustaining, revenue producing facilities.
- To assess the ability of existing infrastructure to support general aviation facilities.

In order to proceed with a comprehensive GAIP, in 2016 a team of aviation and environmental consultants was selected by the Board of Supervisors (Board). Specifically, on June 28, 2016, after a competitive proposal process, the Board selected the firms of Landrum & Brown and AECOM to prepare the GAIP environmental analysis and aviation-related technical studies, respectively. Following consultant selection, the Board approved agreements with each of these firms on September 9, 2016. These firms then began studies to confirm preliminary GAIP options and subsequently, to prepare the technical and environmental studies necessary to fully evaluate GAIP alternatives.

As part of the preliminary GAIP assessment, multiple options for general aviation improvements were evaluated, consisting of varying layouts of Fixed Base Operators (FBO) and other related general aviation facilities, and conformance with FAA airport design standards and building height restrictions. Alternatives developed during this preliminary evaluation process were then carried into an environmental review and analysis process, in accordance with the California Environmental Quality Act (CEQA), the CEQA Guidelines and the County of Orange Local CEQA Procedures Manual. The project objectives were developed to aid in the alternative selection process by providing a standard against which to measure project alternatives.
GAIP Description and Environmental Review Process

The GAIP has been prepared to provide the framework for general aviation improvements at JWA by conducting a comprehensive evaluation of the general aviation facilities. Adoption of a GAIP alternative would maximize the efficiency and safety of facilities and facilitate prioritization of future general aviation improvements, including improvements proposed by FBOs as part of future leases at JWA.

As the proprietor of JWA, the County of Orange (County) is the “lead agency” as defined by CEQA, for preparation of Program Environmental Impact Report (EIR) 627, for the GAIP. The first recommended action to the Board is to adopt the proposed CEQA Certification Resolution (Attachment A), including related CEQA Findings. Based on the project objectives, Program EIR 627 evaluated two alternatives at an equal level of detail (the following: a) Proposed Project and; b) Alternative 1). Program EIR 627 also evaluated Alternatives 2, 3 and the CEQA required No Project Alternative. A description of 2; or d) Alternative 3 (See Attachments E, F, G and H respectively for the alternatives evaluated CEQA Certification Resolutions for each alternative), including the CEQA Findings, Facts in Program EIR 627 follows: Support of Findings, Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program.

Elements common to both the Proposed Project and Alternative 1 include:

Pursuant to CEQA and the CEQA Guidelines Sections 15901 and 15093, where an EIR identifies one or more significant environmental effects, the lead agency must make findings on each effect. Findings address project impacts, identify the level of significance for those impacts and discuss if mitigation would be required. The Statement of Overriding Considerations discusses the relevant and valid reasons for approving a project despite the fact that a significant, unavoidable adverse effect of the Project remains. The Mitigation Monitoring and Reporting Program includes text of all adopted regulatory requirements, standard conditions of approval, minimization measures and mitigation measures that will serve to avoid or minimize impacts.

Based on the project objectives, Program EIR 627 evaluated the Proposed Project and a reasonable range of alternatives, in accordance with CEQA and the CEQA Guidelines. The Proposed Project and Alternative 1 were analyzed at an equal level of detail. Program EIR 627 also evaluated Alternatives 2, 3 and the CEQA-required No Project Alternative. Descriptions of the Proposed Project and each of the project alternatives evaluated in Program EIR 627 follows:

**Proposed Project**
- **One Full-Service West FBO** and **Limited-one Full-Service FBO East FBO**, for a total of two full-service FBOs
- **One Limited-Service Southwest FBO** (the existing Martin Aviation Limited Service FBO is not a part of the GAIP due to its long-term lease)
- Space for flight schools
- Correction of non-standard conditions on airfield
- General Aviation Terminal (GAT) included within an FBO
- General Aviation Facility (GAF) providing dedicated customs screening for General Aviation aircraft arriving from outside the country (located at one FBO, but shared by all FBOs)
- Self-service fueling for General Aviation aircraft
Proposed Project

- One Full Service West FBO and one Full Service East FBO, for a total of two full service FBOs
- Total general aviation aircraft storage capacity under this alternative is approximately 354 based aircraft
- Projected (2026) annual number of general aviation operations: 167,900 (compared to 192,800 in 2016)

Final Program EIR 627 CEQA Findings, Facts in Support of Findings, and Statement of Overriding Considerations for the Proposed Project are included in Attachment E, Exhibit A.

Alternative 1

- One Full-Service West FBO, one Full-Service Northeast FBO, and one Full-Service Southeast FBO, for a total of three full service FBOs
- One Limited-Service Southwest FBO (the existing Martin Aviation Limited-Service FBO is not a part of the GAIP due to its long-term lease)
- Space for flight schools
- Correction of non-standard conditions on airfield
- GAT (included within an FBO)
- GAF providing dedicated customs screening for general aviation aircraft arriving from outside the country (located at one FBO, but shared by all FBOs)
- Self-service fueling for general aviation aircraft
- Total aircraft storage capacity for all the facilities included under this alternative is approximately 356 based aircraft
- Projected (2026) annual number of general aviation operations: 168,600 (compared to 192,800 in 2016)

Alternative 1 is recommended to the Board as the “Project Proposed for Approval” based upon the ability of this alternative to best meet GAIP project objectives, discussed further below.

Additionally, pursuant to CEQA and the CEQA Guidelines, a range of alternatives for the GAIP were also considered and evaluated in Program EIR 627. In addition to the Proposed Project and Alternative 1, other alternatives for the GAIP were developed in the course of the planning and environmental review process as follows:

Final Program EIR 627 CEQA Findings, Facts in Support of Findings, and Statement of Overriding Considerations for Alternative 1 are included in Attachment F, Exhibit A.

Alternative 2

- One Full-Service Northeast FBO, one Full-Service Southeast FBO
- One Limited-Service Southwest FBO (the existing Martin Aviation Limited Service FBO is not a part of the GAIP due to its long-term lease)
- Space for flight schools
- Correction of non-standard conditions on airfield
- GAT (included within an FBO)
- GAF providing dedicated customs screening for general aviation aircraft arriving from outside the country (located at one FBO, but shared by all FBOs)
- Self-service fueling for general aviation aircraft
Total aircraft storage capacity for all the facilities included under this alternative is approximately 361 based aircraft.

Projected (2026) annual number of general aviation operations: 169,400 (compared to 192,800 in 2016).

Final Program EIR 627 CEQA Findings, Facts in Support of Findings, and Statement of Overriding Considerations for Alternative 2 are included in Attachment G, Exhibit A.

Alternative 3

- All FBOs and other general aviation facilities remain in their current locations but the following four existing nonstandard conditions would be corrected:
  - Relocate the Vehicle Service Road on the east side of the airfield (also known as Perimeter Road) along Taxiway A to comply with FAA clearance standard dimensions for Group V (an FAA defined group of aircraft with wing spans of 171’ not to exceed 214’ and tail height of 66’ not to exceed 80’) aircraft because they are within the Object Free Area [“OFA”] of Taxiway A;
  - Relocate the perimeter road along the west side of the airfield to comply with FAA clearance standard dimensions for Group V aircraft because they are within the OFA of Taxiway B;
  - Remove obstructions (two community hangars from the Full-Service Southeast FBO) to comply with FAA height restrictions; and
  - Remove 31 transient aircraft apron parking spaces from within the extended object free area (OFA) in the approach to Runway 2L.

Final Program EIR 627 CEQA Findings, Facts in Support of Findings, and Statement of Overriding Considerations for Alternative 3 are included in Attachment H, Exhibit A.

No Project Alternative

As defined by CEQA, when the project is the revision of an existing regulatory plan, policy or ongoing operation, the No Project Alternative will be the continuation of the existing plan, policy or operation into the future. The No Project Alternative would not implement any improvements or modifications to the general aviation facilities at JWA. This alternative assumes presupposes there would be no change in the current (2016) aircraft fleet mix; therefore, estimated or capacity and assumes:

- Estimated capacity of the existing facilities is approximately 596 based aircraft at JWA. Even though
- Although no improvements are proposed, this alternative projects forecasting projections show an increase in the number of operations of fixed-wing piston aircraft between 2016 and by 2026. However because
- Because the types of facilities do not fully align with the demand in 2026, the total number of based aircraft is projected to be 505 aircraft. The projected
- Projected (2026) annual number of general aviation operations are forecast to increase to 201,000 compared to 192,800 in 2016.

No CEQA Findings are required for denial of a Project (i.e., adoption of the No Project Alternative).

Program EIR 627 Analysis

Proposed Final Program EIR 627 was prepared pursuant to CEQA and the CEQA Guidelines. CEQA specifies that “where individual projects are, or a phased project is, to be undertaken and where the total
undertaking comprises a project with significant environmental effect, the Lead Agency shall prepare a single program EIR for the ultimate project.” Because the GAIP will be a phased project, a Program EIR was prepared. Following preparation of an initial study by the County and pursuant to the CEQA Guidelines, certain environmental issues were assessed as having no, or less than significant, impacts and were identified in the CEQA scoping process as topical areas that would not receive further evaluation in Program EIR 627. However, the Program EIR has fully addressed all potential significant effects of the following topical areas:

- Aesthetics
- Air Quality
- Cultural/Scientific Resources
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Land Use and Planning
- Noise
- Transportation/Traffic
- Tribal and Cultural Resources
- Utilities and Service Systems
- Water Quality

As required by CEQA, Cumulative Impacts, and Long-Term Implications of the Project and GAIP Alternatives are also addressed in proposed Final Program EIR 627.- A summary of all potential impacts, mitigation measures and the level of significance after mitigation can be found in Table 1-2 of Draft Program EIR 627. (The entirety of Draft Program EIR 627 is included as Attachment C.)

Implementation of the Project Proposed for Approval (Alternative 1) GAIP would result in significant direct and cumulative land use and planning impacts in connection with compatibility with surrounding land uses. (This is also identified as a significant direct and cumulative impact associated with the Proposed Project alternative studied in Program EIR 627). As a result, there will be an incremental increase in noise associated with the change in the number of operations and fleet mix under all GAIP Alternatives (including the Proposed Project, Alternative 1, Alternative 2, Alternative 3 and No Project Proposed for Approval, Alternative). There is a projected would be an increased in physical area and number of sensitive receptors and physical area projected to that would occur within the greater than 65 to 70 dB Community Noise Equivalent Level (CNEL) contour, due to the area exposed within this contour when compared to the 2016 baseline. Compared to the 2016 baseline, there would be an additional three residences without avigation easements located within the 65 dB CNEL noise contour. Although the County has a sound insulation program in place, there are impacted residential units that have not participated in the program and it cannot be certain that these residential units would participate in the program or would qualify for the program based on FAA criteria or take part identified in the program. Therefore, the land use and planning impact is identified in Program EIR 627 as a significant, unavoidable impact for all GAIP Alternatives. Impacts could be avoided or reduced to less than significant for all other environmental topical areas evaluated in Program EIR 627.

Public Review Process

The County issued a Notice of Preparation (NOP) of Draft Program EIR 627 on March 30, 2017, requesting responsible agencies, other interested public agencies, key interest groups and members of the general public to provide input on the scope and content of Draft Program EIR 627. -Additionally, the County held
a public scoping meeting on April 12, 2017, to receive input on the NOP. The County received comments in response to the NOP for a period of 30 days, through May 1, 2017. JWA staff and its environmental consultants reviewed and considered all the comments received on the NOP as part of the preparation of the Draft Program EIR and accompanying technical studies.

The County circulated the GAIP Draft Program EIR 627 for public review and comment to state, federal, state, and local agencies, including all responsible and trustee agencies that are responsible for discretionary actions related to the Project, as well as to all cities in Orange County and other parties that have expressed interest in the Project. The public comment period on Draft Program EIR 627 began on September 20, 2018, and was advertised to end on November 6, 2018. A Public Notice of Availability of Draft Program EIR 627 was published in the Orange County Register, a newspaper of general circulation; sent (via U.S. mail or email, dependent on the contact information provided) to all organizations and individuals previously requesting notice and to the attendees of the public scoping meeting; and was posted on the JWA and OC Public Works’ websites. A total of 756 notices were sent to various agencies, elected official, organizations, businesses and individuals.

Prior to the end of the Draft Program EIR 627 public review period, the County received requests for a time extension. The County extended the review period until November 21, 2018, resulting in a 60-day public review period. In conjunction with the time extension, the County sent letters on November 1, 2018, to all the original recipients of the Draft Program EIR and the Notice of Availability to inform them of the time extension. In addition, a notice of time extension was published in the Orange County Register. The notice was also posted on the JWA website.

The County provided copies of Draft Program EIR 627 with supporting technical appendices and cited or referenced studies or reports to 11 public libraries in the vicinity of JWA and to the State Clearinghouse, which, in turn, distributed Draft Program EIR 627 to all interested state agencies for review and comment. The reports were made available for review at the JWA Administrative Offices located at 3160 Airway Avenue in Costa Mesa, California 92626, and were also available online at www.ocair.com/DEIR627.

During the public review period, a public meeting was held on September 26, 2018, at the JWA Administrative Offices in Costa Mesa. The presentation at the public meeting provided an overview of the GAIP and the findings of the Draft Program EIR. The public was also given an opportunity to provide input on the Draft Program EIR and to ask questions about the GAIP. A transcript of the public meeting was prepared and is included in Volume IB of the Responses to Comments on the Final Program EIR 627 (Attachment B).

A total of 288 comment letters/cards/e-mails were received during the 60-day review period. Of these, 150 letters were a standardized form letter. Additionally, a number of the commenters submitted the same set of comments more than once or in multiple formats (e.g., electronically and hard copy). In addition, 28 comment letters/cards/e-mails were received after the end of the public review period, 10 of which were the standardized form letter. Responses have been prepared addressing all written and oral comments received within the Draft Program EIR 627 comment period, as well as late comments, to the extent reasonably possible within the time period for responses to comments, and are included in the Draft Program EIR 627 Responses to Comments report (Attachment B).

As required by Section 15132(d) of the CEQA Guidelines, the Final Program EIR responds to comments regarding “significant environmental points raised in the review and consultation process.” Many of the comments received did not identify any environmental issues or questions on the adequacy of the Draft
Program EIR; therefore, pursuant to CEQA, no response is required. However, as part of these Responses to Comments, information is provided in the Responses to enhance the commenters’ understanding of the GAIP. The majority of this information is contained in the Draft Program EIR and the additional response information does not constitute significant new information requiring recirculation but rather, this additional information merely clarifies, amplifies, or makes minor modifications into an adequate Draft Program EIR.

After the release of the Final Responses to Comments posted on April 15, 2019 for public review, additional correspondence on the GAIP was received and is referenced in Attachment M, which includes the correspondence and a summary of the key issues raised.

Actions of the Orange County Airport Commission

At the April 17, 2019 special meeting of the Orange County Airport Commission, the Commission received public comments on the GAIP, discussed the item, and continued the item to the May 1, 2019 regularly scheduled Airport Commission meeting. Correspondence received relative to both Airport Commission meetings is included in Attachment M and responses to key GAIP concerns raised in this most recent correspondence are addressed. At the May 1, 2019 Airport Commission meeting, the Commission evaluated and considered the General Aviation Improvement Program Alternatives, and Program EIR 627. (The Airport Commission recommendation will be provided to the Board after its action is taken.) The Airport Commission voted 3 – 1 to continue the GAIP Agenda Item for 30 days for further discussion and consideration.

Recommendation Ability to adopt the Proposed Project, Alternative 1, Alternative 2 or Alternative 3 as the GAIP Project Proposed for Approval

It is recommended that the Board may choose to: 1) adopt the proposed Certification Resolution (Attachment A) for the Proposed Project, Alternative 1, Alternative 2 or Alternative 3 certifying the adequacy and completeness of Program EIR 627 for purposes of CEQA, including related CEQA Findings, Facts in Support of Findings, Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program; and 2) adopt the Project Approval Resolution, included as Attachment D, approving GAIP (Attachments I, J, K, or L) for the Proposed Project, Alternative 1-(the Project Proposed for Approval)-, Alternative 2 or Alternative 3.

The Project Proposed for Approval (Alternative 1) would most fully achieve the Project Objectives identified above and includes the following key design elements:

- Three Full Service FBOs, two on the east side of JWA and one on the west side of JWA, each with hangars and based aircraft located on the apron;
- Provisions for an optional general aviation terminal and General Aviation Facility (GAF) that would be constructed at one of the Full Service FBO locations but would be accessible to all general aviation users;
- One Limited Service FBO, in addition to the Martin Aviation Limited Service FBO, for a total of two Limited Service FBOs;
- Correction of four existing non-standard design features (relocation of the perimeter road on east and west side of the airfield because they are within the OFA of Taxiways A and B, respectively; removal of two community hangars from the existing Full Service Southeast FBO to comply with
FAA height restrictions; and removal of 31 transient aircraft apron parking areas at the southeast portion of JWA currently in the OFA for the approach to Runway 2L;

- Facilities to serve the Orange County Sheriff’s Department (OCSD) (hangar and tie downs for OCSD helicopters);
- Flight schools, with aircraft parking on the apron;
- Capacity for approximately 356 based aircraft located in box hangars, community hangars, T-hangars, tie-downs and FBO apron spaces;
- Forecasted 168,600 annual aircraft operations (an operation is defined as either a takeoff or landing, each counting as one operation);
- Vehicle parking to accommodate the various uses, including a possible shared parking structure on the east side for the two Full Service FBOs;
- A self-service aircraft fueling station and aircraft wash rack;
- A potential left turn lane on Campus Drive to provide access to the east side Full Service FBOs; and
- Redesign of the Campus Drive and Quail Street access point to allow both ingress and egress (right-in and right-out) at the intersection. The redesign would require the security entrance gate to be moved further from the Campus Drive. The curb line would remain the same as existing conditions.

Alternative 1 Meets Project Objectives

The general aviation facilities have remained mostly unchanged for more than 20 years. Many are in need of repairs and do not meet the current aviation facility demands. The Project Proposed for Approval (Alternative 1) would provide the mechanism for upgrading these facilities.

The aging general aviation facilities do not meet the current fleet mix demands. The Project Proposed for Approval would provide for facilities to better meet the current and future general aviation fleet mix demand in light of the space constraints at JWA.

The correction of existing non-standard design features to meet FAA design criteria will enhance the safety of operations at JWA. The improvements intend to reduce incursions between aircraft and ground vehicles and eliminate known obstructions to airport airspace.

Adoption of the Project Proposed for Approval provides improvements that will enhance JWA’s safety by meeting FAA design standards to the maximum extent feasible. Correcting the existing non-standard design features would facilitate FAA’s approval of JWA’s future Airport Layout Plan submittals.

Adoption of the Project Proposed for Approval encourages economic growth within the region by providing for the employment of construction workers and construction supply workers.

Adoption of the Project Proposed for Approval implements JWA’s goals, objectives and performance targets for sustainability within proposed development projects. All new facilities would need to comply with the current requirements for sustainability.

The Project Proposed for Approval fully implements all of the Project Objectives and will result in economic, legal, social and technological benefits compared to the other project alternatives studied.

Other Alternatives Studied in Final Program EIR 627 and Ability to Meet Project Objectives
Project objectives were developed to aid in the selection process by providing a standard against which to measure project alternatives.

The Proposed Project and Alternative 2 would not be as effective as the Project Proposed for Approval (Alternative 1) in providing the flexibility to meet future market trends (Project Objective 4: “To embrace flexibility to allow for technological advances and market trends”). By offering a greater number of community hangars, the Project Proposed for Approval would be better able to adapt to potential changes in the fleet mix. Additionally, Alternative 2 may result in the need to tow aircraft across the airfield and cross Runway 20R/2L, which is used by commercial carriers; therefore, it would not enhance compatibility between general and commercial aviation operations.

Alternative 3 would correct the same existing non-standard conditions as the Project Proposed for Approval. However, this alternative does not propose any of the other facility improvements that are offered by the Project Proposed for Approval. Alternative 3 would not be as effective in meeting the Project Objectives because it would maintain one split-location FBO, where a portion of the northeast side Full Service FBO would still remain on the west side of JWA. This necessitates the need to tow aircraft across the airfield and cross Runway 20R/2L, which is used by commercial carriers; therefore, it would not enhance compatibility between general and commercial aviation operations. As a result of the correction of non-standard conditions, Alternative 3 would provide fewer community hangar space compared to Baseline (2016) and the Project Proposed for Approval (i.e., removal of two community hangars from the Full Service Southeast FBO). Alternative 3 would not fully meet the Project Objectives of “utilize limited land area efficiently and economically” and “maximize economic, self-sustaining, revenue-producing facilities” because, based on the trends in general aviation fleet mix, Alternative 3 would result in facilities going unused because they are not responsive to the type of facilities required (i.e., Alternative 3 provides more tie-down area for more small aircraft than there is demand for). Since this alternative would not provide replacement/upgrades of any of the facilities, it would not be responsive to the national trends, which have been experienced at JWA to accommodate the increased demand for general aviation jet aircraft.

The No Project Alternative would not implement any improvements or modifications to the general aviation facilities at JWA. This alternative assumes no change in the Baseline aircraft fleet mix and the theoretical Airport capacity would remain at 596 based aircraft. The No Project Alternative would not enhance safe and secure operations because it would not correct the existing non-standard design features at JWA. It also would not meet the objective pertaining to flexibility to allow for technological advances and market trends because no improvements would be provided.

The No Project Alternative, which maintains a portion of a full-service FBO on the west side of JWA, necessitates the need to tow aircraft across the airfield and cross Runway 20R/2L used by commercial carriers. Therefore, it would not enhance compatibility between general and commercial aviation operations. The No Project Alternative would not fully meet the Project Objectives of “utilize limited land area efficiently and economically” and “maximize economic, self-sustaining, revenue-producing facilities” because, based on the trends in general aviation fleet mix, facilities going unused because they are not responsive to the type of facilities required (e.g., providing more tie-down area for more small aircraft than there is demand for). Since this alternative would not provide replacement/upgrades of any of the facilities, it would not be responsive to the national trends, which have been experienced at JWA to accommodate the increased demand for general aviation jet aircraft.

With adoption of Project Proposed for Approval (Alternative 1), general aviation at JWA would continue to serve fixed-wing piston aircraft (single and multi-engine), fixed-wing turbine aircraft (turboprop and turbojet); and helicopters. However, capacity would be reduced for based aircraft by 26 percent compared...
to the number of based aircraft at JWA in the Baseline (2016) condition. The Project Proposed for Approval would provide facilities to serve an increase in the number of general aviation jets.

CEQA does not require that a public agency achieve every objective with the adoption of a selected project; however, the Board is to consider each of the project objectives for the Project Proposed for Approval prior to reaching a final decision.

**Actions of the Orange County Airport Commission**

At the April 17, 2019 meeting of the Orange County Airport Commission, the Commission evaluated and considered the General Aviation Improvement Program EIR 627. (The Airport Commission recommendation will be provided to the Board after its action is taken.)

**Compliance with CEQA:** As the proprietor of JWA, the County is the “lead agency” as defined by CEQA for preparation of Program EIR 627. The Board’s first recommended action is to adopt the proposed CEQA Certification Resolution (Attachment B), including related CEQA Findings for the Proposed Project, Alternative 1, Alternative 2 or Alternative 3 (Attachments E, F, G, and H), including related CEQA Findings, Facts in Support of Findings, Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program.

**FINANCIAL IMPACT:**

N/A

**STAFFING IMPACT:**

N/A

**ATTACHMENT(S):**

Attachment A – CEQA Certification Resolution (Exhibits: CEQA Findings and MMRP)
Attachment B – Final DEIR 627 Responses to Comments Report
Attachment C – Draft Final EIR 627 (which, by definition, includes DEIR 627)
Attachment D – Proposed Project Approval Resolution
Attachment E - CEQA Certification Resolution for GAIP Proposed Project (Exhibits: CEQA Findings and MMRP)
Attachment F - CEQA Certification Resolution for GAIP Alternative 1 (Exhibits: CEQA Findings and MMRP)
Attachment G - CEQA Certification Resolution for GAIP Alternative 2 (Exhibits: CEQA Findings and MMRP)
Attachment H - CEQA Certification Resolution for GAIP Alternative 3 (Exhibits: CEQA Findings and MMRP)
Attachment I - GAIP Proposed Project Approval Resolution
Attachment J - GAIP Alternative 1 Project Approval Resolution
Attachment K - GAIP Alternative 2 Project Approval Resolution
Attachment L - GAIP Alternative 3 Project Approval Resolution
Attachment M - Correspondence relative to the April 17, 2019 and May 1, 2019, Airport Commission meetings
Attachments B and C are too large to post on the Revision Supplemental site. The attachments can be viewed here:

http://cams.ocgov.com/Web_Publisher/agenda05_07_2019.htm

Attachments are under Item 20 - Changes to ASR and Attachments
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

May 7, 2019

WHEREAS, the County of Orange (“County”) is the owner and operator of John Wayne Airport, Orange County (“JWA” or “Airport”) and provides both general aviation and commercial air carrier facilities and services at the Airport; and

WHEREAS, beginning in 1923, the Airport began operating as a privately owned general aviation facility and first became a publicly owned facility in 1939; and

WHEREAS, general aviation services and facilities at JWA have not been comprehensively studied since 1990 and the character of general aviation has changed significantly since that time; and

WHEREAS, multiple factors supported conducting a comprehensive evaluation of general aviation facilities at this time, including, but not limited to, (1) the introduction of new aircraft into, and other changes within, the general aviation fleet; (2) the advanced age of some of JWA’s general aviation structures and resultant need for improvements; (3) the need to ensure compliance with Federal Aviation Administration (“FAA”) requirements related to proximity of buildings and airfield roadways to taxiways and runways; and (4) the expiration of a number of general aviation-related long term leases; and

WHEREAS, in 2015, the Airport initiated a comprehensive study of general aviation facilities and services at JWA, began meetings with stakeholders and development of goals and objectives for the purpose of evaluating and planning for the future needs of the general aviation community at the Airport; and

WHEREAS, this comprehensive study was designated the General Aviation Improvement Program (“GAIP”); and

WHEREAS, the GAIP would be implemented in the area of the Airport currently utilized for general aviation and would serve to maximize the efficiency and safety of facilities; and

WHEREAS, an environmental impact report (“EIR”) process, as defined by the California Environmental Quality Act (“CEQA”) (California Public Resources Code, Sections 21000 et seq.) was initiated and a program level EIR was prepared pursuant to CEQA, the CEQA Guidelines, and the County’s Local CEQA Procedures Manual to address the potential environmental impacts associated with the GAIP; and

WHEREAS, this EIR was designated as Program EIR 627; and

WHEREAS, Program EIR 627 addressed a Proposed Project and Alternative 1 at an equal level of detail, and a reasonable range of alternatives, including Alternative 2, Alternative 3 and
the No Project Alternative; and

WHEREAS, the Proposed Project, as designated in Program EIR 627, is hereinafter known as the GAIP “Project Proposed for Approval”; and

WHEREAS, in accordance with Section 15063 of the CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq.), the County prepared an Initial Study/Environmental Checklist (“Initial Study”) for the GAIP and distributed it, along with the Notice of Preparation (“NOP”) of a Program EIR, to responsible and interested agencies and key interest groups for comment during a thirty (30) day public review period from March 30, 2017 to May 1, 2017; and

WHEREAS, a public scoping meeting was held on April 12, 2017, to solicit input from interested parties on the content of the Program EIR for the GAIP; and

WHEREAS, on September 20, 2018, the County published the Notice of Availability of Draft Program EIR 627 (SCH No. 2017031072); and

WHEREAS, Draft Program EIR 627 was circulated for a forty-five (45) day public review period, but upon request was extended an additional fifteen (15) days, for a total review period of sixty (60) days to November 21, 2018; and

WHEREAS, during the public review period, a public meeting was held on September 26, 2018, to review the findings of the Draft Program EIR and solicit input from interested parties, and a transcript of this meeting is included in the Responses to Comments document; and

WHEREAS, the County prepared responses to all written and oral comments received during the public review period; and

WHEREAS, on April 8, 2019, copies of the Responses to Comments were sent via overnight mail to all commenting agencies, and on April 9, 2019, notices of the availability of the Responses to Comments were sent to all parties that submitted comments on the Draft Program EIR. On April 9, 2019, the Responses to Comments were also posted on the JWA website and a notice was published in The Orange County Register regarding the availability of the Responses to Comments and the date for the Board of Supervisors hearing; and

WHEREAS, on April 15, 2019, copies of the updated Responses to Comments were sent via overnight mail to all commenting agencies and the updated Responses to Comments were also posted on the JWA website to notify the public of the availability of an updated Responses to Comments Volume 2A and a change in the date for the Board of Supervisors hearing. Additionally, on April 18, 2019, notices of availability of the updated Responses to Comments were sent to all parties that submitted comments on the Draft Program EIR. On April 22, 2019, a notice was also published in The Orange County Register; and
WHEREAS, the Orange County Airport Commission held a special public meeting on April 17, 2019 to receive and consider public testimony with respect to the GAIP, and continued this Airport Commission special meeting to its regularly scheduled meeting of May 1, 2019; and

WHEREAS, on April 15, 2019, the County provided notice of the April 17, 2019 Airport Commission special meeting on the GAIP and Final Program EIR 627, in accordance with the Ralph M. Brown Act, Government Code Section 54956; and

WHEREAS, on April 15, 2019, the County provided to the Commission copies of the entire Agenda packet and other materials identified above for the April 17, 2019 Airport Commission special meeting; and

WHEREAS, on April 26, 2019 the County provided notice of the Airport Commission regularly scheduled meeting of May 1, 2019 on the GAIP and Final Program EIR 627, in accordance with the Ralph M. Brown Act, Government Code Section 54950, et seq.; and

WHEREAS, the Airport Commission has reviewed and considered all such materials for the GAIP and Final Program EIR 627, as identified above; and

WHEREAS, on May 1, 2019, the Orange County Airport Commission voted 3 - 1 to continue the GAIP agenda item for thirty (30) days for further discussion and consideration; and

WHEREAS, in accordance with Section 15132 of the State CEQA Guidelines, Final Program EIR 627 consists of:

a. Draft Program EIR 627 and all appendices, technical reports, survey reports, and site assessment reports to the extent applicable thereto;

b. Comments and Responses to Comments on Draft Program EIR 627, including a list of all persons, organizations, and public agencies commenting on the Draft Program EIR;

c. Proceedings of the public meeting held on the Draft Program EIR on September 26, 2018;

d. Transmittal package to the Orange County Airport Commission dated April 17, 2019 (and continued to May 1, 2019);

e. Minutes of the Orange County Airport Commission special meeting held April 17, 2019 and its regularly scheduled meeting held May 1, 2019;

f. Transmittal package to the Board of Supervisors dated April 23, 2019;

g. Supplemental transmittal package to the Board of Supervisors dated May 2, 2019;

h. Proceedings of the Board of Supervisors meeting held on May 7, 2019;

i. Public testimony provided at the Board of Supervisors meeting held on May 7, 2019;

j. Board of Supervisors’ Resolutions relating to the GAIP Project Proposed for Approval and Final Program EIR 627, including all attachments thereto;

k. Any other written materials relevant to the Board’s compliance with CEQA or its decision on the merits of the Project Proposed for Approval, including any documents or portions thereof, that were released for public review, relied upon in the environmental documents prepared for the Project Proposed for Approval, or
included in the County’s retained files for the Final Program EIR 627 or the Project Proposed for Approval;

1. All attachments and documents incorporated by reference identified in items a. through k. above.

WHEREAS, Section 21081 of the Public Resources Code and Section 15091 of the State CEQA Guidelines require that this Board make one or more of the following findings prior to approving or carrying out a project for which an EIR has been prepared identifying one or more significant effects of the project, together with a statement of facts in support of each finding:

(1) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR;
(2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can or should be adopted by such other agency.
(3) Specific economic, legal, social, technological or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

WHEREAS, Section 15093(a) of the State CEQA Guidelines requires this Board to balance the benefits of a proposed project against its unavoidable environmental risk in determining whether to approve the project; and

WHEREAS, Section 15093(b) of the State CEQA Guidelines requires that, where the decision of the Board allows the occurrence of significant effects which are identified in an EIR, but are not at least substantially mitigated, the Board must state in writing the reasons to support its action on the Final EIR or other information in the record; and

WHEREAS, Section 15097 of the State CEQA Guidelines requires that a mitigation monitoring and reporting program (“MMRP”) designed to ensure compliance with mitigation measures imposed to avoid or substantially lessen the significant effects identified in Final Program EIR 627 be prepared.

NOW, THEREFORE BE IT RESOLVED that the County of Orange, as the airport proprietor of JWA:

1. Has reviewed and considered Final Program EIR 627 (State Clearinghouse No. 2017031072) as the Lead Agency under CEQA and finds that it is adequate, complete and contains all information required by CEQA, the State CEQA Guidelines, and the County Local CEQA Procedures Manual.
2. Has provided, and will continue to provide, Final Program EIR 627, on file with the County of Orange John Wayne Airport, 3160 Airway Avenue, Costa Mesa, California 92626.
3. Finds that Final Program EIR 627 has identified all significant environmental effects of the Project Proposed for Approval (referred to as the Proposed Project in Final
Program EIR 627) and has analyzed a range of reasonable alternatives to the Project Proposed for Approval, as set forth in the CEQA Findings, Facts in Support of the Findings, and Statement of Overriding Considerations (“Findings”), which are incorporated by reference, made an express part of this Resolution and attached to this Resolution as “Exhibit A.”

4. Adopts the appropriate finding(s) set forth in Section 21081 of the Public Resources Code and Section 15091 of the State CEQA Guidelines with respect to each significant environmental effect identified in Final Program EIR 627, and each alternative considered in Final Program EIR 627, and the explanation of its reasoning with respect to each finding is set forth in the Findings.

5. Finds that although Final Program EIR 627 identifies certain significant environmental effects that may occur with implementation of the Project Proposed for Approval, all significant effects that feasibly can be mitigated or avoided have been reduced to an acceptable level by imposition of mitigation measures, all of which have been identified in Final Program EIR 627 and described in the attached Findings; and all of which are adopted by this Board to mitigate the environmental effects of the Project Proposed for Approval.

6. Finds that the unavoidable significant environmental effects of the Project Proposed for Approval, as identified in the attached Findings, have been lessened substantially in their severity by the imposition of mitigation measures identified in the attached Findings. This Board also finds that the remaining unavoidable significant environmental effects are outweighed by the economic, social, and other benefits of the Project Proposed for Approval, as set forth in the Statement of Overriding Considerations, as identified in the attached Findings.

7. Adopts the Statement of Overriding Considerations, as identified in the attached Findings, which supports and justifies approval of the Project Proposed for Approval notwithstanding certain unavoidably significant environmental effects that feasibly cannot be mitigated to below a level of significance.

8. Finds the MMRP, which is incorporated by reference, made an express part of the Resolution and attached to this Resolution as “Exhibit B,” establishes a mechanism and procedure for implementing and verifying the implementation of, and compliance with, the adopted mitigation measures pursuant to Public Resources Code Section 21081.6, and this Board adopts the Mitigation Monitoring and Reporting Program.

9. Finds that Final Program EIR 627 has described a reasonable range of alternatives to the Project Proposed for Approval that feasibly could obtain the basic objectives of the project (including the No Project Alternative), even when these alternatives might impede the attainment of project objectives and might be more costly.

10. Finds that there is substantial evidence in the record to support the conclusions and findings before this Board.

11. Finds that significant new information has not been added to Final Program EIR 627 since the circulation of the Draft Program EIR such that recirculation for additional public review is necessary pursuant to State CEQA Guidelines Section 15088.5. The Board further finds that no information has been presented showing new significant effects and that no feasible alternative that would clearly lessen the significant physical environmental effects identified in the Final Program EIR has been proposed and rejected by this Board.
12. Finds, based on Final Program EIR 627, that the Project Proposed for Approval will not involve removal of coastal sage scrub habitat, or result in a net loss in Reserve System acreage or a net loss in sub-regional habitat values, and the Project Proposed for Approval will be implemented in accordance with the applicable provisions of the Central-Coastal Sub-regional NCCP/HCP and associated state and federal permits.

13. Finds that Final Program EIR 627 reflects the independent review and judgement of the County.

14. Finds that Final Program EIR 627 serves as adequate, complete, and appropriate environmental documentation for the Project Proposed for Approval.

15. Certifies Final Program EIR 627 as complete and adequate in that Final Program EIR 627 addresses all environmental effects of the Project Proposed for Approval and fully complies with the requirements of CEQA, the State CEQA Guidelines and the County’s local CEQA Procedures Manual.
EXHIBIT A

CEQA FINDINGS, FACTS IN SUPPORT OF FINDINGS, AND STATEMENT OF OVERRIDING CONSIDERATIONS FOR FINAL PROGRAM ENVIRONMENTAL IMPACT REPORT 627

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1.0 INTRODUCTION

1.1 STATUTORY REQUIREMENTS FOR FINDINGS

The California Environmental Quality Act ("CEQA") (California Public Resources Code, Section 21081) and the State CEQA Guidelines ("the Guidelines") (California Code of Regulations, Title 14, Section 15091 and 15093) require that no public agency approve or carry out a project in which a certified Environmental Impact Report ("EIR") identifies one or more significant effects of the project on the environment unless it (the public agency) makes one or more written findings for each significant effect, accompanied by a brief explanation of the rationale for each finding. Section 15091 of the Guidelines states the following:

a) No public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:

1) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR;

2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can or should be adopted by such other agency.

3) Specific economic, legal, social, technological or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

b) The findings required by subdivision (a) shall be supported by substantial evidence in the record.

c) The finding in subdivision (a)(2) shall not be made if the agency making the finding has concurrent jurisdiction with another agency to deal with identified feasible mitigation measures or alternatives. The finding in subdivision (a)(3) shall describe the specific reasons for rejecting identified mitigation measures and project alternatives.

d) When making the findings required in subdivision (a)(1), the agency shall also adopt a program for reporting on or monitoring the changes which it has either required in the project or made a condition of approval to avoid or substantially lessen significant environmental effects. These measures must be fully enforceable through permit conditions, agreements, or other measures.
e) The public agency shall specify the location and custodian of the documents or other materials which constitute the record of the proceedings upon which its decision is based.

f) A statement made pursuant to Section 15093 does not substitute for the findings required by this section.

Section 15093 of the Guidelines states the following:

a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological or other benefits, including region-wide or statewide environmental benefits of a proposed project, against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological or other benefits, including region-wide or statewide environmental benefits, or a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered “acceptable.”

b) When the lead agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the final EIR and/or other information in the record. The statement of overriding considerations shall be supported by substantial evidence in the record.

c) If an agency makes a statement of overriding considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination. This statement does not substitute for, and shall be in addition to, findings required pursuant to Section 15091.

In addition, CEQA requires a public agency to make a finding that the EIR reflects the public agency’s independent review and judgment. Therefore, in accordance with the provisions of CEQA and the Guidelines, the Orange County Board of Supervisors (“Board”), acting in its capacity as the CEQA lead agency and the proprietor of John Wayne Airport (“JWA” or “Airport”), expressly finds that Final EIR 627 (SCH No. 2017031072) for the John Wayne Airport General Aviation Improvement Program (“GAIP”) reflects the County’s independent review and judgment.

Final Program EIR 627 (or “Final Program EIR”) identifies significant or potentially significant environmental effects, prior to and after mitigation, which may occur as a result of the Board’s approval of the GAIP. In accordance with the provisions of CEQA and the Guidelines, the Board adopts these Findings as part of its certification of Final Program EIR 627.

1.2 ORGANIZATION/FORMAT OF FINDINGS

In compliance with the statutory requirements, the Findings are organized as follows:

1. Introduction to the CEQA Findings, Facts in Support of Findings, and Statement of Overriding Considerations for Final EIR 627.
2. An overview of background, including applicable regulations that must be considered in conjunction with the approval of the GAIP, including the Project Proposed for Approval.

3. Description of the GAIP and the Project Proposed for Approval, including an overview of the discretionary actions required for the Project approval and a statement of the Project Objectives.

4. Findings regarding the environmental impacts that were determined as a result of the Initial Study, Notice of Preparation ("NOP"), and consideration of comments received during the NOP comment period that were assessed as having no impact and did not receive further evaluation in the Draft Program EIR.

5. Findings regarding potentially significant effects identified in the Final Program EIR, which the County has determined would be less than significant with applicable standard conditions of approval, or regulatory requirements identified in the Draft Program EIR. This section includes environmental impacts that were initially identified as less than significant through the Initial Study process, but nonetheless were discussed and analyzed in the Draft Program EIR and confirmed in the Draft Program EIR to be less than significant.

6. Findings regarding potentially significant or significant effects identified in the Final Program EIR which the County has determined, with feasible mitigation measures identified in the Draft Program EIR, are less than significant.

7. Findings regarding significant effects identified in the Final Program EIR that cannot be feasibly mitigated to below the level of significance.

8. Findings regarding project alternatives.


Each category that discusses the environmental impacts of the Project Proposed for Approval, identifies the significance of the effects; applicable regulatory requirements, standard conditions of approval and mitigation measures relevant to the specific effects being considered; and the findings and facts in support of those findings.

To the extent relevant, the above-enumerated components of these Findings are accompanied by a discussion of significant effects, mitigation measures relevant to the specific effects being considered, findings, and facts in support of those findings.

### 1.3 Record of Proceedings

For purposes of CEQA and these Findings of Fact, the Record of Proceedings for the Final Program EIR 627 consists of the following documents and other evidence, at a minimum:

- Draft Program EIR 627 and Appendices A through I, technical reports, survey reports, and site assessment reports to the extent applicable, thereto;
- Comments and Responses to Comments (Volumes 1A, 1B, 2A, and 2B) on Draft EIR Program 627, which includes a list of all persons, organizations, and public agencies commenting on the Draft Program EIR;
c. Proceedings of the public meeting held on the Draft Program EIR, on September 26, 2018, held at the JWA Administrative Offices;
d. Transmittal package to the Orange County Airport Commission dated April 17, 2019;
e. Minutes of the Orange County Airport Commission meeting held April 17, 2019 and continued to May 1, 2019;
f. Transmittal package to the Board of Supervisors for their April 23, 2019 meeting;
g. Supplemental transmittal package to the Board of Supervisors dated May 2, 2019;
h. Public testimony provided at the Board of Supervisors meeting held on May 7, 2019;
i. Board of Supervisors’ Resolutions Nos. 19-__ and 19-__ relating to the GAIP and Final Program EIR 627, including all attachments thereto;
j. The Mitigation Monitoring and Reporting Program.
k. The Agenda Staff Report prepared and resolutions adopted by the County of Orange in connection with the Project.
l. Matters of common knowledge to the County, including but not limited to federal, State, and local laws and regulations.
m. Any documents expressly cited in these Findings of Fact.
n. Any other relevant materials required to be in the record of proceedings by Section 21167.6(e) of the California Public Resources Code.
o. All attachments and documents incorporated by reference identified in items a. through n. above, including the non-privileged, retained files on the Project. All such Project documents and materials, and Record of Proceedings, listed and identified above are fully incorporated by reference into these Findings.

1.4 LOCATION AND CUSTODIAN OF DOCUMENTS

The documents and other materials that constitute the record of proceedings on which these Findings of Fact are based are at the Airport Administrative Office, located at 3160 Airway Avenue, Costa Mesa, California. The custodian for these documents is the County of Orange. Copies of the documents that constitute the record of proceedings are, and at all relevant times have been and will be, available upon request at the County of Orange. This information is provided in compliance with Section 21081.6(a)(2) of the California Public Resources Code and with the California Code of Regulations, Title 14, Chapter 3, Section 15091(e).

1.5 PROGRAM LEVEL EIR

Final Program EIR 627 was prepared as a Program EIR pursuant to CEQA and the Guidelines. Section 15165 of the State CEQA Guidelines states, “where individual projects are, or a phased project is, to be undertaken and where the total undertaking comprises a project with significant environmental effect, the Lead Agency shall prepare a single program EIR for the ultimate project as described in Section 15168.”
As a Program EIR, it is recognized that the GAIP would be implemented over a period of years. As such, subsequent activities would be examined in light of the Final Program EIR to determine whether additional CEQA documentation would be required pursuant to the requirements of Section 21166 of CEQA (i.e., California Public Resources Code, Section 21166) and Sections 15162 and 15168 of the State CEQA Guidelines for subsequent site development approvals.

1.6 ENVIRONMENTAL REVIEW AND PUBLIC PARTICIPATION

In conformance with CEQA and the State CEQA Guidelines, the County conducted an extensive environmental review of the Project. This process included an initial project scoping with outreach to agencies and the public for input on the issues to be evaluated in the Draft Program EIR; the public review of the Draft Program EIR; and preparation of Responses to Comments on all written comments received during the public review period for the Draft Program EIR. The following is an overview of the major milestones in the environmental review and public participation process:

- In accordance with Section 15063 of the State CEQA Guidelines, the County prepared an Initial Study/Environmental Checklist for the GAIP and distributed it along with the Notice of Preparation ("NOP") to responsible and interested agencies and key interest groups. The NOP was distributed to 75 individuals and agencies for a 30-day review period beginning on March 30, 2017. In addition, email notices regarding the availability of the NOP on the JWA website were sent to all the lessees at the Airport, and the NOP was posted on the JWA website.

- A Scoping Meeting was held on April 12, 2017, from 6:00 to 8:00 PM at the JWA Administrative Office in the Airport Commission Meeting Room to facilitate agency and public review and comment on the NOP. Approximately 30 people attended the Scoping Meeting (28 people signed the sign-in sheet). A total of 13 comment letters were received during the 30-day NOP review period. The NOP, distribution list, and all comments received on the NOP have been included in Appendix A of the Draft Program EIR.

- In compliance with Section 15087 of the State CEQA Guidelines, the County of Orange circulated a Notice of Completion and copies of Draft Program EIR 627 (State Clearinghouse No. 2017031072) to the State Clearinghouse, responsible and trustee agencies, local agencies, and any other interested parties for a 45-day public review period. The public review period began on September 20, 2018, and was noticed as ending November 6, 2018. The Draft Program EIR consists of the following elements:
  - Draft Program EIR 627
  - Appendix A: NOP, Comments, and Handouts
  - Appendix B: General Aviation Opportunities Facilities Layout Report
  - Appendix C: General Aviation Forecasting and Analysis Technical Report
  - Appendix D: Orange County/John Wayne Airport (JWA) General Aviation Improvement Program (GAIP) Based Aircraft Parking—Capacity Analysis and General Aviation Constrained Forecasts
  - Appendix E: Air Quality Technical Report
Appendix F: Hazards and Hazardous Materials Reports
- Appendix F-1: Phase II Environmental Site Assessment Report
- Appendix F-2: Hazardous Materials Survey Report – South Coast Hangar
- Appendix F-5: Hazardous Materials Survey Report – Atlantic Aviation
- Appendix F-6: Hazardous Materials Survey Report – Jay’s Aircraft Maintenance
- Appendix F-8: Hazardous Materials Survey Report – County Hangars 7 & 13

Appendix G: Greenhouse Gas Technical Report

Appendix H: John Wayne Airport General Aviation Improvement Program Noise Analysis Technical Report

Appendix I: General Aviation Improvement Program Traffic Impact Analysis (April 2018)

- A Notice of Availability of the Draft Program EIR and for the September 26, 2018 public meeting was published in The Orange County Register, on September 20, 2018, as well as posted on the John Wayne Airport website. Notices were also sent (via U.S. mail or email, dependent on the contact information provided) to attendees of the public scoping meeting or parties that had requested the Airport add their contact information to the mailing list. A total of 756 notices were sent to various agencies, elected officials, organizations, businesses, and individuals.

- Copies of the Draft Program EIR, supporting technical appendices, and cited or referenced studies or reports were made available for review at the JWA Administrative Offices located at 3160 Airway Avenue in Costa Mesa, California 92626. The Draft Program EIR and technical appendices were also available online at www.ocair.com/DEIR627 and at 11 local branch libraries.

- A public meeting was held on September 26, 2018 at the JWA Administrative Offices in Costa Mesa. The presentation at the public meeting provided an overview of the GAIP and the findings of the Draft Program EIR. The public was also given an opportunity to provide input on the Draft Program EIR and to ask questions about the Project. Eight individuals provided public comments at the meeting during the public comment period of the meeting; however, additional comments were made during the public presentation portion of the meeting. A transcript of the public meeting was prepared and is included in Volume 1B, of the Responses to Comments of the Final Program EIR.

- Prior to the end of the public review period, the County received requests for a time extension. The County extended the review period until November 21, 2018, resulting in a 60-day public review period. In conjunction with the time extension, the County of
Orange sent letters on November 1, 2018 to all the original recipients of the Draft Program EIR and the Notice of Availability to inform them of the time extension. In addition, a notice of time extension was published in the Orange County Register. The notice was also posted on the JWA website.

- A total of 288 comment letters/cards/e-mails were received during the 60-day review period. Of these, 150 letters were a standardized form letter. Additionally, a number of the commenters submitted the same set of comments more than once or in multiple formats (i.e., electronically and hard copy). In addition, 28 comment letters/cards/e-mails were received after the end of the public review period, 10 of which are the standardized form letter, and one comment letter was sent to a member of the Board of Supervisors. Although the County is not required to respond to late comments, written responses to these comments have been prepared and are included in the Responses to Comments.

- As required by Section 15132(d) of the CEQA Guidelines, the Final Program EIR responds to comments regarding "significant environmental points raised in the review and consultation process". Many of the comments received do not identify any environmental issues or questions on the adequacy of the Draft Program EIR; therefore, pursuant to CEQA, no response is required. However, as part of these Responses to Comments, information is provided to enhance the commenters’ understanding of the GAIP. The majority of this information is contained in the Draft Program EIR.

- The Responses to Comments component of the Final Program EIR provides additional information in responses to comments and questions from agencies and the public. This additional information does not constitute significant new information requiring recirculation but rather, the additional information merely clarifies, amplifies, or makes minor modifications in an adequate Draft Program EIR. The Board of Supervisors finds that this additional information does not constitute significant new information requiring recirculation but rather, that the additional information merely clarifies, amplifies, or makes insignificant modifications in an adequate EIR. Specifically, the Board of Supervisors finds that the additional information (including the changes described above), does not show that any of the following would occur:

  1. A new significant environmental impact would result from implementation of the Project or from a new mitigation measure proposed to be implemented.
  2. A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.
  3. A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the Project, but the Project’s proponents decline to adopt it.
  4. The Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

In summary, the Board of Supervisors hereby finds that no significant new information has been added to the Final EIR since public notice was given of the availability of the Draft EIR that would require recirculation of the EIR.
In keeping with the requirements of Section 21092.5 of CEQA, which requires the Lead Agency to provide a copy of the written response to each public agency that commented on the Draft Program EIR, the County of Orange provided an electronic copy of the Responses to Comments to the public agencies that commented. In addition, the County sent a notification of the availability of the Responses to Comments to all parties that commented on the Draft Program EIR. The notice also provided detail on the hearing dates before the Orange County Airport Commission and the Board of Supervisors. The notices were sent at least ten days prior to the Board of Supervisors certifying the Final Program EIR. The Responses to Comments, which becomes part of the Final Program EIR, was released on April 9, 2019 and posted on the Airport’s website. The notice was also published in The Orange County Register on April 9, 2019.

An updated Volume 2A was posted to the Airport’s website on April 15, 2019 to include the Health Risk Assessment (HRA), which was an attachment inadvertently missing in the original document. Copies of the updated Responses to Comments were also sent via overnight mail to all commenting agencies, which were received on April 16, 2019. Notices were sent on April 18, 2019 to all parties that submitted comments on the Draft Program EIR to notify the public of the availability of an updated Responses to Comments Volume 2A and a change in the date for the Board of Supervisors hearing.

A notice was published in The Orange County Register on Monday, April 22, 2019 regarding the availability of an updated Responses to Comments Volume 2A and a change in the date for the Board of Supervisors hearing.

The Orange County Airport Commission held a special meeting on April 17, 2019, which was continued to its regularly scheduled meeting of May 1, 2019. There was an opportunity for the public to address the Commission and provide public testimony at each of these meetings.

This item appeared on the agenda for the April 23, 2019 and May 7, 2019 meetings of the Orange County Board of Supervisors, in the Board Chambers at 333 West Santa Ana Boulevard in Santa Ana, California. A notice of time, place, and purpose of the aforesaid meeting was provided in accordance with CEQA and the County’s noticing requirements.

### 1.7 Mitigation Monitoring and Reporting Program

As required by Public Resources Code Section 21081.6, the Board, in adopting these findings, also adopts the Mitigation Monitoring and Reporting Program ("MMRP") developed for the GAIP. The MMRP complies with the requirements to identify the method by which the adopted measure will be implemented; the responsible party for verifying the measure has been satisfactorily completed; the method of verification; and the appropriate time or phase for the implementation of each mitigation measure. The MMRP is designed to ensure that, during implementation of the GAIP, the County and other responsible parties will comply with the adopted mitigation measures, summarized below.

The MMRP, which is provided as Exhibit B to the Resolution, incorporates all components of the Mitigation Program identified in the Final Program EIR 627. The Mitigation Program identified in Final Program EIR 627 includes both mitigation measures ("MM") and minimization measures ("MN"). A mitigation measure is a Project-specific measure that has been developed to reduce a
potentially significant impact. A minimization measure is a condition proposed to reduce an adverse effect of the Project even when that effect does not result in a significant impact. As such minimization measures go beyond the requirements of CEQA. In addition, to facilitate tracking the MMRP includes the regulatory requirements and standard conditions of approval, which are also identified in the Final Program EIR. The regulatory requirements are based on local, State, or federal regulations or laws that are frequently required independently of CEQA review and also serve to offset or prevent specific impacts. The standard conditions of approval are taken from the County of Orange adopted Standard Conditions of Approval. These are conditions frequently required independently of CEQA review that serve to offset or prevent specific impacts; however, there is not a formally adopted regulation.

Recognizing this is a Program EIR, certain details of the Project design are unknown at this time. During subsequent levels of approval, the County will have the discretion to substitute a different, environmentally equivalent, measure that would result in the same or superior effect on the environment as those described in this Program EIR. It should also be noted, additional mitigation measures and requirements may also be required in association with approval of subsequent levels of planning in accordance with the law.
2.0 PROJECT LOCATION AND BACKGROUND

2.1 PROJECT LOCATION

The GAIP would be implemented at JWA, which is within an unincorporated area of Orange County and a portion within the City of Costa Mesa boundary. Although the Airport encompasses approximately 504 acres, the aviation activities at JWA are located on approximately 400 acres. Aviation activities are located south of Interstate ("I") 405, north of State Route ("SR") 73, west of MacArthur Boulevard, and east of Airway Avenue. The Airport area is surrounded by the cities of Newport Beach, Irvine, and Costa Mesa, as well as several unincorporated County islands.

Permanent improvements associated with the GAIP will be located on both sides of the runways in the area currently used for general aviation activities (i.e., south of the Airport Way on the east side and south of Paularino Avenue on the west side of the Airport). Construction staging/laydown areas are identified on Airport property located in the southwest quadrant of Bristol Street and Irvine Avenue and in a portion of the long-term parking lot located north of I-405 and south of Main Street.

2.2 PROJECT BACKGROUND

From 1923 to 1939, the Airport operated as a privately owned general aviation facility. JWA became a publicly owned facility in 1939. After serving as a military base during World War II, it was returned by the federal government to the County. A passenger terminal was built in 1967 but was demolished in 1994 after a new terminal and parking structure facilities opened in 1990. Through all of the improvements, the County remained committed to maintaining both general aviation and commercial aviation uses.

In 2016, general aviation accounted for the majority of JWA’s total aircraft operations (takeoffs and landings). The level of general aviation at the Airport has varied over the years with a high of 503,829 operations in 1991 and a low of 174,726 in 2013. However, general aviation has consistently represented the majority of operations at the Airport. In 2016, there were 192,800 general aviation operations, which represents nearly 67 percent of the Airport’s total number of operations (JWA 2017a). Although general aviation accounts for the majority of JWA’s total aircraft operations, over the past approximately 25 years, there has been an overall decline (-19.2 percent) in general aviation aircraft based at JWA (JWA 2017b).

Historical general aviation trends have shown a consistent decline in single-engine aircraft since 1980 at the Airport. Multi-engine piston aircraft experienced a sharp decline in the early 1990s and have continued to decrease, although at a slower rate; turbine-powered aircraft (turbo prop and jet) experienced variable growth at the Airport. Business jet operations steadily increased from 2003 to 2006, where it tapered to around 25,000 in annual operations and has remained relatively stable since then (AECOM 2018). Although the Project Proposed for Approval would reduce the number of general aviation aircraft based at JWA and the total number of general aviation operations, the majority of the flights at the Airport would continue to be general aviation operations. Additionally, the physical area at the Airport dedicated to general aviation would remain unchanged.
A number of factors led to the proposed comprehensive update of JWA's general aviation facilities. General aviation services and facilities at the Airport have not been comprehensively studied since 1990; and the character of general aviation has changed significantly since that time including, but not limited to (1) the introduction of new aircraft into, and other changes within, the general aviation fleet; (2) the advanced age of some of JWA's general aviation structures and resultant need for improvements; (3) the need to ensure compliance with FAA requirements related to proximity of buildings to taxiways and runways; and (4) the fact that a number of general aviation-related long-term leases have expired or are nearing expiration.

JWA is the home base for more than 480 private general aviation aircraft including helicopters and single-engine, multi-engine, and turbine aircraft. Currently, JWA has two full-service Fixed Based Operators (“FBOs”) (Atlantic Aviation and ACI Jet) and two limited service FBOs (Martin Aviation and Jay's Aircraft Maintenance). The full service FBOs provide aircraft fueling services, supplies, aircraft maintenance, flying lessons, and other services at the Airport. The Airport is also home to three flight schools (Sunrise Aviation, Orange County Flight Center, and Revolution Aviation). In addition to 379 general aviation tie-down/hangar spaces leased by the County, tie-down and hangar spaces are also provided by FBOs and other leaseholders at the Airport.

As part of its ongoing efforts to operate JWA in a manner sensitive to the residents who live under the approach and departure corridors, the County of Orange has established a sophisticated Airport Noise Monitoring System (“ANMS”), which monitors aircraft noise levels and obtains accurate data regarding aircraft flight tracks and fleet mix. The noise levels of all commercial aircraft operations and many general aviation operations are recorded at 10 permanent noise monitoring stations (“NMS”) around the Airport as part of the ANMS. Three of the NMS are located in Santa Ana Heights (1S, 2S, and 3S), which has been annexed by the City of Newport Beach; four are located in the City of Newport Beach (4S, 5S, 6S, and 7S), one is located in Irvine (8N), one is located in Santa Ana (9N), and one is located in Tustin (10N).

2.3 APPLICABLE REGULATORY REQUIREMENTS AND PROGRAMS

2.3.1 AIRPORT NOISE AND CAPACITY ACT OF 1990

A key federal regulation governing the operation of airports is the Airport Noise and Capacity Act of 1990 (“ANCA;” 49 U.S.C. Section 47521 et seq.). In the legislative findings, the U.S. Congress explained that “aviation noise management is crucial to the continued increase in airport capacity” because “community noise concerns have led to uncoordinated and inconsistent restrictions on aviation that could impede the national air transportation system.” (49 United States Code [U.S.C.] Section 47521(1)-(2).) Therefore, the U.S. Congress emphasized that a “noise policy must be carried out at the national level.” (49 U.S.C. Section 47521(3).) As a general matter, ANCA precludes the local imposition of noise and access restrictions that are not otherwise in accordance with the national noise policy.

A limited set of exemptions to the requirements of ANCA were provided upon ANCA's enactment. ANCA’s limitations do not apply to JWA’s existing curfew for commercial carrier operations, limitations on the number of annual passengers, number of average daily departures, or similar existing limitations because the 1985 Settlement Agreement, as amended, is “an intergovernmental agreement including an airport noise or access restriction in effect on
November 5, 1990” (49 U.S.C. Section 47524(d)(3)).¹ That being said, the exemptions do not extend to general aviation. The County, as the Airport proprietor is not allowed to place a cap on the number of general aviation operations at the Airport, without complying with the requirements of ANCA, including under most circumstances, prior FAA approval. Operational restrictions like those established in the JWA 1985 Settlement Agreement and enforced through the JWA Phase 2 Commercial Airline Access Plan and Regulation (“Access Plan”) and the General Aviation Noise Ordinance are permitted only when an airport proprietor meets six specific and extremely difficult statutory criteria and receives approval from the Secretary of Transportation. Since the implementation of ANCA, no airport has successfully completed this review and approval process.

2.3.2 JWA PHASE 2 COMMERCIAL AIRLINE ACCESS PLAN AND REGULATION

The County’s Phase 2 Commercial Airline Access Plan and Regulation, also known as the Access Plan, provides definitions that must be used to determine whether an operation and/or operator at the Airport is “Regularly Scheduled Air Service” and/or a “Regularly Scheduled Commercial User” (see, Access Plan, Sections 2.39 and 2.40, respectively).

Section 2.39 defines “Regularly Scheduled Air Service” to include “… all operations conducted by a Regularly Scheduled Commercial User at JWA.” Operations which qualify under these definitional terms must comply with the regulations set forth in the Access Plan, including, but not limited to, the Million Annual Passenger (“MAP”) limitation at the Airport, which is provided in Section 2.26 of the Access Plan.

Section 2.40 defines “Regularly Scheduled Commercial User” as “…any person conducting aircraft operations at JWA for the purpose of carrying passengers, freight, or cargo where such operations: (i) are operated in support of, advertised, or otherwise made available to members of the public by any means for commercial air transportation purposes, and members of the public may travel or ship Commercial Cargo on the flights; (ii) the flights are scheduled to occur, or are represented as occurring (or available) at specified times and days; and (iii) the person conducts, or proposes to operate, departures at JWA at a frequency greater than two (2) times per week during any consecutive three (3) week period.”

General aviation operations, which do not fall within the definitional provisions of a “Regularly Scheduled Commercial User” or “Regularly Scheduled Air Service” set forth in Section 2.39 or 2.40 of the Access Plan must adhere to the regulations set forth in the General Aviation Noise Ordinance (“GANO”). There are no operational limitations placed on general aviation operations or general aviation passenger totals at the Airport. To the extent that general aviation charter operations fall within the definition of Section 2.39, they would need to comply with the provisions of the Access Plan, including the limitation on the number of passengers (i.e., the million annual passenger cap in the 2014 Settlement Agreement Amendment).

¹ In adopting the 1985 Master Plan and as mitigation under EIR 508, the County adopted, modified, or left intact various operational restrictions for JWA, including limits on operations during certain nighttime hours, maximum permitted single-event noise levels at defined noise monitoring station locations, limitations on the number of average daily departures by commercial airplane operators, and various other restrictions.
2.3.3 GENERAL AVIATION NOISE ORDINANCE

The County's General Aviation Noise Ordinance ("GANO")\(^2\) establishes limitations on the maximum single event noise levels, which are applicable to both commercial and general aviation operations and noise restrictions applicable to nighttime operations (i.e., a curfew). The principal policy objective of the GANO is to exclude from operations at JWA general aviation aircraft which generate noise levels greater than the noise levels permitted for aircraft used by commercial air carriers.

The Airport maintains 10 permanent noise monitoring stations ("NMS") located to the north and south of the Airport. The GANO specifies noise limits at each NMS that vary by time of day. Compliance with the GANO is mandatory unless deviations are made necessary by air traffic control instructions, weather, a medical or in-flight emergency, or other safety considerations.

Generally, general aviation operations are permitted 24 hours a day, subject to daytime and nighttime noise limits. However, the curfew prohibits all regularly scheduled commercial operations and general aviation operations exceeding 86 dB SENEL at specified noise-monitoring terminals from taking off between the hours of 10:00 PM and 7:00 AM (8:00 AM on Sundays) and from landing between 11:00 PM and 7:00 AM (8:00 AM on Sundays). These local proprietor restrictions were adopted prior to the passage of the ANCA. Therefore, these restrictions are “grandfathered” under the terms of that statute and its implementing regulations.

2.3.4 SOUND ATTENUATION PROGRAMS

The Airport has adopted two noise attenuation programs. The Santa Ana Heights Acoustical Insulation Program ("AIP") was extensively implemented at JWA as a mitigation measure for the 1985 Master Plan EIR. AIP eligibility was based on the future 65 dB-Community Noise Equivalent Level ("CNEL") contour predicted in the 1985 Master Plan. Sound insulation was provided for 71 percent of the eligible residences (427 residences) in the AIP area. Of those not insulated, five residences were found to already have sufficient insulation to reduce interior noise levels to less than 45 CNEL. Avigation easements were acquired from the property owners for 16 residences. Seventy six (76) dwelling units were found to be non-conforming uses located in an area zoned for business park uses; prescriptive avigation easements were acquired for these residences. Of the 78 remaining residences that were not insulated, 19 homeowners declined the offer, and 59 homeowners did not respond despite a good faith effort to contact them. As noted, this program has been deemed complete.

A second Sound Insulation Program ("SIP") was adopted in conjunction with the 2014 Settlement Agreement Amendment. The program, adopted with the certification of Final EIR 617, provides a monitoring program to compare future noise levels to those of the 2013 Annual Noise Report. For properties in the County jurisdiction, if the noise levels have increased by 1.5 dB or more, over the 2013 levels at NMS 1S, 2S, and 3S, all noise-sensitive uses represented by that NMS not previously insulated under the 1985 AIP, will be eligible for evaluation for

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\(^2\) Orange County Municipal Code Article 3 Section 2-1-30.
participation in the SIP. For properties in the City of Newport Beach, an increase of 1.0 dB has been established for evaluating eligibility.

When it is determined that a noise-sensitive use is significantly impacted based on measured noise levels and the relevant significance thresholds, that use will be evaluated by the County of Orange for eligibility for sound insulation. The evaluation will be performed by measuring the indoor noise levels for each habitable room or educational space. If the average noise level in all habitable rooms or education spaces of a use is greater than an average of 45 CNEL, then the use will be eligible for sound insulation. Additionally, if the average noise level is less than 45 CNEL, any use with a noise level greater than an average of 45 CNEL in any habitable room or educational space also will be eligible for sound insulation if the FAA waives its requirement that noise levels be averaged across all habitable rooms or education spaces. The implementation of sound insulation will depend on satisfying the FAA criteria described in Chapter 812 of Order 5100.38C Airport Improvement Program Handbook.

This program has not been initiated because to date an increase in noise levels sufficient to require implementation of the SIP has not occurred. It should also be noted that the analysis in Final EIR 617 assumed a continuation of the 2013 fleet mix. Improvements in aircraft may reduce the projected noise levels.
3.0 PROJECT DESCRIPTION

3.1 DESCRIPTION OF THE PROJECT PROPOSED FOR APPROVAL

The Project Proposed for Approval is the GAIP, which is intended to provide the framework for general aviation improvements at the Airport by conducting a comprehensive evaluation of the general aviation facilities. By providing a concept that maximizes the efficiency and safety of facilities, the Airport will be able to prioritize future improvements, and the GAIP can be the basis for the review of potential future improvements proposed either by the County or by FBOs and other tenants as part of the leases at the Airport. The intent of the GAIP is not to eliminate any of the FBO services currently provided at the Airport, but rather allow more efficient operations that can better serve the long-term demand at the Airport.

The precise size and configuration of the improvements will be determined at the implementation phase of the GAIP and further project specific environmental review would be required. To provide for an environmental worst-case assessment, the concepts presented in Final Program EIR 627 for the Proposed Project and the alternatives, other than Alternative 3 and the No Project Alternative, generally represent the maximum amount of development for the various leaseholds.

For purpose of these Findings, the improvements identified as the Proposed Project in Final Program EIR 627 have been identified as the Project Proposed for Approval. General aviation at the Airport would continue to serve fixed wing piston aircraft (single- and multi-engine), fixed wing turbine aircraft (turboprop and turbojet); and helicopters. The Project Proposed for Approval would reduce the capacity for based aircraft by approximately 41 percent, compared to Baseline (2016) and approximately 27 percent compared to the number of based aircraft at the Airport in the Baseline condition. The Project Proposed for Approval would provide facilities to serve an increase in the number of general aviation jets.

The Project Proposed for Approval includes the following key design elements:

- Two Full Service FBOs—one on the east side of the Airport and one on the west side of the Airport, each with hangars and based aircraft located on the apron;
- Provisions for an optional general aviation terminal and General Aviation Facility ("GAF")\(^3\) that would be constructed at one of the Full Service FBO locations but would be accessible to all general aviation users;
- One Limited Service FBO, in addition to the Martin Aviation Limited Service FBO, for a total of two Limited Service FBOs;\(^4\)
- Correction of four existing non-standard design features (relocation of the perimeter road on east and west side of the airfield because they are within the Object Free Area ["OFA"] of Taxiways A and B, respectively; removal of two community hangars from the

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\(^3\) A GAF is a general aviation aircraft screening facility for Customs and Border Protection, Department of Homeland Security, for international general aviation arrivals.

\(^4\) Martin Aviation is not included in the GAIP because the lease extends to 2036, which is beyond the horizon year of the program.
existing Full Service Southeast FBO to comply with FAA height restrictions; and removal of 31 transient aircraft apron parking areas at the southeast portion of the Airport currently in the OFA for the approach to Runway 2L;

- Facilities to serve the Orange County Sherriff’s Department (“OCSD”) (hangar and tie-downs for OCSD helicopters);
- Flight schools, with aircraft parking on the apron;
- Capacity for approximately 354 based aircraft located in box hangars, community hangars, T-hangars, tie-downs and FBO apron spaces;
- Forecasted 167,900 annual aircraft operations (an operation is defined as either a takeoff or landing, each counting as one operation);
- Vehicle parking to accommodate the various uses;
- A self-service aircraft fueling station and aircraft wash rack;
- A potential left turn-lane on Campus Drive to provide access to the east side Full Service FBO; and
- Redesign of the Campus Drive and Quail Street access point to allow both ingress and egress (right-in and right-out) at the intersection. The redesign would require the security entrance gate to be moved further from the Campus Drive. The curb line would remain the same as existing conditions.

The construction of the improvements would be phased to minimize disruption to Airport operations and reduce the need to temporarily relocate based aircraft to other airports in the region. The phasing would require temporary relocation of uses while each area on the Airport is under construction. Construction is anticipated to take more than seven years to complete.

### 3.2 Project Objectives

Consistent with the requirements of CEQA, project objectives were developed to aid in the selection process by providing a standard against which to measure Project alternatives. The following objectives have been identified for the GAIP:

- To enhance safe and secure operations
- To utilize limited land area efficiently and economically
- To enhance compatibility between general and commercial aviation operations
- To embrace flexibility to allow for technological advances and market trends
- To maximize economic, self-sustaining, revenue producing facilities
- To assess the ability of existing infrastructure to support general aviation facilities

The Project Proposed for Approval would be able to fully meet five of the Project Objectives and would partially meet one of the Objectives. The Project Proposed for Approval is fully able to meet Objective 1. The Project Proposed for Approval would eliminate four non-standard design features at the Airport; therefore, it would enhance the safe and secure operations at the Airport.
(Objective 1). The Project Proposed for Approval would also fully meet Objectives 2, 3, 5, and 6. As discussed in Section 5.5 of the Final Program EIR, the Project Proposed for Approval fulfills Objectives 2 and 5 because this scenario would provide the size and type of facilities that would be responsive to market trends and would fully utilize the facilities at the Airport. By providing facilities that would be fully utilized, it would enhance the County’s ability to maximize the area that would support revenue-producing facilities. Similarly, the Project Proposed for Approval would also fully meet Objective 3. The Project Proposed for Approval would eliminate the non-standard features and would minimize the need to tow aircraft across the runway because the FBO sites would be consolidated. The Project Proposed for Approval would fully meet Objective 6 because the sizing of the proposed improvements would not exceed the capacity or conflict with the infrastructure that is in place to support the general aviation activities at the Airport.

The Project Proposed for Approval was identified as partially meeting Objective 4. This Alternative increases the number of community hangars, which by design provide the greatest flexibility; however, they are not maximized. Therefore, they do enhance the ability to meet market trends compared to existing conditions but would potentially not be as flexible in the future.

### 3.3 Project Approvals

The County of Orange, as the lead agency, is responsible for discretionary actions as a part of Project approval and implementation. The anticipated discretionary approvals are as follows:

- Certification by the Board of Supervisors of the Final Program EIR 627, which evaluates the environmental impacts resulting from the Project, in accordance with the California Environmental Quality Act of 1970 (“CEQA”), as amended (California Public Resources Code, Sections 21000 et seq.) and the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq.).
- Selection by the Board of Supervisors of the GAIP Project Proposed for Approval.

As a Program EIR, it is recognized that the GAIP would be implemented over a period of years. As such, subsequent activities that may be examined in light of the Final Program EIR 627 to determine whether additional CEQA documentation would be required pursuant to the requirements of Section 21166 of CEQA (i.e., California Public Resources Code, Section 21166) and Sections 15162 and 15168 of the State CEQA Guidelines for subsequent site development approvals, include:

- Approval by the Orange County Board of Supervisors of real property and license agreements such as leases
- Approval of development design and construction plans and issuance of building permits by Orange County Public Works
- Issuance of permits by the Orange County Health Care Agency for the self-serve fueling station

The Final Program EIR may also provide environmental information to responsible agencies and other public agencies that may be required to grant approvals and permits or coordinate with
the County as a part of GAIP implementation. These agencies include, but may not be limited to, those listed below.

- **City of Newport Beach.** Issuance of encroachment permits for work in City right-of-way on Campus Drive for construction of the left-turn lane providing access to the east side full service FBO.

- **City of Costa Mesa.** Issuance of use permits and City Fire Department approvals associated with improvements on the Southwest Limited Service FBO and Full Service Northwest FBO.

- **Orange County Fire Authority.** Issuance of permits for installation of the self-serve fueling station.

- **South Coast Air Quality Management District.** Issuance of permits, including provisions in Rule 201 (Permit to Construct); Rule 203 (Permit to Operate), and Rule 1401 (New Source Review of Toxic Air Contaminants), would be applicable for the self-serve fueling station.

Additionally, federal approvals would be required prior to implementation of the Project Proposed for Approval. An FAA-approved Airport Layout Plan (“ALP”), showing the location of existing and planned development would be required. All improvements would be required to comply with the applicable FAA design requirements and FAA approval would also be required for improvements on the airfield portion of the Airport. If a GAF is constructed, as provided for in the Project Proposed for Approval, it would need approvals from Customs and Border Protection (“CBP”) and comply with applicable CBP design requirements. Federal approvals would require compliance with the requirements of the National Environmental Policy Act (“NEPA”).
4.0 **Effects Determined to Have No Impact or Less Than Significant Impact and Not Evaluated in the Environmental Impact Report**

State CEQA Guidelines Section 15091 does not require specific findings to address environmental effects that an EIR evaluates and identifies as “no impact” or a “less than significant” impact. Nevertheless, these Findings of Fact fully account for all environmental categories, including environmental categories that were analyzed and determined to have either no impact or a less than significant impact on the environment. In accordance with Section 15128 of the State CEQA Guidelines, the following identifies the areas on the Initial Study checklist (circulated as part of the NOP) where it was assessed that the GAIP would have “no impact” or “less than significant impact” and the reasons supporting this assessment. The Board hereby finds that the Project Proposed for Approval would either have no impact or a less than significant impact without the implementation of mitigation measures in the following resource areas:

- **Aesthetics:** JWA is located in an urbanized area of the County with no scenic resources on or adjacent to the Airport. All GAIP modifications would be located within the Airport boundaries. Therefore, no impacts to a scenic vista or scenic highway would occur (Environmental Checklist question 1[a]). There are no designated or eligible State or local scenic highways within the vicinity of the Airport. There are also no historic buildings adjacent to the Airport site (Environmental Checklist question 1[b]).

- **Agriculture and Forestry Resources:** The GAIP would not result in any impacts to farmlands listed as “Prime,” “Unique,” or of “Statewide Importance” based on the 2014 Orange County Important Farmland Map prepared by the California Department of Conservation (Environmental Checklist question 2[a]). The Project would not result in pressures to convert farmlands to other uses, and the Project site is not within a Williamson Act contract (Environmental Checklist question 2[b]). No part of the GAIP site or adjacent areas is zoned forest land, timberland, or timberland zoned for Timberland Production, nor would the GAIP result in the loss of forest land or conversion to non-forest use (Environmental Checklist questions 2[c] through 2[e]).

- **Air Quality (odors):** The GAIP does not propose any land uses or modification to operations that would result in the creation of odors. The existing operations at the Airport involve minor odor-generating activities such as airplane exhaust; however, these types of odors are typical of an airport and would not create an odor nuisance pursuant to South Coast Air Quality Management District’s (“SCAQMD’s”) Rule 402 or extend beyond the limits of the Airport (Environmental Checklist question 3[e]).

- **Biological Resources:** The GAIP would not result in any direct habitat removal or modification to habitat that supports candidate, sensitive, or special status species listed by the California Department of Fish and Wildlife and/or the U.S. Fish and Wildlife Services (Environmental Checklist questions 4[a] and 4[b]). No designated wetlands or jurisdictional waters are located on the Airport property. The GAIP would also not result in indirect impacts to downstream resources because the GAIP would not change the water characteristics or discharge points for flows leaving the Airport (Environmental Checklist question 4[c]). The GAIP would not interfere with the movement of any native resident
or migratory wildlife species or impede the use of native wildlife nursery sites, as the GAIP does not adversely affect any waters supporting marine life and does not alter the existing Wildlife Hazard Management Plan ("WHMP") or introduce other elements that would increase the potential for aircraft collisions with migratory birds (Environmental Checklist question 4[d]). The GAIP would not result in removal of trees; thus, the GAIP would not conflict with a tree preservation policy and would not impact nesting birds through removal of vegetation (Environmental Checklist question 4[e]). The GAIP would not interfere with the goals of the Natural Community Conservation Plan/Habitat Conservation Plan ("NCCP/HCP") because it does not substantially impact habitat, species, or uses of the Upper Newport Bay Ecological Reserve. The GAIP would not substantially change the noise or other characteristics that would have the potential to jeopardize local populations of wildlife species and other target species covered under the NCCP/HCP or designated sensitive habitats (Environmental Checklist question 4[f]).

- **Geology and Soils:** No earthquake faults are identified on the GAIP site, and the GAIP site is not located within a designated Alquist-Priolo Earthquake Fault Zone. The northern portion of the Airport site (i.e., north of Runway 20R and the long-term and employee parking areas north of I-405) is subject to liquefaction; however, this area would not be affected by the GAIP improvements. The Airport site is flat and would not be subject to landslides (Environmental Checklist questions 6[a] through 6[d]). The GAIP does not propose any physical improvements that would require an alternative wastewater disposal system; therefore, no soils impacts related to septic tanks or alternative wastewater disposal systems would occur (Environmental Checklist question 6[e]).

- **Hazards and Hazardous Materials (hazardous materials sites; airport land use plans; private airstrips; emergency evacuation plan; wildlands):** The closest Cortese List site is approximately 1 mile southwest of the Airport; therefore, the GAIP would not expose the public to hazardous materials associated with the sites on the Cortese List (Environmental Checklist question 8[d]). No private airstrips are in the vicinity of the GAIP site, and the GAIP would not require an amendment to the Airport Environs Land Use Plan prepared for JWA (Environmental Checklist questions 8[e] and 8[f]). The GAIP would not impair or interfere with implementation of the emergency evacuation plan because it would not alter the types of facilities on site or access to the Airport (Environmental Checklist question 8[g]). The GAIP is located in an urbanized area and is not adjacent to wildlands (Environmental Checklist question 8[h]).

- **Hydrology (groundwater; drainage patterns; flood hazard areas; flooding; inundation):** The Airport does not provide for groundwater recharge and does not use groundwater. As a result, the GAIP would not involve any activities that would alter groundwater supplies (Environmental Checklist question 9[b]). The improvements associated with the GAIP would not substantially change the quantity of storm water or the points of discharge of runoff from the Airport to off-site areas; downstream drainage patterns would not be changed (Environmental Checklist questions 9[c] and 9[d]). The northern portion of the airfield is subject to potential flooding; however, this portion of the Airport is not an area used for general aviation, and the County has implemented several improvements to reduce flooding and ponding conditions at the Airport. Therefore, structures that may be constructed as part of the GAIP would not be subjected to a 100-year flood hazard. Additionally, the Airport is not in proximity to water bodies that would result in exposure to flooding as a result of failure of a levee or dam, nor would it be subject to inundation by seiche, tsunami, or mudflow (Environmental Checklist questions 9[g] through 9[j]).
- **Land Use and Planning (divide an established community; habitat conservation plan/natural community conservation plan):** The GAIP does not propose any physical improvements that would extend beyond the Airport limits or changes that would substantially modify the interface of the Airport with the surrounding land uses; therefore, it would not physically divide an established community (Environmental Checklist question 10[a]). The GAIP would not substantially change the noise or other characteristics; and would not jeopardize local populations of species covered under the NCCP/HCP; and, therefore, would not conflict with provisions of an approved local, regional, or State habitat conservation plan (Environmental Checklist question 10[c]).

- **Mineral Resources:** The JWA site does not have significant existing or potential mineral or energy resources within its boundaries (Environmental Checklist questions 11[a] and 11[b]).

- **Noise (groundborne vibration, private airstrips):** Groundborne vibration has not been identified as noticeable outside the Airport property; mass grading or blasting would not be required for implementation; and no part of the GAIP would change the Airport's vibration-generation potential. Therefore, the GAIP would not result in excessive groundborne vibration (Environmental Checklist question 12[b]). JWA is a commercial airport, and no private airstrips are in the vicinity of the GAIP site (Environmental Checklist question 12[f]).

- **Population and Housing:** The GAIP does not propose any development that would increase the population in the study area or within Orange County, nor would the GAIP be expected to have an effect on the population projections for Orange County because it would not provide infrastructure improvements that would lead to population increase. No housing is present on the GAIP site; therefore, the GAIP would not result in the displacement of people or housing (Environmental Checklist questions 13[a] through 13[c]).

- **Public Services:** The response times from the Orange County Fire Authority (OCFA) facilities to the Airport would remain unchanged, and the GAIP would not result in the need for new or upgraded fire protection facilities. The GAIP would not result in the addition of new access points to the airfield or changes in the nature of the Airport operations and, therefore, would not result in an increased demand for police protection services. The GAIP would not result in development of any residential units and, therefore, would not create an increased demand on schools, neighborhood and regional parks, or other public facilities, such as libraries. (Environmental Checklist questions 14[a][i] through 14[a][v]).

- **Recreation:** The GAIP would not generate an increase in population or provide development that would result in increased usage of existing neighborhood and regional parks. No physical deterioration would occur to existing recreational facilities as a result of GAIP implementation (Environmental Checklist questions 15[a] and 15[b]).

- **Transportation/Traffic (air traffic; hazards due to design features/incompatible uses; inadequate emergency access; conflict with policies, plans, and programs):** The GAIP may result in an incremental increase in certain types of general aviation flights and facilitate the transition to newer aircraft operating at the Airport; however, it would not change the air traffic patterns or result in a substantial safety risk due to an increase in operations (Environmental Checklist question 16[c]). The GAIP does not propose any substantial modifications to the Airport access points that would alter the operations of
the off-site circulation network. Therefore, the GAIP is not anticipated to result in impacts associated with design features; emergency access would not be impeded; and there would be no conflict with policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities (Environmental Checklist questions 16[d] through 16[f]).

- **Utilities and Service Systems (storm water drainage facilities; sufficient landfill capacity; compliance with statutes and regulations):** The Airport site is fully developed, and storm drains have been sized to accommodate storm flows in compliance with applicable standards. Changes to the quantity or flow rates of runoff from the Airport are not anticipated (Environmental Checklist question 18[c]). Any increased solid waste generated at the Airport would be able to be accommodated with the current landfill capacity and would comply with existing regulations pertaining to solid waste (Environmental Checklist questions 18[f] and 18[g]).
5.0 **Effects Determined to be Less Than Significant and Not Requiring Mitigation**

This section makes findings regarding the potential effects of the Project Proposed for Approval that were determined to be less than significant under both a project-level and cumulative impacts evaluation. The thresholds identified in the discussions below are the thresholds of significance used in Final Program EIR 627 and reflect the questions contained in the County’s Environmental Checklist. No mitigation measures are required for the impacts to be less than significant for these thresholds. However, there are several thresholds where regulatory requirements, standard conditions of approval, and/or minimization measures have been identified. As previously noted, for purposes of tracking compliance, those requirements are also incorporated into the MMRP. For the reasons described in more detail below, the Board hereby finds that the Project Proposed for Approval would have less than significant impacts without the implementation of mitigation measures in the following resource areas:

### 5.1 Aesthetics

#### 5.1.1 Finding

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative aesthetics impacts associated with the below-mentioned thresholds:

- **Threshold 4.1-1** Would the Project substantially degrade the existing visual character or quality of the Project site and its surroundings?

- **Threshold 4.1-2** Would the Project create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?

#### 5.1.2 Facts in Support of Findings

**Threshold 4.1-1**

Final Program EIR 627 evaluated the potential for both short-term (construction) and long-term (operational) impacts on the visual character of the Project site and the surrounding areas. Key views from public vantage points surrounding the Airport were evaluated.

Demolition, grading, and construction activities associated with implementation of the Project Proposed for Approval would present views of demolition debris, small amounts of excavated soils, and heavy equipment (e.g., backhoes, bulldozers, dump trucks) and activities and debris. The Final Program EIR identified that views of construction activities may be considered unappealing by some; however, other forms of development are common sights and interruptions to the visual character of urban areas and are largely accepted as temporary. As a result of the incremental implementation of the improvements, views of demolition and construction activities would not affect the same areas throughout all project phases. The staging or laydown areas are the only locations where components of construction may be visible during all phases of construction. These locations would be visible from the adjacent public roadways. Although not identified as a significant impact, the Airport has agreed to MN AES-1 (listed below)
that would provide for opaque security fencing surrounding the lay-down/staging areas. Given the urban context of the Airport site, views of construction would not substantially degrade the existing visual character or quality of the Project site and its surroundings. Therefore, impacts would be less than significant.

Long-term, the character of the improvements for the Project Proposed for Approval would be consistent with the visual character of the Airport. The Project would have to comply with existing FAA regulations related to building height, lighting and markings (see RR AES-1, listed below). This would further ensure the character of the Airport would not be substantially changed. It should be noted, the requirements in RR AES-1 were not adopted to preserve visual character, but compliance with these requirements would establish various design parameters for the GAIP improvements. The replacement of older facilities with new facilities would result in a visual improvement from most public vantage points. Therefore, the Project Proposed for Approval would not substantially degrade the existing visual character or quality of the site and its surroundings and no mitigation measures are required.

The Project Proposed for Approval would not contribute to a significant cumulative impact on the visual character or quality of the Airport or surrounding viewed. As discussed in Final Program EIR 627, in order for a cumulative aesthetic impact to occur, the proposed elements of the cumulative projects would need to be seen together or in proximity to each other. If the projects were not in proximity to each other, the viewer would not perceive them in the same scene. The context in which a project is being viewed will also influence the significance of the aesthetic impact. Given the developed nature of the area surrounding the Airport, the only cumulative project that would contribute to a change in the visual character is the Wickland Pipeline project, located on the west side of the Airport. Final Program EIR 627 identifies that the combined Project Proposed for Approval and the Wickland Pipeline project will result in an intensification of development on the Airport. However, both the Project Proposed for Approval and the Wickland Pipeline project would be consistent with the visual character of the Airport. Buildings surrounding the Airport provide visual screening of much of the site from off-Airport vantage places. No significant cumulative impacts have been identified and no mitigation measures are required.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would have less than significant direct and cumulative impacts on the existing visual character and quality of the site without the implementation of mitigation measures. Although significant impacts were not identified, the following regulatory requirement and minimization measure would apply to the Project Proposed for Approval. Although regulatory requirements and minimization measures are not identified as mitigation measures, the County does include them in the MMRP to ensure implementation tracking. The following regulatory requirement and minimization measure are identified in Final EIR 627.

**RR AES-1**

Prior to issuance of any building permit for individual general aviation projects at JWA, the contractor shall file a Notice of Proposed Construction or Alteration (FAA Form 7460-1) with the FAA regional office that will show compliance with the FAR Part 77 regulation, as it relates to building or structure heights, markings, lighting, and other standards. The FAA’s Determination of No Hazard shall be submitted to the County prior to the start of construction.

**MN AES-1**

Construction contract specifications for any phase of development where the Airport property on the southwest corner of Irvine Avenue and Bristol Street...
South (i.e., golf course area) will be used as a construction laydown area/staging area, shall include security fencing with opaque screening around the construction sites and staging areas to block the ground-level views of the site. No removal of trees shall be allowed at the staging area.

**Threshold 4.1-2**

Final Program EIR 627 evaluated the potential for both short-term (construction) and long-term (operational) impacts associated with light and glare.

There would be some construction activities that would occur during the nighttime hours, resulting in the need for temporary lighting. Lighting would have to comply with FAR Part 77 regulations (RR AES-1, identified above) to prevent hazards to aircraft operations. Given the lack of sensitive receptors adjacent to the construction site, impacts associated with lighting would be less than significant, and no mitigation is required.

All new long term light sources and potential glare sources would have to comply with FAR Part 77 regulations (RR AES-1, identified above), including types of lights and intensity of lighting and night/day lighting combinations. By complying with these regulations, the sources and intensity of lighting would be similar to existing lighting. In addition to avoiding the creation of hazards to Airport operations, compliance with these requirements would prevent the creation of new sources of substantial light or glare that would result in significant visual impacts.

Final Program EIR 627 evaluated potential glint and glare associated with the installation of solar panels. The greatest potential for glint and glare is generally associated with installation of large arrays of solar panels. Solar panels with an anti-reflective coating on the solar cells substantially reduces the potential for glint and glare. The coating also would increase the solar module’s light absorption properties, making them more efficient. Given the limited size of the Airport and the facilities being proposed (i.e., the largest FBO buildings would be about 21,653 square feet), the size of the solar installations would also be limited. Additionally, there are no sensitive views adjacent to the Airport; therefore, the aesthetic impacts would be less than significant. MN AES-2 would require an applicant to perform a glare study in accordance with FAA guidance prior to installing solar panels.

None of the cumulative projects would result in substantial light and glare. Both the GAIP and the Wickland Pipeline project would be required to comply with FAA requirements pertaining to lighting and use of reflective materials, thereby minimizing the potential for light and glare impacts. Cumulative visual impacts would be less than significant for this threshold.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would have less than significant direct and cumulative light and glare impacts without the implementation of mitigation measures. Although no significant impacts have been identified, RR AES-1, listed above, would also serve to reduce potential impacts associated with light and glare. MN AES-2, listed below, would apply if as part of the site development process, installation of solar panels is proposed. Regulatory requirements and minimization measures are not identified as mitigation measures; however, the County does include them in the MMRP to ensure implementation tracking. The following minimization measure is identified in Final EIR 627.
MN AES-2  Prior to issuance of a building permit for any project proposing the use of solar panels, the applicant shall prepare an evaluation of glare and glint on surrounding land uses and effects on navigation. The evaluation shall include description of the number, style, and placement of all solar panels. Additionally, evaluation shall include an analysis consistent with FAA guidance on evaluating solar technologies at the Airport. The evaluation shall be approved by the John Wayne Airport, Deputy Director, Facilities.

5.2  AIR QUALITY

5.2.1  FINDING

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative air quality impacts associated with the below-mentioned thresholds:

Threshold 4.2-1  Would the Project conflict with or obstruct implementation of the applicable air quality plan?

Threshold 4.2-2  Would the Project violate any air quality standard or contribute substantially to an existing or projected air quality violation?

Threshold 4.2-3  Would the Project result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?

Threshold 4.2-4  Would the Project expose sensitive receptors to substantial pollutant concentrations?

5.2.2  FACTS IN SUPPORT OF FINDINGS

Threshold 4.2-1

John Wayne Airport is located in the South Coast Air Basin (“SoCAB”). The U.S. Environmental Protection Agency (“USEPA”), the California Air Resources Board (“CARB”), and the South Coast Air Quality Management District (“SCAQMD”) regulate air quality in the SoCAB. The SCAQMD and Southern California Association of Governments (“SCAG”), in coordination with local governments and the private sector, develop the Air Quality Management Plan (“AQMP”) for the SoCAB to satisfy the requirements of the Federal Clean Air Act for areas designated as nonattainment.

Final Program EIR 627 evaluated consistency with the 2016 AQMP adopted by the SCAQMD, which was then incorporated into the State Implementation Plan (“SIP”) in 2017. SCAQMD's 2016 AQMP relies on the latest scientific and technological information and planning assumptions relevant to air quality, including information regarding regional growth forecasts and transportation control measures in the 2016–2040 Regional Transportation Plan/Sustainable Communities Strategy (“RTP/SCS”), which was adopted by the SCAG Regional
Council in 2017. The 2016 AQMP also is built on extensive consultation between CARB and SCAQMD regarding the reduction of emissions from mobile sources. In that vein, the 2016 AQMP recognizes that some sources – referred to as “federally controlled sources” in the AQMP – are under the jurisdiction of the U.S. EPA; the 2016 AQMP explicitly recognizes aircraft as a federally controlled source.

As discussed in the Final Program EIR, JWA staff participated in SCAG’s Aviation Technical Advisory Committee and coordinated with SCAQMD to ensure that aircraft operations data specific to the Airport (such as the number of operations, fleet mix and taxi times) were accounted for throughout the forecasted planning period for both the RTP/SCS and AQMP. JWA staff also provided SCAQMD with information regarding estimated construction-related emissions at the Airport during the subject planning period, including those associated with the development of any GAIP-facilitated facilities. As a result of this inter-agency coordination, emissions associated with the GAIP have been planned for and accounted for in the 2016 AQMP.

By the nature of the applicable regional air quality plans, cumulative projects have been incorporated by way of the regional growth projections. By being consistent with the 2016 AQMP, the Project Proposed for Approval would neither conflict with nor obstruct implementation of the 2016 AQMP; therefore, no direct or cumulative impact has been identified. For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not conflict with or obstruct implementation of the applicable air quality plan; therefore, direct and cumulative impacts would be less than significant impacts without the implementation of mitigation measures.

**Threshold 4.2-2**

**Operational Emissions**

The Project Proposed for Approval would result in changes to the Airport’s general aviation aircraft operations and fleet mix. The Project Proposed for Approval would not change the number of commercial air carrier operations, fleet mix, runway use, flight tracks, or terminal area.

The analysis in the Final Program EIR used the required Federal Aviation Administration’s (“FAA”) Aviation Environmental Design Tool (“AEDT”, Version 2d) to model operational emissions from aircraft operations, auxiliary power units (“APU”), and ground support equipment (“GSE”) at the Airport. The analysis evaluated projected ultimate fleet mix and number of operations, as well as an evaluation of overlapping impacts when construction and operational emissions would occur at the same time.

The daily net impacts of operational emissions were calculated by subtracting the operational emissions of the Baseline (2016) Conditions from those of the Baseline Plus the Project Proposed for Approval. When compared to the SCAQMD regional and localized significance thresholds, no operational exceedances have been identified. Therefore, operational emissions of criteria pollutants would be less than significant for operations.

The cumulative impacts analysis for air quality is based on the guidance provided by SCAQMD. Pursuant to that guidance, projects that exceed the project-specific significance thresholds are

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5 Construction impacts for this threshold are discussed in Section 6.1 of these Findings.
considered by the SCAQMD to be cumulatively considerable. Projects that do not exceed the project-specific thresholds are generally not considered cumulatively significant. Therefore, the Project Proposed for Approval would not contribute to a cumulatively significant operational air quality impact.

For the reasons described above, the Board hereby finds that the operational emissions associated with the Project Proposed for Approval would not violate air quality standards or contribute substantially to an existing or projected air quality violation; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although significant operational impacts were not identified, MN AQ-2, listed below, requires the use of Zero Emission Vehicle (“ZEV”) GSE where available (e.g. tugs, water carts, lavatory carts, other ramp service equipment/vehicles) for 90 percent or greater of the GSE operating hours. Although minimization measures are not identified as mitigation measures, the County does include them in the MMRP to ensure implementation tracking. The following minimization measure is identified in Final EIR 627.

**MN AQ-2** General Aviation FBOs shall employ Zero Emission Vehicle (“ZEV”) GSE where available (e.g. tugs, water carts, lavatory carts, other ramp service equipment/vehicles) for 90 percent or greater of the GSE operating hours. Where ZEVs are not available, vehicles shall meet Ultra Low Emission Vehicle (“ULEV”) requirements. Where ULEVs are not available, and only diesel fuel engine trucks are available, the diesel-fueled truck shall comply with the On-Road Heavy-Duty Diesel Vehicles (In-Use) Regulation.

FBOs shall maintain monthly records regarding GSE type, make, model, year, fuel type, horsepower (if non-electric), and hours in-use. Monthly records are subject to audit and verification by JWA. These records shall be provided to JWA annually in June.

**Threshold 4.2-3**

The cumulative air quality impacts analysis in the Final Program EIR is based on the guidance provided by SCAQMD that states projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. Projects that do not exceed the project-specific thresholds are generally not considered cumulatively significant.

**Operational Emissions**

As noted under Threshold 4.2-2, the operational emissions associated with the Project Proposed for Approval are less than significant. Therefore, consistent with the SCAQMD’s guidance for assessing a project’s contribution to cumulative impacts, the Project Proposed for Approval would not be considered cumulatively significant.

As discussed under Threshold 4.2-2, although the operational air emissions would be less than significant, a minimization measure (MN AQ-2) was identified that would further reduce the air emissions associated with the Project Proposed for Approval. Additionally, the Project Proposed for Approval has been included as part of the regional long-range forecasted planning period for both the 2016-2040 RTP/SCS and 2016 AQMP (see Threshold 4.2-1). These regional planning programs are designed to meet the requirements of the Federal Clean Air Act (“CAA”) demonstrating attainment of the National Ambient Air Quality Standards (“NAAQS”) for the
South Coast Air Basin (“SoCAB”) and utilize the long-range growth forecasts to address the cumulative development in the region. Therefore, based on the SCAQMD guidance, the quantitative analysis conducted for Final Program EIR 627, and consistency with regional planning programs that reflect the GAIP, the Project Proposed for Approval would not result in a cumulatively considerable net increase of any criteria pollutant for which the SoCAB region has a non-attainment status under an applicable federal or state ambient air quality standard and impacts would be less than significant.

For the reasons described above, the Board hereby finds that the operational emissions associated with the Project Proposed for Approval would not result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard; therefore, impacts would be less than significant without the implementation of mitigation measures.

Threshold 4.2-4

As part of the Final Program EIR, the potential impact from toxic air contaminants (“TAC”) was evaluated. A GAIP-specific Health Risk Assessment (“HRA”) was prepared using the American Meteorological Society/Environmental Protection Agency Regulatory Model Improvement Committee Model (“AERMOD”) to estimate dispersion factors (i.e., TAC concentrations) resulting from emissions from aircraft, APU, GSE, and the avgas storage tank at nearby receptors. Receptors evaluation followed SCAQMD guidance, as well as discrete receptors placed at sensitive locations within 1,000 meters of the Airport. Both current and future sensitive receptors are included in this analysis. This includes planned residential developments, such as the Koll Center Residences and Newport Crossings, which are located within 1,000 meters of the Project. Off-site worker receptors are also evaluated in the HRA.

Lifetime cancer risk, chronic hazard index (“HIC”), and acute hazard index (“HIA”) were calculated at each receptor for the Project Proposed for Approval as compared to the Baseline conditions. The exposure parameters used to estimate excess lifetime cancer risks (over a lifetime of 70 years) for all potentially exposed populations were obtained using risk assessment guidelines from California Office of Environmental Health Hazard Assessment (“OEHHA”). These exposure assumptions, designed to be protective of children younger than age 16, are assumed to be adequately protective of residents older than 30 years of age, including the elderly. For worker exposure, the total exposure duration analyzed is 25 years.

The incremental health risk results of this HRA were compared at the fence line of JWA to the SCAQMD thresholds of 10 in one million for cancer risk, and 1.0 for HIC and HIA. The maximum cancer risk for the Project Proposed for Approval is 0.27, at a worker receptor on the northern fence line of JWA. The maximum HIC and HIA are less than 1.0 for the Project Proposed for Approval at all receptors.

As noted under Threshold 4.2-2, the guidance provided by SCAQMD is if projects exceed the project-specific significance thresholds then they are considered by the SCAQMD to be cumulatively considerable. Projects that do not exceed the project-specific thresholds are generally not considered cumulatively significant. Based on the analysis provided as part of Final

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Program EIR 627, the Project Proposed for Approval would not contribute to a cumulatively significant impact associated with sensitive receptors exposed to substantial pollutant concentrations. Therefore, no mitigation measures are required and impacts would be less than significant related to health risks and exposure of sensitive receptors to substantial pollutant concentrations.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not expose sensitive receptors to substantial pollutant concentrations; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although the impacts are less than significant and no mitigation is required, MN AQ-2 (use of ZEV GSE where available) would further reduce potential TAC emissions associated with the Project Proposed for Approval. MN AQ-2 is provided above, under Threshold 4.2-2.

5.3 CULTURAL AND SCIENTIFIC RESOURCES

5.3.1 FINDING

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative impacts to cultural and scientific resources associated with the below-mentioned thresholds:

Threshold 4.3-1 Would the Project cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

Threshold 4.3-2 Would the Project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Threshold 4.3-3 Would the Project disturb any human remains, including those interred outside of dedicated cemeteries?

Threshold 4.3-4 Would the Project cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?

5.3.2 FACTS IN SUPPORT OF FINDINGS

Threshold 4.3-1

In conjunction with the preparation of Final Program EIR 627, a cultural resources records search was conducted at the South Central Coastal Information Center (“SCCIC”) at California State University, Fullerton. Although the Project Proposed for Approval will not involve improvements to the entire Airport site, for purposes of the cultural resources record search, the approximately 400 acres of the Airport dedicated to aviation activity was assumed as the GAIP Area of Potential Effect (“APE”). Few archaeological resources have been identified near the GAIP APE, and there is no record of significant archaeological resource within the area affected by the Project Proposed for Approval. The Airport site has been heavily disturbed from previous construction activities and the shallow depth of excavation associated with the improvements for the Project Proposed for Approval would minimize the potential for the discovery of significant archaeological resources. Additionally, Standard Condition (“SC”) SC CULT-1 requires
a County-certified archaeologist to monitor grading activities should construction disturb native soil. The County routinely applies this standard condition to avoid and/or minimize the potential for impacts to archaeological resources. With application of this standard condition, no significant impacts would occur and no mitigation measures are identified as necessary in the Final Program EIR to protect archaeological resources.

In light of the low potential for impacts to archaeological resources and the site-specific nature of the resource, the Project Proposed for Approval would not contribute to a significant cumulative impact. Final Program EIR 627 acknowledged regional growth would include previously undeveloped land, which could lead to accelerated degradation of previously unknown archaeological resources. Each cumulative development proposal would be required to undergo environmental review and would be subject to similar resource protection requirements as the Project Proposed for Approval. Additionally, the specific list of cumulative projects identified on the Airport are not expected to disturb unknown cultural resources because of the shallow depth of excavation or in the case of the 2014 Settlement Agreement Amendment, the lack of physical improvements.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not result in a substantial adverse change in the significance of an archaeological resource; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. As previously noted, although standard conditions are not identified as mitigation measures, the County does include them in the MMRP to ensure implementation tracking. The following standard condition is identified in Final EIR 627.

**SC CULT-1**  
Prior to the issuance of the first grading permit, the applicant shall provide written evidence to the Manager, Building and Safety, that applicant has retained a County-certified archaeologist, to observe grading activities and salvage and catalogue archaeological resources as necessary. The archaeologist shall be present at the pre-grade conference, shall establish procedures for archaeological resource surveillance, and shall establish, in cooperation with the applicant, procedures for temporarily halting or redirecting work to permit the sampling, identification, and evaluation of the artifacts as appropriate. If the archaeological resources are found to be significant, the archaeological observer shall determine appropriate actions, in cooperation with the project applicant, for exploration and/or salvage.

Prior to the release of the grading bond the applicant shall obtain approval of the archaeologist’s follow-up report from the Manager, Building and Safety. The report shall include the period of inspection, an analysis of any artifacts found and the present repository of the artifacts. The archaeologist shall prepare excavated material to the point of identification. Applicant shall offer excavated finds for curatorial purposes to the County of Orange, or its designee, on a first refusal basis. These actions, as well as final mitigation and disposition of the resources, shall be subject to the approval of the Manager, Building and Safety. Applicant shall pay curatorial fees if an applicable fee program has been adopted by the Board of Supervisors, and such fee program is in effect at the time of presentation of the materials to the County of Orange or its designee, all in a manner meeting the approval of the Manager, Building and Safety. (County Standard Condition of Approval A02)
Threshold 4.3-2

The improvements associated with the Project Proposed for Approval would be conducted in an entirely built-out environment, substantially minimizing the potential for disturbance of paleontological resources. Based on a paleontological resources records search and literature review conducted by staff of the Los Angeles County Natural History Museum, no fossil localities have been recorded within the Airport boundary. Due to the expected shallow depth of construction, disturbance would occur predominately in the younger alluvial deposits, which would not be likely to yield fossils. The County routinely applies SC CULT-2, which requires a paleontologist be retained to observe grading activities, to avoid or minimize potential impacts. With application of this standard condition no significant impacts would occur and no mitigation measures were identified as necessary in the Final Program EIR to protect paleontological resources. There are no unique geologic features on the Airport site; therefore, no impacts would occur.

In light of the low potential for impacts to paleontological resources and the site-specific nature of the resource, the Project Proposed for Approval would not contribute to a significant cumulative impact. Final Program EIR 627 acknowledged regional growth would include previously undeveloped land, which could lead to accelerated degradation of previously unknown paleontological resources. Each cumulative development proposal would be required to undergo environmental review and would be subject to similar resource protection requirements as the Project Proposed for Approval. Additionally, the specific list of cumulative projects identified on the Airport are not expected to disturb unknown cultural resources because of the shallow depth of excavation or in the case of the 2014 Settlement Agreement Amendment, the lack of physical improvements.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not result in a substantial adverse change in the significance of a paleontological resource or unique geologic feature; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. As previously noted, although standard conditions are not identified as mitigation measures, the County does include them in the MMRP to ensure implementation tracking. The following standard condition is identified in Final EIR 627.

**SC CULT-2**

Prior to the issuance of the first grading permit, the project applicant shall provide written evidence to the Manager, Building and Safety, that applicant has retained a County certified paleontologist to observe grading activities and salvage and catalogue fossils as necessary. The paleontologist shall be present at the pre-grade conference, shall establish procedures for paleontological resource surveillance, and shall establish, in cooperation with the applicant, procedures for temporarily halting or redirecting work to permit sampling, identification, and evaluation of the fossils. If the paleontological resources are found to be significant, the paleontologist shall determine appropriate actions, in cooperation with the applicant, to ensure proper exploration and/or salvage.

Prior to the release of the grading bond the applicant shall submit the paleontologist's follow up report for approval by the Manager, Building and Safety. The report shall include the period of inspection, a catalogue and analysis of the fossils found, and the present repository of the fossils. Applicant shall
prepare excavated material to the point of identification, and offer excavated finds for curatorial purposes to the County of Orange, or its designee, on a first refusal basis. These actions, as well as final mitigation and disposition of the resources, shall be subject to approval by Manager, Building and Safety. Applicant shall pay curatorial fees if an applicable fee program has been adopted by the Board of Supervisors, and such fee program is in effect at the time of presentation of the materials to the County of Orange or its designee, all in a manner meeting the approval of the Manager, Building and Safety. (County Standard Condition of Approval A04)

Threshold 4.3-3

Based on the results of the records search and literature review, human remains are not likely to be found within the APE. Due to the level of past disturbance on the Airport, project-related ground-disturbing activities are not expected to encounter human remains, including those interred outside of dedicated cemeteries. Section 7050.5 of the California Health and Safety Code describes the protocols to be followed in the event that human remains are accidentally discovered during excavation of a site. In addition, the requirements and procedures set forth in Section 5097.98 of the California Public Resources Code would be implemented. This is identified as a Regulatory Requirement (“RR”) in Final Program EIR 627. Impacts would be less than significant in light of this State adopted regulation, which would apply to the Project Proposed for Approval.

The Project Proposed for Approval combined with the cumulative projects would not result in a significant impact on human remains. Discovery of human remains are site-specific and all proposed developments would undergo the same resource protection and regulatory requirements in case of discovery of human remains.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval is not expected to disturb any human remains; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although no significant impacts have been identified and regulatory requirements and standard conditions are not identified as mitigation measures, the County does include them in the MMRP to ensure implementation tracking. The following regulatory requirement is identified in Final EIR 627.

RR CULT-1 Human Remains. If human remains are encountered during ground-disturbing activities, Section 7050.5 of the California Health and Safety Code states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition of the materials pursuant to Section 5097.98 of the California Public Resources Code. The provisions of Section 15064.5 of the California Environmental Quality Act Guidelines shall also be followed. The County Coroner must be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner shall notify the Native American Heritage Commission (“NAHC”). The NAHC will determine and notify a Most Likely Descendent (“MLD”). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The descendent must complete the inspection within 24 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials. These requirements shall be included as
notes on the contractor specification and verified by the OC Development Services Department, prior to issuance of grading permits.

**Threshold 4.3-4**

The Project Proposed for Approval would remove and replace most of the buildings currently used for general aviation. Based on the review of aerial photography, Final Program EIR 627 documented that the buildings on west side of the Airport are all less than 50 years old. Additionally, none of these buildings were found to meet the Secretary of Interior's standards for historic significance. Several of the buildings on the east side of the Airport, and across Campus Drive in the city of Newport Beach were built prior to 1970. Most notably are the rows of T-hangars adjacent to Campus Drive. However, based on the review of more recent aerial photography, several of the T-hangars along Campus Drive have been replaced or relocated over the years because the locations of the hangars are slightly different (located farther to the south than what is shown in the 1970 aerial photograph). Based on the changes to the configuration of the other buildings on the east side of the Airport, the buildings shown in the 1970 aerial photograph have also been altered or replaced. The T-hangars do not have any distinctive architecture or features; rather, they are similar to other structures on the Airport, utilitarian in form, and consistent with the design of hangars on other airports. None of the Secretary of Interior's criteria would apply to the buildings on the east side of the Airport or adjacent to the Airport.

The Project Proposed for Approval would not have any direct impact on the buildings located across Campus Drive. The record search and review of the City of Newport Beach Historic Resources Element of the General Plan does not identify any resources adjacent to the Airport as being listed on the federal, State, or local registers for historic resources. The buildings on Campus Drive are low-lying office and commercial buildings without distinctive architectural character. Additionally, a comparison of the 1970 aerial photograph to current conditions shows that a number of the buildings have been altered over the years.

No impacts on historic resources would occur and no standard conditions or regulatory requirements have been identified as being applicable to the Project Proposed for Approval for the protection of historic resources. Since the Project Proposed for Approval would not have any impacts, it would not contribute to a cumulative impact. Additionally, none of the cumulative projects were identified as having impacts on historic resources.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not cause a substantial adverse change in the significance of a historical resource; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures.

**5.4 GREENHOUSE GAS EMISSIONS**

**5.4.1 FINDING**

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative greenhouse gas emissions (“GHG”) impacts associated with the below-mentioned thresholds:
Threshold 4.4-1  Would the Project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Threshold 4.4-2  Would the Project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

5.4.2  FACTS IN SUPPORT OF FINDINGS

Threshold 4.4-1

In the context of CEQA, “GHG impacts are exclusively cumulative impacts; there are no non-cumulative GHG emission impacts from a climate change perspective.” This characterization of GHG impacts is consistent with the recognition that climate change is a global phenomenon, and that GHG emissions do not result in localized impacts but rather contribute to overall atmospheric concentrations of GHGs that then influence the global climate.

Final Program EIR 627 evaluated the GHG impacts associated with both construction and operations for the Project Proposed for Approval. Construction emission estimates for the Project were developed using California Emissions Estimator Model (“CalEEMod”, Version 2016.3.2). The CalEEMod model calculates total emissions resulting from each construction activity. Construction estimates (including phase durations and estimated quantities) for the Project Proposed for Approval are based on the preliminary engineering data available at the time the modeling was completed for the Program EIR. Consistent with SCAQMD recommendations, construction-related GHG emissions are amortized over the life of the project, defined as 30 years, to determine significance.

The required FAA’s AEDT was used to model operational emissions from aircraft operations, APU, and GSE at the Airport. The evaluation focused on general aviation related activities because the Project Proposed for Approval would not change the number of commercial air carrier operations, fleet mix, runway use, flight tracks, or terminal area. Operational impacts from the Project Proposed for Approval are evaluated in comparison to the Baseline (2016) conditions. The net operational emissions (Baseline Plus Project Proposed for Approval less Baseline emission) plus the annual amortized construction emissions are then compared to the SCAQMD’s significance threshold of 10,000 metric tons of carbon dioxide equivalent per year (“MTCO2e/year”) used for industrial projects.

Final Program EIR 627 identifies the total net annual GHG emissions associated with the Project Proposed for Approval are substantially below the 10,000 MTCO2e/year threshold established by the SCAQMD for industrial projects.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment; therefore, no mitigation measures are required. Although impacts are less than significant and no mitigation measures are required, Final Program EIR 627 did identify the following regulatory requirements to further reduce construction and operational emissions. In addition, MN AQ-1, included in Section 6.1, and MN AQ-2, provided in Section 5.2, of these Findings, would also serve to reduce GHG impacts. Regulatory requirements are not identified as mitigation measures; however, the County does include them in the MMRP...
to ensure implementation tracking. The following regulatory requirements are identified in Final EIR 627.

**RR GHG-1**
GAIP facilities must be designed in accordance with the applicable Title 24 Energy Efficiency Standards for Residential and Nonresidential Buildings (California Code of Regulations [CCR], Title 24, Part 6). These standards are updated, approximately every three years, to incorporate improved energy efficiency technologies and methods. The Manager of Building & Safety, or designee shall ensure compliance prior to the issuance of each building permit.

**RR GHG-2**
GAIP facilities must be designed in accordance with applicable requirements of the California Green Building Standards (CALGreen) Code (24 CCR 11). The Manager of Building & Safety, or designee shall ensure compliance prior to the issuance of each building permit.

**Threshold 4.4-2**

Executive Order S-3-05, AB 32, and SB 32 are the primary State policies adopted for the purpose of reducing GHG emissions. Statewide regulations adopted in furtherance of those State policies, including GHG emissions standards for vehicles, are being implemented at the statewide level. For example, CARB’s Mobile Source Strategy and 2017 Scoping Plan include actions to deploy zero-emission technologies across a broad spectrum of sources, including airport GSE and off-road construction equipment.

The Airport has developed the *John Wayne Airport Climate Action Plan* ("CAP"), which establishes a framework to minimize Airport-related GHG emissions. The CAP establishes emission reduction goals and a process for implementation, monitoring, and reporting. The CAP was developed in furtherance of mitigation measures developed for the commercial carrier operations provided in the JWA Settlement Agreement Amendment EIR No. 617.

The GHG emissions for the Project Proposed for Approval would be less than significant (see Threshold 4.4-1). Additionally, the Project Proposed for Approval would implement applicable emissions-reducing strategies identified in CARB's Mobile Source Strategy and 2017 Scoping Plan, to the extent required by law. As noted above, Final Program EIR 627 would apply the provisions of the JWA CAP to the Project Proposed for Approval (MN GHG-1). Therefore, the Project Proposed for Approval would not conflict with any applicable plan, policy or regulation established for reducing GHG emissions impacts and impacts would be less than significant. No mitigation measures would be required; however, as noted above, the regulatory requirements and MN GHG-1 would further reduce GHG emissions.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases; therefore, no mitigation measures are required. Although impacts are less than significant and no mitigation measures are required, Final Program EIR 627 did identify the following minimization measure to further reduce GHG emissions. Minimization measures are not identified as mitigation measures; however, the County does include them in the MMRP to ensure implementation tracking. The following minimization measure is identified in Final Program EIR 627.
JWA shall require that all general aviation-related development and uses facilitated by approval of the GAIP comply with applicable measures set forth in its Climate Action Plan. This compliance requirement shall be set forth in all leasehold agreements for GAIP-related development. Additionally, compliance with building design-related measures shall be verified by JWA Deputy Director, Facilities or designee, prior to the issuance of building permits for GAIP-related development.

5.5 HAZARDS AND HAZARDOUS MATERIALS

5.5.1 FINDING

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative hazards and hazardous materials impacts associated with the below-mentioned thresholds:

Threshold 4.5-1 Would the Project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Threshold 4.5-2 Would the Project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Threshold 4.5-2 Would the Project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or wastes within one-quarter mile of an existing or proposed school?

5.5.2 FACTS IN SUPPORT OF FINDINGS

Threshold 4.5-1 and Threshold 4.5-2

Final Program EIR 627 evaluated both construction and operations impacts as it pertains to these thresholds.

Short-Term Construction Impacts

The Project Proposed for Approval would result in a variety of demolition, relocation, and construction activities. Improvements would be confined to the existing Airport footprint (i.e., no expansion of the general aviation uses beyond the current Airport limits). The demolition and construction activities would involve the use, storage, and handling of hazardous and non-hazardous materials as well as the generation of hazardous waste. Additionally, hazardous materials such as asbestos-containing materials and lead-based paint may be encountered during demolition and relocation activities associated with the Project Proposed for Approval.

In conjunction with the preparation of Final Program EIR 627, Hazardous Materials Survey Reports were prepared for the existing general aviation facilities that would be demolished as
part of the Project Proposed for Approval. The facilities located where a portion of the box hangars, flight school facilities, and a portion of the proposed T-Hangars would be located were the only facilities with asbestos containing materials ("ACM") requiring further remediation prior to demolition or construction activities. Lead-based paint ("LBP") samples were identified in two locations within the general aviation facilities including the area proposed for box hangars, flight school facilities, and a portion of the proposed T-Hangars.

In addition to demolition, construction activities would require hazardous materials be transported to the site. All hazardous materials used or generated as part of construction activities would be regulated by existing federal, State, and local regulations. By adhering to regulatory requirements and compliance with the County standard conditions, potential impacts associated with hazardous material use or generation due to demolition and construction of the Proposed Project would be maintained to below a level of significance.

**Long-Term Operational Impacts**

Operation and maintenance activities associated with the Project Proposed for Approval would be consistent with the existing conditions at the Airport (i.e., the services offered at the Airport would not change). Activities involving the use of hazardous materials include, but are not limited to, aircraft fueling and aircraft maintenance. Final Program EIR 627 includes a list of hazardous materials and wastes that would be associated with maintenance activities. Aircraft maintenance activities would be in designated maintenance, repair, and overhaul ("MRO") areas designed for adherence to best management practices ("BMPs") and control measures for handling and storing various types and quantities of regulated hazardous materials used to service several different aircraft at any given time. Standard design practices, such as hangars incorporating subfloor design measures to mitigate fuel and oil spillage would also reduce the potential for contamination or release of hazardous materials. These would be consistent with current regulations for the handling of hazardous materials and are required by standard conditions identified in Final Program EIR 627 and included below.

The Project Proposed for Approval incorporates provisions for the installation of a self-serve fueling station for avgas conceptually located on the west side of the Airport. The design requirements for the self-serve fuel station would include a secondary containment system to avoid release of fuel beyond the immediate area. Orange County Fire Authority ("OCFA") personnel from the Airport Rescue and Fire Fighting ("ARFF") station are located on site to intervene to prevent a fire, contain the spill, and/or prevent spilled fuel from entering the storm drain system. Compliance with applicable regulatory requirements (listed below) would be required for all fuel handling and transport activities.

Because hazardous materials are often site-specific and localized, the potential for cumulative impacts is limited. For cumulative hazards and hazardous materials impacts to occur, the projects would need to be relatively close to each other so cumulative impacts would collectively pose a significant impact. The Wickland Pipeline project and Settlement Agreement Amendment are cumulative projects that would also increase the amount of fuel stored and/or used at the Airport. The risks associated with the increased fuel storage were evaluated in the environmental documents prepared for these projects and the risks of a substantial spill or substantial rupture of the tanks is very remote. The most probable accident scenario for the bulk fuel storage tanks involves minor leakage or release of fuel (e.g., from valves or seals) into the bermed containment area that surrounds the tanks and does not represent a public or environmental health risk. In light of the adopted safety programs that are currently in operation...
and would be applicable to all the projects on JWA, the potential health risks are low because the fuel spills are contained and cleaned up and do not enter the Airport drainage system. Therefore, the cumulative impacts would be less than significant.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not (1) create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials; nor (2) would it create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. Therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although impacts are less than significant and no mitigation measures are required, Final Program EIR 627 did identify the following regulatory requirements and standard conditions that are designed to reduce impacts associated with the handling, use, and transport of hazardous materials. Regulatory requirements and standard conditions are not identified as mitigation measures; however, the County does include them in the MMRP to ensure implementation tracking. The following regulatory requirements and standard conditions are identified in Final Program EIR 627.

**RR HAZ-1** Prior to the start of demolition or construction at the facilities, an asbestos abatement work plan shall be prepared in compliance with federal, State, and local regulations for any necessary removal and disposal of such materials, (including, but not limited to, 40 CFR 61 Subpart M, Occupational Safety and Health Administration 8 CCR 1529, and South Coast Air Quality Management District Rule 1403) and shall include: (1) demolition plans and specifications incorporating any necessary abatement measures for the removal of materials containing asbestos or assumed to contain asbestos in compliance with federal, State, and local regulations; (2) A licensed California Department of Occupational Safety and Health contractor, certified by the CSLB and registered with Cal/OSHA shall perform all “asbestos-related work” that disturbs asbestos-containing materials or asbestos-containing construction materials at the facilities; (3) All persons who may come into contact with any asbestos-containing material during demolition, construction, and maintenance at the facilities shall be notified in writing to avoid removal or disturbance of the asbestos-containing material; (4) any suspect material not identified but assumed to contain asbestos disturbed during the course of demolition shall require a cease work order and examination by a California Department of Industrial Relations Division of Occupational Safety and Health certified asbestos consultant; (5) all known asbestos-containing material or asbestos-containing construction material, to the extent that the asbestos-containing material or asbestos-containing construction material becomes friable, must be removed prior to demolition; and (6) asbestos-containing waste material that is generated during demolition at the facilities shall be properly handled and disposed of in compliance with applicable federal, State, and local regulations.

**RR HAZ-2** Prior to the start of any construction/demolition at the facilities, a lead-based paint/lead-containing paint abatement work plan shall be prepared in compliance with federal, State, and local regulations (including, but not limited to Occupational Safety and Health Administration CCR Title 17 Section 37000-
37100 and Title 8 Section 1532.1 and South Coast Air Quality Management District Rule 301) for any necessary removal and disposal of such materials.

The work plan implementing these regulations shall also include the following elements as per the Hazardous Materials Survey Report: (1) demolition plans and specifications shall incorporate any necessary abatement measures for the removal of materials containing lead-based paint and/or lead-containing paint in compliance with federal, state, and local regulations; (2) paints identified as lead-based and in poor condition (peeling or chipped) and all loose, flaking, or otherwise deteriorated lead paint shall be stabilized prior to any other construction-related activity and/or demolition on site. The stabilization process must be completed by California Department of Public Health Certified Workers under a California Department of Public Health Certified Supervisor, and all loose and flaking paint shall be removed from all work areas; (4) lead-based paints, i.e., paint on the floor of Hangar 62, in good condition may be left in place if exposure to employees and the environment is controlled and the lead-containing waste is properly tested and disposed based on the test results; (5) compliance with recommendations contained in a negative exposure assessment, which has been prepared meeting Cal-OSHA standards, for the appropriate handling of materials tested, via XRF, and found to contain lead in amounts that may be a source of exposure to workers or may not meet testing limits for disposal including ceramic tiles in the restrooms prior to renovation or demolition; and (6) work area preparations as well as adequate worker protection and employee exposure monitoring and material testing as it relates to disposal will be required during any equipment demolition activity.

**RR HAZ-3**

All transportation of hazardous materials at the facilities is regulated at the federal (Title 49 of the *Code of Federal Regulations* ["49 CFR"] and State (Title 13 of the *California Code of Regulations* ["13 CCR"]) levels and requires compliance with all applicable federal, State, and local regulations pertaining to hazardous materials to ensure that the risk associated with the use and storage of the materials, after transport to JWA, is minimal. All hazardous materials shall be handled in full compliance with applicable requirements, and the necessary permits maintained by JWA. Carriers responsible for the transportation of hazardous materials are required to have a hazardous materials transportation license, issued by the California Highway Patrol ("CHP"). All fuel deliveries from suppliers within California will comply with all applicable requirements of the CHP’s biennial inspection of terminals ("BIT") program.

**RR HAZ-4**

Per USEPA requirements, a *Spill Prevention, Control, and Countermeasure Plan* is required to address all fueling related activities. Pursuant to 40 CRF Section 112, physical modifications to fueling facilities (i.e., the extension of the hydrant fueling system) may require a technical amendment to a SPCC Plan. Should SNAFuel, the operator of the hydrant fueling system, agree to extend the system to the East Full Service FBO(s), the JWA Environmental Engineer shall determine if an amendment to the SNAFuel SPCC Plan is required. Said amendment, if determined necessary, would be prepared in compliance with the requirements of the U.S. Environment Protection Agency as provided for in 40 CFR Section 112 to the satisfaction of the JWA Environmental Engineer.
RR HAZ-5  A *Spill Prevention, Control, and Countermeasure Plan* or an amendment to an existing SPCC may be required to address the additional fueling related activities prior to construction of the self-service fueling station. The JWA Environmental Engineer shall determine if an amendment to an existing SPCC Plan or a new plan is required. Prior to the self-serve fueling station becoming operational, said document, would be prepared in compliance with the requirements of the U.S. Environment Protection Agency as provided for in 40 CFR Section 112 to the satisfaction of the JWA Environmental Engineer.

SC HAZ-1  Prior to the issuance of a building permit for installation of an industrial oven, spray booth, powder-coating operation, dust collection equipment, welding operation, refrigeration system, or other hazardous equipment, the applicant shall provide the Manager, Permit Services with a clearance from OCFA, or other Local Fire Agency (if applicable), indicating plan compliance with Fire Code and all guidelines specific to the operation. (County Standard Condition FP02)

SC HAZ-2  Prior to the issuance of a grading permit or building permit, whichever comes first, for installation of an aboveground or an underground tank used for the storage of flammable, combustible, or hazardous liquids, the applicant shall provide the Manager, Permit Services with a clearance from OCFA indicating compliance with Guideline G-08. (County Standard Condition FP12)

SC HAZ-3  A. Prior to the issuance of a building permit, the applicant shall provide the Manager, Permit Services with a clearance from OCFA, or other Local Fire Agency (if applicable), indicating compliance with Guideline G-06.

B. Prior to the final inspection approval, the applicant shall provide the Manager, Permit Services with a clearance from OCFA, or other Local Fire Agency (if applicable), indicating a “Hazardous Materials Disclosure Chemical Inventory and Business Emergency Plan” packet has been submitted to the OCFA for review and approval. (County Standard Condition FP15)

SC HAZ-4  Applicant/operator shall store, manifest, transport, and dispose of all on-site generated waste that meets hazardous materials criteria in accordance with the *California Code of Regulations* Title 22 and in a manner to meet the satisfaction of the Manager, Health Care Agency (“HCA”)/Hazardous Materials Program. Applicant shall keep storage, transportation, and disposal records on site and open for inspection by any government agency upon request. Applicant shall store used oil filters in a closed, rainproof container that is capable of containing all used oil and shall manage the container as specified in Title 22, Chapter 30, Division 4, Section 66828 of the *California Code of Regulations*. (County Standard Condition RC02)

**Threshold 4.5-3**

The Project Proposed for Approval will redevelop and operate on the same portion of the Airport that is currently being used for general aviation uses. Mariner’s Christian School, located at Red Hill Avenue and Fisher Avenue, is approximately 0.25 mile west of the Airport facilities. The operation and maintenance activities would be consistent with the existing conditions at the Airport. The Project Proposed for Approval would not alter the delivery routes for fuel or require
substantially greater quantities of fuel being delivered to the Airport. None of the characteristics associated with the Project Proposed for Approval would substantially increase the quantity or nature of hazardous materials on the Airport. The Project Proposed for Approval does not propose changes to the adopted procedures for handling hazardous materials, which are all handled in full compliance with applicable codes. The adopted safety programs currently in operation are able to reduce the potential health risks because the fuel spills are contained and cleaned up on site and historically have not left the Airport. These adopted ongoing programs and procedures reduce the potential for risk of exposure to schools in proximity to the Airport. Impacts would be less than significant with implementation of the regulatory requirements and standard conditions listed above.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or wastes within one-quarter mile of an existing or proposed school; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures.

### 5.6 Land Use and Planning

#### 5.6.1 Finding

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative on-site land use and planning impacts associated with the below-mentioned thresholds:

**Threshold 4.6-1** Would the Project conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

#### 5.6.2 Facts in Support of Findings

**Threshold 4.6-1**

*Onsite Land Uses*

Final Program EIR 627 evaluated the potential conflict with a land use plan, policy, or regulation as it pertains to compatibility with land uses on site (i.e., on-Airport impacts). The proposed GAIP improvements would not introduce any uses that would be incompatible with the current general aviation functions at the Airport because the type of improvements (i.e., FBOs, hangars, and tie-downs) are consistent with the type of uses currently on site. Additionally, the area on the Airport dedicated to general aviation uses would not substantially change. The only reduction in overall area for general aviation uses would be associated with the transient aircraft

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7 Potential impacts to surrounding land uses are discussed in Section 7.1.
apron parking area located at the south end of the Airport. Aircraft are parked in an OFA for Runway 2L, and the Project Proposed for Approval would correct this non-standard condition.

Currently, there are license agreements for perimeter fence access for freight, cargo, and maintenance operations incidental to the transportation of passengers into the Airport from 3000 Airway Avenue in Costa Mesa (located immediately north of the Limited Service Southwest FBO). The parcel is not part of the Airport; however, the entry gate provides access to the secured portion of the airfield pursuant to “through the gate” license agreements with the County. No significant impact would be associated with maintaining access at this location. However, to ensure as development occurs in this location that full access between the gate and Perimeter Road is maintained MN LU-1, which is listed below, is included in the Final Program EIR.

Recognizing the constrained capacity at the Airport, one of the objectives of the GAIP is to utilize limited land area efficiently and economically. The GAIP includes facilities that recognize the trend toward the reduction of small single-engine fixed-wing piston aircraft and an increase in turboprops and business/private jets, and proposes facilities to accommodate this trend. However, an effect of this is a reduction in the number of general aviation aircraft based at the Airport. The type of aircraft that would be most affected by the reduction in general aviation capacity would be the single-engine fixed-wing piston aircraft. Even with the reduction, the majority of the space for based aircraft at the Airport would remain dedicated to fixed wing piston aircraft, and specifically single-engine fixed wing piston aircraft. The Project Proposed for Approval would result in a reduction of approximately 242 spaces compared to current capacity and a reduction of approximately 128 compared to the number of based aircraft in the Baseline (2016) condition.

Impacts similar in nature could occur during construction. Although the phasing of the Project Proposed for Approval is designed to minimize disruption at the Airport, during construction, current users of the general aviation facilities (i.e., FBOs and aircraft owners) would need to be temporarily relocated either to alternative locations on the Airport or to other airports in the region while each area on the Airport is under construction.

The loss of aircraft parking spaces may be perceived as adverse because it reduces the overall capacity at the Airport; however, it would not result in an incompatible land use or conflict with any applicable land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. The Airport is committed to maintaining general aviation uses; however, there are no requirements that establish a minimum or maximum amount of general aviation. JWA would continue to serve general aviation uses. The aircraft are accommodated on the Airport through lease agreements, which have established expiration dates or provisions for cancelation of the lease. The improvements would be phased, allowing additional time for aircraft owners to make other accommodations. Currently, both Fullerton Municipal Airport and Long Beach Airport have sufficient capacity to accommodate the displaced aircraft. Therefore, the reduction in the overall number of aircraft based at JWA would not result in a significant environmental impact. No mitigation measures are required for on-site land uses.

None of the cumulative projects would have impacts of the same nature as those discussed above; therefore, the potential for a cumulative on-site or policy impact is less than significant.

For the reasons described above, the Board hereby finds the Project Proposed for Approval would not conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project adopted for the purpose of avoiding or mitigating an environmental
effect; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although minimization measures are not identified as mitigation measures, the County does include them in the MMRP to ensure implementation tracking. The following minimization measure is identified in Final EIR 627.

MN LU-1 In conjunction with the review of development construction plans for facilities adjacent to 3000 Airway Avenue, Costa Mesa, California, the applicant shall ensure, and the JWA Deputy Airport Director, Facilities, or designee, shall verify, that secured gate access used to facilitate the movement of cargo and other items into and out of the Airport is maintained for an adequate connection to Perimeter Road. The precise location and configuration of the gate may be modified within this parcel but the function of the gate shall not be compromised.

Policy Consistency Analysis

Final Program EIR 627 evaluated consistency with policies of the Airport Environments Land Use Plan for John Wayne Airport (“AELUP”), the 2016–2040 Regional Transportation Plan/Sustainable Communities Strategy, the Orange County General Plan, and the General Plans of the jurisdictions immediately adjacent to the Airport (cities of Newport Beach, Irvine, and Costa Mesa). It should be noted, the cities of Newport Beach and Costa Mesa have been identified as responsible agencies. The City of Irvine does not have jurisdiction over any component of the Project Proposed for Approval; therefore, the analysis of the City of Irvine General Plan policies is provided in the Final Program EIR for informational purposes and was not used for the basis of making a determination of a significant impact.

The AELUP, the Orange County General Plan, and the City of Newport Beach General Plan have incorporated the 1985 Master Plan 65 CNEL noise contours as the Policy Implementation Line (“PIL”) for assessing land use compatibility. Although this contour is larger than the existing 65 CNEL contour, it is the basis of the Settlement Agreement, as amended. Final Program EIR 627 did identify there would be additional residences in the 65 to 70 CNEL contour when compared to the Baseline (2016) contour (see Section 7.1 of these Findings). However, the noise contours for the Baseline (2016) Plus Project Proposed for Approval does not exceed the policy implementation line for JWA. Therefore, the Project Proposed for Approval is consistent with the policies of the AELUP and the Orange County and City of Newport Beach General Plans. The Final Program EIR also identified that these homes either have avigation easements or are included in the area covered by the Acoustical Insulation Program (“AIP”) approved in conjunction with the 1985 Master Plan.

No policy inconsistencies were identified with the City of Costa Mesa General Plan or the 2016-2040 RTP/SCS.

No significant impacts were identified and no mitigation measures are required.

5.7 Noise

5.7.1 Finding

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative noise impacts associated with the below-mentioned thresholds:
Threshold 4.7-1 Would the Project expose persons to or generate noise levels in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies?

Threshold 4.7-2 Would the Project result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

Threshold 4.7-3 Would the Project result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?

Threshold 4.7-4 Would the Project expose people residing or working within an airport land use plan area to excessive noise levels?

5.7.2 FACTS IN SUPPORT OF FINDINGS

Threshold 4.7-1, Threshold 4.7-2, and Threshold 4.7-4

To determine the incremental increase in noise attributable to the Project Proposed for Approval, the noise analysis contained in Final Program EIR 627 compared the Baseline (2016) noise contours and applied the Project Proposed for Approval 2026 general aviation fleet mix and operations (i.e., an existing condition compared to existing plus project evaluation). The analysis was conducted using the required FAA AEDT model for estimating aircraft noise. AEDT requires the input of the physical and operational characteristics of the airport. Physical characteristics include runway coordinates, airport altitude, and temperature, and optionally, topographical data. Operational characteristics include various types of aircraft data. This includes not only the aircraft types and flight tracks, but also departure procedures, arrival procedures and stage lengths (flight distance) that are specific to the operations at the airport.

As outlined in Final Program EIR 627 Section 4.7 and the John Wayne Airport General Aviation Improvement Program Noise Analysis Technical Report [Appendix H], the key assumptions for the noise modeling include:

- The percentage of day, evening, and night distribution of future aircraft operations would be consistent with the percentage of existing operations.

- The total yearly commercial carrier operations (number of flights and fleet mix) for the Baseline (2016) plus No Project and the Baseline (2016) plus Project Proposed for Approval, are the same because the Project Proposed for Approval would not modify existing or future commercial carrier operations approved as part of the 2014 Settlement Agreement Amendment. The operations and fleet mix for the Project Proposed for Approval were developed based on the Orange County/John Wayne Airport (JWA) General Aviation Improvement Program (GAIP) Based Aircraft Parking—Capacity Analysis and General Aviation Constrained Forecasts (April 3, 2018), provided as Appendix D to the Final Program EIR.

- The flight tracks and runway use developed for the Baseline (2016) condition has been used for the Project Proposed for Approval. Runway use at JWA is based on aircraft size
with commercial aircraft and large jets using Runway 20R and smaller general aviation aircraft primarily using Runway 20L.

Using the AEDT model output, the specific CNEL values at each NMS for the Baseline (2016) and the Baseline (2016) Plus Project Proposed for Approval scenario was developed and the incremental change in noise levels between the Baseline (2016) and the Project Proposed for Approval were calculated. Impacts were then assessed. Consistent with State standards used for establishing a regional level of land use compatibility between airports and their surrounding environs, the 65 CNEL was used for assessing when potential compatibility impacts with noise sensitive uses would occur.

The County of Orange aircraft noise increase significance thresholds were used to assess the potential for a significant project-related impact. Using the County’s aircraft noise increase significance threshold, a sensitive receptor with noise exposures exceeding 65 CNEL with the project will be considered significantly impacted if the noise level with the project increases by 1.5 dB or more over the existing noise exposure. Sensitive receptors with noise exposures between 60 and 65 CNEL will be considered significantly impacted if the noise level with the project is 3.0 dB or more than the existing noise level. Sensitive receptors with noise exposures between 45 and 60 CNEL will be considered significantly impacted if the noise level with the project is 5.0 dB or more than the existing noise level.

**Project Impacts**

Final Program EIR 627 quantified the aviation noise levels at each NMS for the Project Proposed for Approval. NMS 1S, 2S, 3S, located in the Santa Ana Heights community in the City of Newport Beach, and NMS 8N, located in the City of Irvine, all have noise levels above 65 CNEL in the Baseline (2016) the Baseline Plus No Project, and the Baseline Plus Project Proposed for Approval scenarios. However, NMS 8N is located in a commercial area with no nearby noise sensitive uses. To assess the potential for a significant impact based on the thresholds (discussed above), the change in future noise values compared to the Baseline (2016) conditions were calculated because this represents the increased noise that would be attributable to the Project Proposed for Approval. At all the NMS, the change in CNEL value compared to the Baseline (2016) was substantially less than the significance threshold.

The Project Proposed for Approval does provide for construction of on-site office space and a flight school, which would be required to meet the interior noise criteria as specified in the Noise Element and Land Use/Noise Compatibility Manual. This requirement is contained in SC NOI-1.

Changes in traffic patterns caused by the Project Proposed for Approval would result in a slight increase in traffic noise levels along the roadways on the west side of the Airport and a slight decrease in traffic noise levels on the east side of the Airport. Changes in CNEL traffic noise levels along roadways in the vicinity of JWA were calculated using the traffic volumes provided in the Traffic Impact Analysis (Appendix I to Final Program EIR 627). The greatest changes in the noise levels attributable to changes in traffic volumes is projected to be an increase of 0.5 dB on Paularino Avenue between Red Hill Avenue and Airway Avenue. This increase in noise level would not be detectable to an average person. Additionally, this segment of roadway is a low volume roadway (4,000 average daily trips in the Baseline condition); therefore, roadway noise would not be substantial, and there are no adjacent noise-sensitive land uses. Impacts associated with traffic noise levels would be less than significant.
Cumulative Impacts

Final Program EIR 627 evaluated cumulative noise impacts. Because of the way noise levels are combined, in order for two noise sources to result in a cumulative impact, the noise levels generated by the sources need to generate similar noise levels that are just below or exceeding an applicable noise standard, 65 CNEL for residences. Two noise sources generating equal noise levels will result in a cumulative noise level 3 dB greater than the level from only one of the sources. Therefore, the noise levels from two individual sources would need to be within 3 dB of the standard for a cumulative impact to be possible. If the noise levels from two sources differ by 10 dB or more, the cumulative noise level is the same as the louder noise source. The noise levels must be within 4 dB of each other for the cumulative noise level to be 1.5 dB greater than the loudest noise level. These facts considerably limit the situations where cumulative noise impacts could occur.

The cumulative projects that would contribute to a change in the noise environment at the JWA are the FAA's SoCal Metroplex project and the 2014 John Wayne Airport Settlement Agreement Amendment. The final procedures in the Metroplex are still being evaluated by FAA; therefore, as discussed in the Final Program EIR it would be speculative to assume a flight path that differs from what was being used at the time the analysis was prepared. The cumulative analysis assumes the Phase 3 (2026 to 2030) operation of the commercial carriers consistent with the 2014 JWA Settlement Agreement Amendment and the 2026 general aviation projections associated with the Project Proposed for Approval. The noise analysis does take into account an increase in the use of aircraft in the Boeing 737-MAX and Airbus A320-NEO families based on the current aircraft orders reported by Boeing and Airbus in the U.S.

Similar to the project-level analysis, quantitative analysis for the cumulative conditions has been calculated for each NMS. NMS 1S, 2S, 3S, and 8N have noise levels above 65 CNEL in the Baseline (2016), the Cumulative No Project, and the Cumulative Project Proposed for Approval scenarios. As previously noted, NMS 8N is located in a commercial area with no nearby noise sensitive uses.

To assess the potential for a significant impact based on the thresholds (discussed above), the change in cumulative noise values compared to the Baseline (2016) conditions were calculated because this represents the increased noise that would be attributable to the cumulative conditions and the contribution of the Project Proposed for Approval to that incremental increase. At all the NMS, the change in CNEL value for the cumulative scenario compared to the Baseline (2016) was substantially less than the significance threshold. Additionally, a comparison of the data for the Project Proposed for Approval and the Future No Project Alternative, demonstrates that the majority of the change in noise levels in 2026 is associated the approved increase in commercial carrier operations provided for through the 2014 JWA Settlement Agreement Amendment. However, the change in noise level does not increase at a level greater than the significance threshold at any NMS even when comparing the 2026 cumulative noise levels (i.e., increase in commercial carrier operations and the GAIP operations) to the Baseline (2016) condition.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not (1) expose persons to or generate noise levels in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies; (2) result in a substantial permanent increase in ambient noise levels; and (3) expose people residing or working within an airport land use plan area to excessive noise levels. Therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation.
measures. Although impacts are less than significant and no mitigation measures are required, Final Program EIR 627 did identify the following regulatory requirement and minimization measure to further reduce potential noise impacts. Regulatory requirements and minimization measures are not identified as mitigation measures; however, the County does include them in the MMRP to ensure implementation tracking. The following regulatory requirement and standard condition are identified in Final Program EIR 627.

**RR NOI-1** The Orange County Municipal Code Article 3 Section 2-1-30, General Aviation Noise Ordinance, prohibits nighttime general aviation operations that exceed the specified SENEL noise limit at each of the noise monitoring locations.

**SC NOI-1** Except when the interior noise level exceeds the exterior noise level, the applicant shall sound attenuate all nonresidential structures against the combined impact of all present and projected noise from exterior noise sources to meet the interior noise criteria as specified in the Noise Element and Land Use/Noise Compatibility Manual.

Prior to the issuance of any building permits, the applicant shall submit to the Manager, Building and Safety, an acoustical analysis report prepared under the supervision of a County-certified acoustical consultant which describes in detail the exterior noise environment and the acoustical design features required to achieve the interior noise standard and which indicates that the sound attenuation measures specified have been incorporated into the design of the project. (County Standard Condition N02)

**Threshold 4.7-3**

Construction activities would result in a temporary increase in ambient noise. Construction noise is related primarily to the use of heavy equipment. The analysis conducted in Final Program EIR 627 evaluated the noise associated with construction equipment in both stationary and mobile modes. Construction activities are exempt from the quantitative limits of the Orange County Noise Ordinance provided the construction does not take place between the hours of 8:00 PM and 7:00 AM on weekdays, including Saturday, or at any time on Sunday or a federal holiday. However, due to FAA safety restrictions it is anticipated that some night construction would occur.

The Final Program EIR identifies the nearest sensitive land uses to the construction area for the Project Proposed for Approval is a new multi-story residential building on the south corner of Baker Street and SR-55. These residences are located about 1,760 feet from the nearest section of the construction zone. Existing commercial buildings are located between the Airport and the residential buildings, which provide attenuation to the construction noise. Based on this distance and the height of the intervening buildings, the worst-case mitigated peak ($L_{max}$) construction noise levels would be in the 44- to 59-dBA range at those residences on the east side of SR-55 for very short periods. The average noise levels are typically 5 to 15 dB lower than the peak noise levels. Average noise levels ($L_{eq}$) at the nearby residences could be in the range of 34 to 49 dBA. These noise levels are below the nighttime noise ordinance level (50 dBA) for the City of Costa Mesa, and the resultant noise levels are lower than existing ambient conditions in this area, which are about 65 dB CNEL. Therefore, noise from construction activities at the Airport for the
Project Proposed for Approval would not impact the noise-sensitive land uses nearest to the proposed construction area.

The cumulative projects involving construction activities are expected to be completed prior to the initiation of construction of the Project Proposed for Approval. Additionally, due to the built-out nature of the area immediately surrounding the Airport, there is limited potential for other large construction projects that would result in cumulative construction noise impacts. Therefore, cumulative construction noise would be less than significant.

The increases in noise associated with operation (i.e., aviation activity) of the Project Proposed for Approval, is evaluated under Thresholds 4.7-1, 4.7-2, and 4.7-4.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity. Therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures.

5.8 TRANSPORTATION/TRAFFIC

5.8.1 FINDING

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative transportation/traffic impacts associated with the below-mentioned thresholds:

**Threshold 4.8-1** Would the Project conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?

**Threshold 4.8-2** Would the Project conflict with an applicable congestion management program, including, but not limited to level of service standard and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

5.8.2 FACTS IN SUPPORT OF FINDINGS

**Threshold 4.8-1**

The traffic study area for the Project Proposed for Approval was identified in cooperation with the local jurisdictions surrounding the Airport (i.e., cities of Costa Mesa, Newport Beach, and Irvine). The analysis considers two study areas. The “primary study area” encompasses those intersections that are included in the peak hour impact analysis. The criteria for selecting this primary study area mirrors the significance criteria used for identifying Project impacts and includes those intersections that have a “measurable” change in traffic as defined by the performance criteria of the local jurisdiction (i.e., a peak hour ICU increase of more than 1.0
percent. The “secondary study area” is the area for which average daily traffic ("ADT") data is presented and includes the roadway system surrounding the Airport. Because of the specific intersection selection, the primary study area is more focused than the secondary study area.

The quantitative traffic analysis conducted for the Project Proposed for Approval identified an overall reduction in the number of vehicle trips from general aviation activities accessing the Airport when compared to Baseline (2016). The reduction in general aviation vehicle trips is not proportional to the reduction in the number of annual operations because the lower number of aircraft operations in the future is offset by the higher average trip generation rates caused by the greater proportion of larger general aviation aircraft.

In addition to the change in trip generation rates, the traffic analysis also evaluated the redistribution of trips on the roadway network surrounding the Airport. Although in the Baseline (2016) condition, there are hangars and tie-downs on the west side of the Airport, the Project Proposed for Approval would redistribute some trips to the west side of the Airport because it would consolidate the activities of one of the full service FBO to the west side of the Airport. The analysis evaluated the change in AM and PM peak hours and ADT.

The traffic forecast data used to portray future cumulative conditions are taken from the traffic modeling forecasts prepared by the three cities in the project vicinity. They represent long range cumulative conditions rather than a specific year (for example the Irvine Transportation Analysis Model ["ITAM"] volumes are labeled as “post-2035” while the Costa Mesa forecasts are referred to as “2035”). Hence, the 2026 projections include cumulative projects plus other anticipated growth in each city, and growth in the region through traffic on those roadways that serve regional and local traffic.

The Intersection Capacity Utilization ("ICU") analysis identified that in the future year (2026), all Project intersections would be operating at a satisfactory level of service ("LOS") D or better, which is the threshold used by the local jurisdictions. The highest contribution by the Project Proposed for Approval to any ICU value is 0.01 and the change in traffic volumes does not result in an exceedance of the LOS D performance criteria. Therefore, the Project Proposed for Approval does not have any significant impacts at the study intersections.

An analysis of the vehicle miles traveled ("VMT") was also conducted. The VMT analysis is not specific to a defined study area but estimates the overall change in VMT caused by trips generated by the Project Proposed for Approval. Measures include the absolute change in VMT and the change in VMT per capita. The latter recognizes that VMT will increase with increasing population in a region, and the analysis thereby evaluates whether any increase in VMT is higher or lower than the increase in population in the area being considered. The analysis identified, when compared to the No Project scenario, there would be a 0.6 percent decrease in VMT between the 2016 Plus Project scenario and the 2026 scenario. Therefore, the Project Proposed for Approval would not result in a substantial increase in regional VMT.

The short-term traffic construction impacts were also evaluated. The analysis evaluated each of the primary construction phases. When multiple tasks are included in a phase, the highest number of construction trips are used in this analysis. In cases where the construction involves facilities such as T-hangars and box-hangars, the use of the construction trip rates for office/industrial land use probably overestimates the trips for these facilities, since they have considerably less structural and architectural components than the office and FBO facilities.
The highest number of construction trips with the Project Proposed for Approval occurs in Phase 13 and comprises 82 daily vehicle trip ends, with 15 in the AM peak hour and 9 in the PM peak hour. For the west side, the peak-hour construction trip generation is considerably less than the general aviation trips calculated (57 and 54 in the AM and PM, respectively). The full allocation of west side general aviation trip ends would not occur until the facilities are completed, so at no time would the construction trips be additive to the long-term operational trips. Hence, any potential impacts due to construction traffic would be less than those addressed as part the general aviation traffic impact analysis. Therefore, the peak hour construction trips will not cause the LOS for any area intersections or road segments to become deficient, and therefore the Project’s construction-related traffic impacts are less than significant.

For the east side, the construction trips would be additive to the background traffic. However, it must be noted that an early construction phase is the construction of the Full Service West FBO, after which some functions currently on the east side of the Airport would be relocated to the new facility. The currently split (partial operations on northeast and northwest sides) Full Service FBO will have all activities moved to the west side and some of the existing trips accessing the Airport on the east side would then access on the west side, thereby reducing the trips on the east side roadway network. Hence, the construction traffic on the east side would be compensated for by the reduction in general aviation traffic due to relocation of FBO facilities to the west side. Since the construction traffic is less than the relocated FBO traffic, the result is no net increase in traffic on the east side. Construction impacts on the circulation network would be less than significant.

Final Program EIR 627 also evaluated the effects of the displacement of aircraft. Under existing conditions 49 percent of the total general aviation operations are from based aircraft (versus transient aircraft). The Project Proposed for Approval would result in approximately 218 weekday vehicle trips related to displaced aircraft. Using the average trip distance for JWA-related general aviation trips of 15.25 miles, displaced aircraft under the Project Proposed for Approval result in a weekday VMT of 3,325 (218 trips times 15.25 miles). This number of VMT was compared to total regional VMT to assess the likelihood of an impact on the regional circulation network. The added VMT for the Project Proposed for Approval represents an increase of 0.0022 percent. This increase would have a negligible impact on the region’s traffic, and the impact is considered less than significant.

The Final Program EIR evaluated the potential impacts on mass transit and non-motorized travel. Bus Routes 76 and 212 serve the JWA commercial terminal, Route 71 provides service along Red Hill Avenue, and Route 178 provides service along Birch Street. The Project Proposed for Approval would not interfere with any of these routes because improvements are mostly internal to the Airport. The only potential element of the improvements that would extend into public right-of-way would be the improvements at the two intersections on Campus Drive. This would not cause interference with the bus routes because there are no routes along Campus Drive. As noted, the Campus Drive/Quail Street improvements would be internal to the Airport and the curb line would not change.

No designated bike routes on Campus Drive would be impacted during construction. The sidewalk on the west side of Campus Drive ends at the Quail Street/Campus Drive intersection. Therefore, pedestrians would be directed to the east side of the street, thereby minimizing potential conflict with pedestrians. The vehicle trip estimates for the Project Proposed for Approval do not assume any use of public transit, but these bus routes do provide a transit mode...
option, particularly for general aviation workers. Impacts would be less than significant and no mitigation is required.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation. Therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although impacts are less than significant and no mitigation measures are required, Final Program EIR 627 did identify the following standard condition as applicable to the implementation of roadway improvements (i.e., Campus Drive and Quail Street and the Full Service FBOs on the east side of the Airport). Standard conditions are not identified as mitigation measures; however, the County does include them in the MMRP to ensure implementation tracking. The following standard condition is identified in Final Program EIR 627.

**SC TRA-1** Prior to the issuance of any grading permits, the applicant shall provide adequate sight distance per Standard Plan 1117 at all street intersections, in a manner meeting the approval of the Manager, OC Infrastructure/Traffic Engineering. The applicant shall make all necessary revisions to the plan to meet the sight distance requirement such as removing slopes or other encroachments from the limited use area in a manner meeting the approval of the Manager, Building and Safety. (County Standard Condition of Approval T10)

**Threshold 4.8-2**

The study intersections evaluated in Final Program EIR 627 were identified because the GAIP had the potential to result in “measurable” change in traffic as defined by the performance criteria of the local jurisdiction. None of the six study area intersections are designated Congestion Management Plan (“CMP”) intersections, and none of the roadways adjacent to the Airport are part of the CMP Highway System. The closest CMP facility (i.e., roadway or intersection) is Jamboree Road located approximately 0.75 mile to the east of the Airport in the cities of Irvine and Newport Beach. Therefore, the Board hereby finds that the Project Proposed for Approval would not conflict with the CMP and no mitigation is required.

**5.9  TRIBAL CULTURAL RESOURCES**

**5.9.1  FINDING**

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative tribal cultural resources impacts associated with the below-mentioned thresholds:

**Threshold 4.9-1** Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:
Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1 (k), or

A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?

5.9.2 FACTS IN SUPPORT OF FINDINGS

Threshold 4.9-1

The Native American Heritage Commission ("NAHC") conducted a Sacred Lands File ("SLF") search for the Airport area. The search failed to identify any sacred places or objects with cultural value to a California Native American tribe on the Airport property. Consistent with requirements of AB 52, the County of Orange sent letters to tribes that have expressed an interest in being consulted regarding Native American resources for the projects being undertaken in unincorporated Orange County. Based on the response, the County initiated consultation with the Gabrielino Band of Mission Indians – Kizh Nation.

The Airport Project site lies within an area where ancestral territories of Kizh Gabrielino Tribe villages adjoined and overlapped, at least during the Late Prehistoric (before European contact) and Protohistoric Periods (Post-contact). Mr. Salas recommended that a certified Native American monitor be onsite during ground disturbing activities.

For purposes of impact analysis, a tribal cultural resource is considered a site, feature, place, cultural landscape, sacred place, or object which is of cultural value to a California Native American Tribe and is either eligible for the California Register of Historic Resources ("CRHR") or a local register. A recorded archaeological site (CA-ORA-1223) is located approximately 1/3 mile south of the Airport in a developed area. The site will not be affected by the Project Proposed for Approval. Given the disturbed nature of the site, impacts on tribal cultural resources listed or eligible for listing on the CRHR are not expected. The County of Orange does not have a local listing.

Although tribal cultural resources impacts are site-specific with regard to any given resource (e.g. resources of important cultural value to Native Americans), impacts may be considered cumulative simply because they relate to the loss of tribal cultural resources in general over time throughout the region. Cumulative development associated with regional growth (i.e., development off Airport property) would have similar potential for impacts to unknown resources. However, each of these development proposals would undergo environmental review and would be subject to similar resource protection requirements as determined by the local lead agency.

For the reasons described above, the Board hereby finds the Project Proposed for Approval would not cause a substantial adverse change in the significance of a tribal cultural resource; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although the Project Proposed for Approval is not
expected to result in significant direct or cumulative impacts to tribal cultural resources, and
mitigation is not required, the following minimization measure is included in Final Program EIR
627 to further reduce the potential for an impact to currently unknown tribal cultural resources
should construction extend into native soil.

**MN TCR-1 Tribal Cultural Resources Observation and Salvage.** Prior to the issuance of any
grading permit in which native soil is disturbed, the applicant shall provide written
evidence to the Manager, Permit Services, that a Native American monitor has been
retained to observe grading activities in native sediment and to salvage and
catalogue tribal cultural resources as necessary. The Native American monitor,
which shall be a representative of a tribe with ancestral connection to the land, shall
be present at the pre-grade conference, shall establish procedures for tribal cultural
resource surveillance, and shall establish, in cooperation with the County,
procedures for temporarily halting or redirecting work to permit the sampling,
identification, and evaluation of the tribal cultural resource as appropriate. If the
tribal cultural resources are found to be significant, the Native American observer
shall determine appropriate actions, in cooperation with the County for exploration
and/or salvage.

## 5.10 UTILITIES AND SERVICE SYSTEMS

### 5.10.1 FINDING

Implementation of the Project Proposed for Approval would not result in significant Project or
cumulative utilities and service system impacts associated with the below-mentioned
thresholds:

**Threshold 4.10-1** Would the Project exceed the wastewater treatment requirements of the
applicable Regional Water Quality Control Board (“RWQCB”)?

**Threshold 4.10-2** Would the Project require or result in the construction of new water or
wastewater treatment facilities or the expansion of existing facilities, the
construction of which could cause significant environmental impacts?

**Threshold 4.10-3** Would the Project not have sufficient water supplies available to serve
the Project from existing entitlements and resources, or new or
expanded entitlements would be needed?

**Threshold 4.10-4** Would the Project result in a determination by the wastewater
treatment provider which serves or may serve the project that it has
adequate capacity to serve the project’s projected demand in addition to
the provider’s existing commitments?
5.10.2 FACTS IN SUPPORT OF FINDINGS

Threshold 4.10-1 through Threshold 4.10-4

Wastewater

The majority of JWA is serviced by the Orange County Sanitation District ("OCSD") sewers. The area along the western boundary of JWA is served by sewer mains owned and maintained by the Costa Mesa Sanitation District ("CMSD"), which conveys flows to OCSD facilities for treatment. Wastewater treatment requirements under Order No. R8-2012-0035 have been issued by the Santa Ana RWQCB for the OCSD treatment plants to ensure that adequate levels of treatment would be provided for the wastewater flows emanating from all land uses within its service area.

The new, reconstructed and/or reconfigured general aviation facilities under the Project Proposed for Approval would have to comply with the wastewater regulations and requirements of OCSD and/or CMSD in order to obtain sewer service. This would include design and construction of sewer system connections; installation of required pretreatment equipment, pollution control facilities, spill containment facilities, accidental slug control plans, and/or monitoring/metering facilities; application for the necessary discharge permits; and compliance with CMSD and/or OCSD ordinances that have been developed to comply with the Statewide General Waste Discharge Requirements ("WDR") for Sanitary Sewer Systems (Order No. 2006-0003-DWQ) and the Santa Ana Regional Water Quality Control Board ("RWQCB") as the WDR and National Pollutant Discharge Elimination System ("NPDES") Permit (Order No. R8-2012-0035).

The Project Proposed for Approval would result in a minimal increase in the number of people being served at the Airport. New facilities constructed under the Project Proposed for Approval would need to comply with the current building codes; therefore, older plumbing fixtures and appliances would be replaced with fixtures and appliances that comply with current code requirements. Water-efficient systems would offset the projected increase in wastewater generation. Thus, the wastewater generation under Project Proposed for Approval would not affect the ability of OCSD to serve the wastewater treatment demand generated by the increase in the number of persons at the site.

The Project Proposed for Approval would result in a limited increase in the average number of people using the Airport on an average day, resulting in a nominal increase in water demand and wastewater generation. A review of the cumulative projects indicates that only the 2014 Settlement Agreement Amendment would result in an increased demand for water and wastewater generation. As part of the analysis and coordination with OCSD conducted for the Settlement Agreement Amendment, it is estimated that under the 1990 Service Agreement between JWA and the OCSD, there is capacity to serve approximately 12.96 million annual passengers ("MAP"). Therefore, cumulative impacts associated with wastewater treatment requirements or capacity would be less than significant.

Water Resources

The Mesa Water District provides potable (domestic) water service to JWA and has been identified in the District's 2015 Urban Water Management Plan ("UWMP") as one of the major regional facilities in the service area. The increase in water demand under the Project Proposed
for Approval would be minimal and could be serviced within the water supplies outlined in the UWMP. Similar to wastewater, water-efficient appliances, plumbing fixtures, and landscape irrigation systems installed in new construction would offset those in existing older buildings, in compliance with the CALGreen Code and the County’s Landscape Water Use Standards (RR UTL-2). Thus, the Project Proposed for Approval would not create substantial demands for water nor require the construction of new water treatment facilities or expansion of existing facilities. Existing distribution water lines on site may be removed and new ones constructed to serve new buildings in accordance with Mesa Water regulations (RR UTL-3), but service connections and water mains would remain.

Mesa Water District, through the development of the UWMP, has demonstrated they have sufficient capacity to meet sufficient water supplies available to serve cumulative development during normal, dry and multiple dry years. Less than significant impacts are expected.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not (1) exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board; (2) require construction of new water or wastewater treatment facilities or the expansion of existing facilities; (3) exceed water supplies available to serve the Project from existing entitlements; nor (4) exceed the wastewater treatment provider capacity to serve the project’s projected demand in addition to the provider’s existing commitments. Therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although no significant impacts have been identified and regulatory requirements are not identified as mitigation measures; the County does include them in the MMRP to ensure implementation tracking. The following regulatory requirements are identified in Final Program EIR 627.

**RR UTL-1**

In conjunction with the development of the GAIP projects, building plans and site improvement plans shall show compliance with pertinent regulations of CMSD and/or OCSD related to sewer system connections, installation of on-site facilities for industrial dischargers and food service establishments (e.g., pretreatment equipment, pollution control facilities, spill containment facilities, accidental slug control plans, and monitoring/metering facilities), as well as obtain the necessary discharge permits and comply with the discharge limits, prohibitions, monitoring and reporting, inspection and sampling, and other provisions of the permit. Compliance shall be in a manner meeting the approval of the Manager, Building and Safety compliance prior to issuance of any building permit.

**RR UTL-2**

In conjunction with the development of the GAIP projects, building plans and site improvement plans shall demonstrate compliance with applicable non-residential mandatory measures in the California Green Building Standards Code (CALGreen Code) and the County’s Landscape Water Use Standards in a manner meeting the approval of the Manager, Building and Safety compliance prior to issuance of any building permit.\(^8\)

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\(^8\) CALGreen Appendix A4 contains the voluntary measures (Tier 1 and Tier 2) that were developed to provide a statewide method of enhancing green construction practiced beyond the Code’s minimum levels. It should be noted, although RR UTL-2 identifies compliance with the California Green Building Standards Code, the John Wayne Airport Climate Action Plan requires fixed based operators and vendors to meet stringent energy efficiency requirements equivalent of CalGreen Tier 1 and Envision Gold or higher for applicable components of GAIP facilities. This requirement is identified
RR UTL-3 In conjunction with the development of the GAIP projects, new or modified water service to the site shall comply with Mesa Water District’s rules and regulations, including design and construction of connections and water facilities, payments for service, conditions for service, and compliance with its permanent and emergency water conservation programs that outline water waste prohibitions, escalating water restrictions under water supply shortage conditions and other general provisions.

5.11 WATER QUALITY

5.11.1 FINDING

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative water impacts associated with the below-mentioned thresholds:

Threshold 4.11-1 Would the Project violate any water quality standards or waste discharge requirements?

Threshold 4.11-2 Would the Project create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?

Threshold 4.11-3 Would the Project otherwise substantially degrade water quality?

5.11.2 FACTS IN SUPPORT OF FINDINGS

Threshold 4.11-1 through Threshold 4.11-3

Short-Term Construction Impacts

Demolition and construction activities associated with implementation of the Project Proposed for Approval would generate pollutants that may enter storm water runoff and downstream water bodies. Construction site runoff would-flow into adjacent catch basins and storm drainage lines and would contribute to pollutants in the storm water, if not treated. Compliance with regulatory requirements and standard conditions would require construction contractors to obtain coverage under the NPDES Construction General Permit for sites of one acre or more. This permit requires the discharger to prepare and implement a Storm Water Pollution Prevention Plan (“SWPPP”), which must include erosion-control and sediment-control Best Management Practices (“BMPs”), wind and water tracking controls, hazardous material management practices, and other site-management BMPs that would meet or exceed measures required by the determined risk level of the Construction General Permit. Contractors on sites less than one acre would still need to prepare a SWPPP that would also prevent and/or minimize pollutants on storm water runoff.

Attachment E

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Compliance with RR WQ-1, SC WQ-1 through SC WQ-4, and SC WQ-6, listed below, would ensure that demolition and construction activities for the Project Proposed for Approval do not violate water quality standards or substantially degrade water quality. Short-term construction impacts on water quality would be less than significant, and no mitigation is required.

The cumulative projects identified on the Airport would not be under construction concurrent with the GAIP improvements; therefore, they would not contribute to construction-related water quality impacts. Construction of other projects outside the Airport but within the Newport Bay watershed, together with the proposed GAIP projects, would have the potential to result in cumulative impacts on water quality. However, implementation of BMPs listed in individual SWPPPs, which are required for coverage under the NPDES Construction General Permit would reduce storm water pollutants during demolition and construction activities to less than significant levels. This condition would apply to all significant construction projects in the watershed.

**Long-Term Operational Impacts**

The Project site is largely paved and would remain paved with the Project Proposed for Approval. Although no substantial increase in the extent of impervious surfaces would occur and no substantial change in the volume of runoff would be generated at the Airport, additional structural treatment controls would be required. FBO and maintenance areas of the Airport operate under the NPDES Industrial General Permit; and other areas operate under the Orange County municipal separate storm sewer system ("MS4"). Under the MS4 permit, the Project Proposed for Approval would be considered a Priority Redevelopment Project because it proposes redevelopment or replacement of 5,000 square feet or more of impervious surface.

As part of the Industrial General Permit requirements, JWA has prepared and implements a SWPPP and a Monitoring Implementation Plan ("MIP"). The SWPPP is designed to identify potential sources of pollutants and work practices and management procedures that are implemented to minimize pollutants from entering the storm water. Under the MS4 permit, a Conceptual or Preliminary Water Quality Management Plan ("WQMP") and a final Project WQMP would be required. All elements of the Project Proposed for Approval would need to comply with applicable federal, state, and local requirements. The Project Proposed for Approval would not violate water quality standards or waste discharge requirements, create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff, or otherwise substantially degrade water quality. Impacts would be less than significant.

For cumulative long-term operational impacts, the existing BMPs and other practices that are implemented at the Airport would continue to be implemented as part of the MS4 Permit regulations and the Industrial General Permit for the Airport and in compliance with pertinent County Code regulations. These would apply to the GAIP and other Airport projects. Cumulative projects in the watershed, but off Airport property, would also be required to comply with the MS4 Permit issued for new development and major redevelopment projects. Should, as part of the regional growth, other industrial uses be proposed, industrial dischargers would also have to obtain coverage under the Industrial General Permit and comply with the applicable requirements to protect water quality. Therefore, cumulative adverse impacts related to water quality would be less than significant, and no mitigation is required.
For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not (1) violate water quality standards or waste discharge requirements; (2) result in runoff water that would exceed the capacity of existing storm water drainage systems or provide substantial additional sources of polluted runoff; nor (3) substantially degrade water quality. Therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although regulatory requirements and standard conditions are not identified as mitigation measures; the County does include them in the MMRP to ensure implementation tracking. The following regulatory requirement and standard conditions are identified in Final Program EIR 627.

**RR WQ-1** If groundwater is encountered during ground disturbance activities at JWA, the contractor shall provide evidence to the County that it has applied for coverage under Order No. R8-2015-0004 for the disposal of acceptable construction dewatering discharges to the local storm drainage system, through the submission of a copy of the completed Notice of Intent for the project and Santa Ana Regional Water Quality Control Board’s (“RWQCB’s”) Discharge Authorization Letter. The contractor shall comply with the discharge prohibitions; conduct groundwater testing to show the discharge would not exceed the set effluent limitations and applicable surface water limitations, including the provision of needed facilities and systems of treatment and control to meet the limitations; and implement a monitoring and reporting program.

If the proposed discharge is not eligible for coverage under this Order, an individual National Pollutant Discharge Elimination System (“NPDES”) permit shall be obtained. The contractor shall provide a copy of the NPDES permit to the Orange County Building and Safety Division and implement the conditions of approval during construction dewatering activities.

**SC WQ-1** Prior to the issuance of any grading or building permits, the applicant shall submit for review and approval by the Manager, Building and Safety, a Water Quality Management Plan (“WQMP”) specifically identifying Best Management Practices (“BMPs”) that will be used on site to control predictable pollutant runoff. The applicant shall utilize the Orange County Drainage Area Management Plan (“DAMP”), Model WQMP, and Technical Guidance Manual for reference, and the County’s WQMP template for submittal. This WQMP shall include the following:

- Detailed site and project description
- Potential storm water pollutants
- Post-development drainage characteristics
- Low Impact Development (“LID”) BMP selection and analysis
- Hydromodification Control BMP selection and analysis
- Structural and Non-Structural source control BMPs
- Site design and drainage plan (BMP Exhibit)
- Geographic Information Systems (“GIS”) coordinates for all LID and Treatment Control BMPs
• Operation and Maintenance ("O&M") Plan that (1) describes the long-term operation and maintenance requirements for BMPs identified in the BMP Exhibit; (2) identifies the entity that will be responsible for long-term operation and maintenance of the referenced BMPs; and (3) describes the mechanism for funding the long-term operation and maintenance of the referenced BMPs

The BMP Exhibit from the approved WQMP shall be included as a sheet in all plan sets submitted for plan check, and all BMPs shall be depicted on these plans. Grading and building plans must be consistent with the approved BMP exhibit. (County Standard Condition WQ01)

**SC WQ-2**

Prior to the issuance of a certificate of use and occupancy, the applicant shall demonstrate compliance with the County’s NPDES Implementation Program in a manner meeting the satisfaction of the Manager, Orange County (“OC”) Inspection, including:

• Demonstrate that all structural Best Management Practices ("BMPs") described in the BMP Exhibit from the project’s approved WQMP have been implemented, constructed, and installed in conformance with approved plans and specifications

• Demonstrate that the applicant has complied with all non-structural BMPs described in the project’s WQMP

• Submit for review and approval an Operations and Maintenance ("O&M") Plan for all structural BMPs (the O&M Plan shall become an attachment to the WQMP)

• Demonstrate that copies of the project’s approved WQMP (with attached O&M Plan) are available for each of the initial occupants

• Agree to pay for a Special Investigation from the County of Orange for a date twelve (12) months after the issuance of a Certificate of Use and Occupancy for the project to verify compliance with the approved WQMP and O&M Plan

• Demonstrate that the applicant has RECORDED one of the following:

  1. The covenants, conditions, and restrictions ("CC&Rs") (that must include the approved WQMP and O&M Plan) for the project’s Home Owner’s Association

  2. A water quality implementation agreement that has the approved WQMP and O&M Plan attached

  3. The final approved Water Quality Management Plan ("WQMP") and Operations and Maintenance ("O&M") Plan

(County Standard of Approval WQ02)

**SC WQ-3**

Prior to the issuance of any grading or building permits, the applicant shall demonstrate compliance with California’s General Permit for Stormwater
Discharges Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number or other proof of filing in a manner meeting the satisfaction of the Manager, Permit Intake. Projects subject to this requirement shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). A copy of the current SWPPP shall be kept at the project site and be available for County review on request. (County Standard of Approval WQ04)

**SC WQ-4**
Prior to the issuance of any grading or building permit, the applicant shall submit an Erosion and Sediment Control Plan (ESCP) in a manner meeting approval of the Manager, Permit Intake, to demonstrate compliance with the County’s NPDES Implementation Program and state water quality regulations for grading and construction activities. The ESCP shall identify how all construction materials, wastes, grading or demolition debris and stockpiles of soil, aggregates, soil amendments, and other on-site materials shall be properly covered, stored, and secured to prevent transport into local drainages or coastal waters by wind, rain, tracking, tidal erosion, or dispersion. The ESCP shall also describe how the applicant will ensure that all BMPs will be maintained during construction of any future public rights-of-way. The ESCP shall be updated as needed to address the changing circumstances of the project site. A copy of the current ESCP shall be kept at the project site and be available for County review on request. (County Standard of Approval WQ05)

**SC WQ-5**
Prior to the issuance of building permits for any tank or pipeline, the uses of said tank or pipeline shall be identified, and the applicant shall submit a Chemical Management Plan in addition to a WQMP with all appropriate measures for chemical management (including, but not limited to, storage, emergency response, employee training, spill contingencies, and disposal) in a manner meeting the satisfaction of the Manager, Permit Intake, in consultation with the Orange County Fire Authority, the Orange County Health Care Agency and wastewater agencies, as appropriate, to ensure implementation of each agency’s respective requirements. A copy of the approved “Chemical Management Plans” shall be furnished to the Manager, OC Inspection, prior to the issuance of any Certificates of Use and Occupancy. (County Standard of Approval WQ06)

**SC WQ-6**
For industrial facilities subject to California’s General Permit for Stormwater Discharges Associated with Industrial Activity as defined by Standard Industrial Classification (“SIC”) Code.

Prior to grading or building permit close-out and/or the issuance of a certificate of use and occupancy, the applicant shall demonstrate that compliance with the permit has been obtained by providing a copy of the Notice of Intent (“NOI”) submitted to the State Water Resources Control Board and a copy of the notification of the issuance of a Waste Discharge Identification (“WDID”) Number.
or other proof of filing to the satisfaction of the Manager, OC Inspection.⁹ (County Standard of Approval WQ07)

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⁹ Alternatively, the facility may provide documentation to be added to the Airport’s existing SWPPP and demonstrate the BMPs implemented by the facility meet the requirements of the Industrial General Permit.
6.0 **SIGNIFICANT EFFECTS THAT CAN BE FEASIBLY MITIGATED TO BELOW SIGNIFICANCE**

The following potentially significant environmental impacts were analyzed in the Final Program EIR and the effects of the Project Proposed for Approval were considered. Compliance with existing laws, codes and statutes and the imposition of feasible mitigation measures and development requirements have reduced potential Project direct and cumulative impacts to a level considered less than significant as determined by the County in accordance with CEQA. Therefore, as set forth in detail below, the Board of Supervisors, in accordance with Section 21081(a)(1) of CEQA and Section 15091(a)(1) of the State CEQA Guidelines, makes the finding that, with respect to each of the impact areas described in this Section 6.0, changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

6.1 **AIR QUALITY**

**Threshold 4.2-2** Would the Project violate any air quality standard or contribute substantially to an existing or projected air quality violation?

**Threshold 4.2-3** Would the Project result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?

6.1.1 **SIGNIFICANT EFFECTS**

Implementation of the Project would exceed established air quality standards during construction resulting in a potentially significant impact; however, implementation of a mitigation measure discussed below would reduce the impact to less than significant.

6.1.2 **FINDINGS**

Based on the facts in support set forth below, the Board adopts the following CEQA Finding:

**Threshold 4.2-2** With implementation of MM AQ-1, changes or alterations have been required in, or incorporated into, the Project Proposed for Approval, which mitigate or avoid the significant effects from construction air emissions on the environment to a less than significant level.

**Threshold 4.2-3** With implementation of MM AQ-1, changes or alterations have been required in, or incorporated into, the Project Proposed for Approval, which mitigate or avoid the significant effects from construction air emissions on the environment to a less than significant level.
6.1.3 FACTS IN SUPPORT OF FINDINGS

Threshold 4.2-2 and 4.2-3

Construction Emissions

Construction emissions were calculated using the California Emissions Estimator Model ("CalEEMod", Version 2016.3.2). CalEEMod is a computer program accepted by the SCAQMD that can be used to estimate criteria pollutant and GHG emissions associated with land development projects in California. CalEEMod has separate databases for specific counties and air districts. The Orange County database was used for the proposed Project. CalEEMod defaults were used for equipment and trip generation data. The CalEEMod calculations incorporate the emission reductions associated with SCAQMD's Rules 402, 403, and 1113, which are listed in Final Program EIR 627 as RR AQ-1 and RR AQ-2.

The air quality analysis in Final Program EIR 627 discloses that the quantitative emissions during construction would exceed the daily mass significance thresholds for NOx established by the SCAQMD for the SoCAB prior to implementation of mitigation. All other criteria pollutants would be below both the SCAQMD mass regional significance thresholds. It should be noted, all criteria pollutants, including NOx would be below the SCAQMD localized significance thresholds.

To reduce maximum daily construction NOx emissions from the Project Proposed for Approval to less than significant, MM AQ-1, which requires construction equipment to meet or exceed the USEPA's Tier 4 off-road emissions engine standards, must be implemented. With implementation of MM AQ-1, maximum daily construction emissions would be less than significant, as documented in Final Program EIR 627.

The cumulative air quality impacts analysis in the Final Program EIR is based on the guidance provided by SCAQMD that states projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. Projects that do not exceed the project-specific thresholds are generally not considered cumulatively significant. Although, prior to mitigation, the Project Proposed for Approval would contribute to a cumulatively considerable increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard (NOx is an ozone precursor), the net increase would be less than significant with implementation of MM AQ-1.

For the reasons described above, the Board hereby finds that the construction-related emissions associated with the Project Proposed for Approval would not violate air quality standard or substantially contribute, either directly or cumulatively, to an existing or projected air quality violation with implementation of mitigation.

Although significant impacts were not identified for VOCs, the County has incorporated MN AQ-1, which would further reduce the impacts associated with architectural coatings applied to the East and West Access Roads.

Regulatory requirements and minimization measures are not identified as mitigation measures; however, the County does include them in the MMRP to ensure implementation tracking. Therefore, in addition to the mitigation measure (MM AQ-1) required to reduce the construction
emissions to less than significant, the following regulatory requirements and minimization measures are also identified in Final EIR 627.

RR AQ-1 During construction, the developer shall comply with South Coast Air Quality Management District ("SCAQMD") Rules 402 and 403, in order to minimize short-term emissions of dust and particulates. SCAQMD Rule 402 requires that air pollutant emissions not be a nuisance off site. SCAQMD Rule 403 requires that fugitive dust be controlled with the best available control measures so that the presence of such dust does not remain visible in the atmosphere beyond the property line of the emission source. This requirement shall be included as notes on the contractor specifications. Table 1 of Rule 403 prescribes the Best Available Control Measures that are applicable to all construction projects. The developer shall provide the Manager of Building & Safety, or designee, with an SCAQMD-approved Dust Control Plan or other sufficient proof of compliance with Rule 403, prior to issuance of a grading permit.

RR AQ-2 Architectural coatings shall be selected so that the volatile organic compound ("VOC") content of the coatings is compliant with SCAQMD Rule 1113. This requirement shall be included as notes on the contractor specifications. The specifications for each project within the GAIP area shall be reviewed by the Manager of Building & Safety, or designee, for compliance with this requirement prior to issuance of a building permit.

MN AQ-1 JWA shall require architectural coatings applied to the East and West Access Roads be low VOC coatings. Specifically, JWA shall require the use of a paint for markings with less than 50 grams of VOC emissions per liter of paint.

MM AQ-1 JWA shall require heavy-duty, off-road, diesel-powered construction equipment to meet or exceed the USEPA’s Tier 4 off-road emissions engine standards during Airport construction in order to reduce construction-related NOx emissions.

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7.0 **Significant Effects That Cannot Be Feasibly Mitigated to Below Significance**

The following section sets forth the significant unavoidable effects of the Project Proposed for Approval. For this significant unavoidable impact, the Board has determined that (1) even with compliance with existing laws, codes, and statutes and/or the identification or imposition of feasible mitigation measures, potentially significant impacts cannot be reduced to a level of less than significant or (2) no feasible mitigation measures or alternatives are available to mitigate the potentially significant impact. Therefore, for the significant unavoidable effect listed below, the County, in accordance with Section 21081 of CEQA and Section 15091 of the State CEQA Guidelines, makes one or more of the following findings:

**Finding 1** Changes or alterations have been required in, or incorporated into, the Project that mitigate or avoid the significant effects on the environment.

**Finding 2** Those changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other agency.

**Finding 3** Specific economic, legal, social, technological, or other considerations, make infeasible the mitigation measures or alternatives identified in the environmental impact report.

7.1 **Land Use and Planning**

**Threshold 4.6-1** Would the Project conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

7.1.1 **Significant Effect**

Implementation of the Project Proposed for Approval would result in significant direct and cumulative land use and planning impacts in connection with the compatibility with surrounding land uses. As a result of the incremental increase in noise associated with the change in fleet mix under the Project Proposed for Approval, there would be an increased number of sensitive receptors and physical area projected to occur in the 65 to 70 CNEL contour. No additional schools, hospitals, or places of worship would be included in the 65 to 70 CNEL contour when the Baseline (2016) condition is compared to the Baseline Plus Project Proposed for Approval. In the cumulative scenario, there would be one less place of worship in the 65 to 70 CNEL contour.

However, the incremental increase in the 65 to 70 CNEL contour associated with the Baseline Plus Project Proposed for Approval would result in 12 residential parcels being exposed to noise levels in excess of the 65 CNEL, which is the threshold established for land use compatibility.
Of the 12 residences, avigation easements or prescriptive avigation easements have been acquired on all but 3 units. For the nine residential units with avigation easements, the impacts would be less than significant because mitigation has been provided to the conforming uses (i.e., those in a residential land use designation); and the avigation easement was granted for all nine of the units.

As part of the County’s AIP, implemented in conjunction with the 1985 Master Plan, the three units without avigation easements were offered sound insulation. One of these three units declined the offer of acoustical insulation and no response was received from two of the units despite genuine effort to offer insulation.

For those units without avigation easements, exposure to noise levels in excess of 65 CNEL would be a significant impact. There are no feasible mitigation measures to reduce exterior noise levels to below 65 CNEL, consistent with the County of Orange standards for noise sensitive uses. Additionally, there is the potential that interior noise levels would exceed established 45 CNEL interior noise standards for land use compatibility for residential uses.

In the cumulative condition, there would be 27 additional parcels compared to Baseline (2016) that would be in the 65 to 70 CNEL contour. These units are all located in the AIP from the 1985 Master Plan. For the units in the AIP that have received sound attenuation, the land use impacts would be less than significant. However, similar to the direct impacts for the Project Proposed for Approval, there are residential units where the homeowner has been offered sound attenuation, although it has not been implemented for any variety of reasons. In these cases, the noise exposure would potentially result in interior and exterior noise levels in excess of policies adopted to avoid or mitigate an environmental effect. For these units there would be a significant cumulative land use compatibility impact.

In addition to the 27 units identified above, there are two parcels in the 2026 cumulative 65 CNEL contour that are outside of the AIP. These two parcels were not included in the AIP because the livable areas (i.e., the houses and backyards) were not in the 65 CNEL contour. This condition remains unchanged (i.e., both the 1985 and the projected 2026 cumulative 65 CNEL contour line do not include areas that would be considered a habitable room or outdoor living areas based on the General Plan). Only the periphery of these long parcels would be affected. Because the living areas would not be exposed to the projected cumulative 65 CNEL contour, there would not be a land use compatibility impact based on the Orange County General Plan standard with the Project Proposed for Approval.

Although the area exposed to noise levels exceeding 70 CNEL would increase by 0.01 square mile (1.1 percent) in the Baseline Plus Project Proposed for Approval scenario, no sensitive receptors would be adversely affected under the Project Proposed for Approval. In the cumulative scenario, the area in the 70 CNEL or greater contour would be reduced by 0.05 square mile; however, there would also be two units in the greater than 70 CNEL contour. Both of these residences received sound insulation through the AIP and avigation easements have been recorded. Therefore, these two residences would not be identified as incompatible uses.
7.1.2 FINDINGS

The Board finds that, after implementation of all feasible mitigation measures, the Project Proposed for Approval would result in significant unavoidable impacts and the Board adopts the CEQA Findings 1, 2, and 3 listed in this Section 7.0 above.

7.1.3 FACTS IN SUPPORT OF FINDING

The additional residential units that are projected to be in the 65-70 CNEL contour with full (2026) implementation of the Project Proposed for Approval are all within the 65 CNEL contour from the 1985 Master Plan and the 2014 Settlement Agreement Amendment. With adoption of the 2014 Settlement Agreement Amendment and certification of Final EIR 617, the County of Orange adopted a Sound Insulation Program (“SIP”) for reduction of interior noise levels that are projected to potentially be in excess of the 65 CNEL threshold. The SIP would also be applicable to the residential units identified as being impacted in the cumulative condition.

The precise timing of when these residences would be located in the future cumulative 65 CNEL contour is not known because it would be dependent on the actual noise levels associated with both general aviation and commercial carrier operations. However, the SIP would offer interior noise attenuation to these homes, thereby reducing interior noise levels to a less than significant level and avigation easements would be obtained.

The SIP requires that, starting with the JWA 2015 Fourth Quarter Noise Report, the annual noise levels at NMS 1S, 2S, and 3S be compared by the County of Orange to the 2013 annual noise levels. If the noise levels have increased by 1.5 dB or more at any of these NMS, all noise sensitive uses represented by that NMS (i.e., that is the closest NMS to the parcel) that have not been previously insulated under the 1985 AIP will be eligible for evaluation for participation in the SIP. For residences within the City of Newport Beach, the required increase is 1.0 dB or more at these same NMS.

Once residences have been identified as eligible for evaluation for participation in the SIP, interior noise levels for each habitable room would be taken. If the average noise level in all habitable rooms or education spaces of a use is greater than an average of 45 CNEL then the use will be eligible for sound insulation.

Installation of the sound insulation would provide mitigation for the interior noise levels and impacts would be less than significant. However, based on two considerations this impact is being identified as a significant unavoidable impact. First, these units were offered sound attenuation as part of the AIP implemented in conjunction with the 1985 Master Plan. One unit declined acoustical insulation and two units did not respond after genuine effort to offer insulation to two units was made. There is no certainty that the owners of these units will accept the sound insulation as part of the SIP. Secondly, as noted in Final EIR 617, until interior noise measurements are taken, it cannot be determined if all the noise-sensitive uses with interior noise levels in excess of 45 CNEL would qualify for sound attenuation based on FAA criteria.

Although the Board of Supervisors has already made a finding addressing this issue, it is being identified as a significant impact to ensure the decision-makers understand that the Project Proposed for Approval would result in three residential units not currently in the Baseline (2016) 65 CNEL contour now being identified as incompatible. Furthermore, to the extent the
residences qualify for sound attenuation and are offered attenuation, but decline sound attenuation, an avigation easement is not available absent payment for the easement. However, for purposes of determination of conformity with the State variance requirements, these residences would arguably be deemed in conformance with the noise guidelines (21 CCR 5014) if a genuine effort is made to acoustically treat the residences, but the property owners refuse to take part in the program. The impact to the residences that have been offered sound attenuation, but have declined to take part in the program, and residences without avigation easements, has been a known impact associated with the long-term operation of the Airport and is associated even with the No Project Alternative.

As noted above, with adoption of the 2014 Settlement Agreement Amendment and certification of Final EIR 617, the County of Orange adopted a SIP for reduction of interior noise levels that are projected to potentially be in excess of the 65 CNEL threshold. The SIP would serve as mitigation for both direct and cumulative impacts. These mitigation measure, listed below, were adopted with certification of Final EIR 617. Although the mitigation measures would serve to reduce the Project’s land use and planning impacts, it cannot be determined if all the noise sensitive uses with interior noise levels in excess of 45 CNEL would qualify for sound attenuation based on FAA criteria. Given the uncertainty that this measure is feasible to adequately reduce interior noise levels at all potentially impacted uses, these impacts have been determined to be significant and unavoidable. Pursuant to Section 15091(a)(3) of the State CEQA Guidelines, there are no additional feasible measures that would mitigate the impacts to below a level of significance. Therefore, it is an impact common to all Alternatives, and the determination of a significant, unavoidable impact is a conservative finding.

617 LU-1 Starting with the 2015 Annual Noise Report, the annual noise contours presented in the report will be used by the County of Orange/JWA to identify parcels with noise sensitive uses (i.e., residences, schools, or churches) that are newly located either partially or completely within the 65 CNEL contour as compared to their location relative to the 65 CNEL contour in the 2013 Annual Contours, which will serve as the baseline condition. All uses that were established before 1985 and have not been insulated under the previous AIP will be eligible for evaluation under the SIP described in Mitigation Measure (617) N-3. Those uses with an average interior noise levels exceeding 45 CNEL will be eligible for insulation under the SIP described in Mitigation Measure (617) N-3.

617 N-1 Starting with the 2015 Fourth Quarter Noise Report, the annual noise levels at NMS 1S, 2S, and 3S will be compared by the County of Orange to the 2013 annual noise levels. If the noise levels have increased by 1.5 dB or more at any of these NMS, all noise sensitive uses represented by that NMS (i.e., that is the closest NMS to the parcel) that have not been previously insulated under the 1985 AIP will be eligible for evaluation for participation in the Sound Insulation Program (“SIP”) as described

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11 21 CCR 5014 is part of the California Airport Noise Standards, which pertains to incompatible land uses within the airport noise boundary. This section of the regulations identifies when residences in an airport noise impact area can be found to be compatible. The following are two provision in the regulation that would be applicable to JWA:

(a)(1) an avigation easement for aircraft noise has been acquired by the airport proprietor; and

(a)(4) if the airport proprietor has made a genuine effort as determined by the department in accordance with adopted land use compatibility plans and appropriate laws and regulations to acoustically treat residences exposed to an exterior CNEL less than 80 dB (75 dB if the residence has an exterior normally occupiable private habitable area such as a backyard, patio, or balcony) or acquire avigation easements, or both, for the residences involved, but the property owners have refused to take part in the program.
in Mitigation Measure (617) N-3. Those uses with interior noise levels exceeding an average of 45 CNEL will be eligible for insulation under the SIP as described in the mitigation measure.

For those uses with interior noise levels less than 45 CNEL, the amount of outdoor-to-indoor noise reduction for each habitable room will be recorded. In each subsequent Fourth Quarter Noise Report, the noise level impacting these uses and the measured noise reduction will be used to estimate the interior noise level. If the estimated interior noise level exceeds an average of 45 CNEL, then the use will be eligible for re-evaluation in the form of new interior noise level measurements. If the interior noise level in any habitable room exceeds an average of 45 CNEL, then the use will be eligible for the SIP described in Mitigation Measure (617) N-3.

617 N-2 Starting with the 2015 Fourth Quarter Noise Report, the annual noise levels at NMS 1S, 2S, and 3S will be compared by JWA to the 2013 annual noise levels. If the noise levels have increased by 1.0 dB or more at any of these NMS, all noise sensitive uses represented by that NMS (i.e., that is the closest NMS to the parcel) exposed to noise levels of 65 CNEL or greater that have not been previously insulated under the 1985 AIP will be eligible for evaluation for participation in the Sound Insulation Program (“SIP”) as described in Mitigation Measure (617) N-3. Those uses with interior noise levels exceeding 45 CNEL will be eligible for insulation under the SIP as described in the mitigation measure.

For those uses with interior noise levels less than 45 CNEL, the amount of outdoor-to-indoor noise reduction for each habitable room will be recorded. In each subsequent Fourth Quarter Noise Report, the noise level impacting these uses and the measured noise reduction will be used to estimate the interior noise level. If the estimated interior noise level exceeds an average of 45 CNEL then the use will be eligible for re-evaluation in the form of new interior noise level measurements. If the interior noise level in any habitable room exceeds an average of 45 CNEL then the use will be eligible for the SIP described in Mitigation Measure (617) N-3.

617 N-3 The only practical way to mitigate indoor noise levels is through a Sound Insulation Program (“SIP”). Mitigation Measure (617) LU-1, as described in the Section 4.5, Land Use [of Final EIR 617], and Mitigation Measures (617) N-1 and (617) N-2, described above, will determine the sensitive land uses that will be eligible for participation in the SIP described below as Mitigation Measure N3. FAA regulations require that residences be exposed to an outdoor noise level of 65 CNEL or greater and interior noise levels greater than 45 CNEL for FAA or Airport funds to be used for sound insulation. The referring Mitigation Measures, (617) LU-1, (617) N-1, and (617) N-2, will ensure the outdoor noise criterion is met. The interior noise level criterion will be determined in the evaluation phase of Mitigation Measure (617) N-3. Sensitive uses with interior noise levels greater than 45 CNEL will be eligible for sound insulation.

The FAA guidance for implementing sound insulation programs specifically states that the average noise level in all habitable rooms of a residence or all educational spaces in school must be greater than 45 CNEL for the use to be eligible for sound insulation funded by the Airport or FAA. However, the County’s noise standards specifically require that the noise level in any habitable room or educational space must be less than 45 CNEL. This is implied in the City of Newport Beach’s noise
standards, as well. Under CEQA, the lead agency’s noise standard is used to determine impacts. Therefore, a noise sensitive use is considered significantly impacted if the noise level in any habitable room or educational space exceeds 45 CNEL.

As discussed below, the Airport will request that the FAA waive its requirement that the average noise level in all habitable rooms or educational spaces exceed 45 CNEL in order for sound insulation to be funded by the FAA or Airport in order that all noise related impacts are mitigated to a less than significant level in a timely manner. If the FAA does not agree to waive this requirement, then uses with one or more habitable rooms or educational spaces exceeding 45 CNEL but with the average noise level in all habitable rooms or educational spaces less than 45 CNEL would be significantly and unavoidably impacted as there is no other funding source for a SIP. However, these uses would be eligible for insulation when and if the average noise level exceeded 45 CNEL. As discussed in Mitigation Measures, (617) LU-1, (617) N-1, and (617) N-2, if an individual land use is not eligible for insulation because the interior noise level does not exceed 45 CNEL, there are criteria for re-evaluation. If the annual report noise levels and previous evaluation measurements indicate that the use may meet the interior noise requirement it will be re-evaluated for insulation eligibility.

**Part 1, Evaluation:** When Mitigation Measures (617) LU-1, (617) N-1, or (617) N-2 determines that a noise sensitive use is significantly impacted based on measured noise levels and the relevant significance thresholds, that use will be evaluated by the County of Orange for eligibility for sound insulation. The evaluation will be performed by measuring the indoor noise levels for each habitable room or educational space. If the average noise level in all habitable rooms or education spaces of a use is greater than an average of 45 CNEL then the use will be eligible for sound insulation. Additionally, if the average noise level is less than 45 CNEL, any use with a noise level greater than an average of 45 CNEL in any habitable room or educational space also will be eligible for sound insulation if the FAA waives its requirement that noise levels be averaged across all habitable rooms or education spaces.

Per FAA guidance, noise levels will be measured with all windows and doors closed. Uses with measured interior noise levels less than 45 CNEL that do not have an existing central ventilation system, but rely on keeping windows open for air circulation will be eligible for a Continuous Positive Ventilation System. Implementation of such a system will be dependent on meeting the FAA requirements for implementation of such a system.

**Part 2, Sound Insulation Program:** Schools or residences that have interior noise levels exceeding 45 CNEL as determined by the evaluation measurements will be eligible for sound insulation. The implementation of sound insulation will depend on satisfying the FAA criteria described in Chapter 812 of Order 5100.38C Airport Improvement Program Handbook.

Note that as an alternative to providing sound insulation, an impacted property may also be mitigated by converting an incompatible use to a compatible use or removing the incompatible use.
8.0  Feasibility of Project Alternatives

Section 15126.6 of the State CEQA Guidelines provides that an "EIR shall describe a range of reasonable alternatives to the project . . ." As stated in CEQA Section 21002:

"[I]t is the policy of the State that public agencies should not approve projects as proposed if there are feasible alternatives or mitigation measures available which would substantially lessen the significant effects of such projects . . . The legislature further finds and declares that in the event specific economic, social, or other conditions make infeasible such project alternatives or mitigation measures, individual project may be approved in spite of one or more significant effects thereof."

Consistent with Section 15126.6(f) of the State CEQA Guidelines, the EIR must focus its analysis of alternatives on alternatives that "could feasibly attain most of the basic objectives of the project." Therefore, in evaluating the reasonableness of the range of alternatives and making any findings, CEQA requires consideration the Project Objectives as identified in Section 3.2 hereof. Section 15126.6(b) of the State CEQA Guidelines also specifies that an EIR should examine alternatives "capable of avoiding or lessening" environmental effects even if these alternatives "would impede to some degree the attainment of the project objectives or would be more costly."

Section 15364 of the State CEQA Guidelines provides the following definition of the term "feasible" as it applies to the findings requirement: "Feasible" means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors." Section 21081 of the California Public Resources Code further provides that "[s]pecific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in the environmental impact report."

The concept of "feasibility," as it applies to findings, involves a balancing of various economic, environmental, social, legal, and technological factors. (See California Public Resources Code, Section 21061.1 and California Code of Regulations, Title 14, Section 15364; see also City of Goleta Valley v. Board of Supervisors (1990) 52 Cal.3d 553, 564–566 and City of Del Mar v. City of San Diego (1982) 133 Cal.App.3d 401, 415–417.) Further, it has been recognized that, for purposes of CEQA, "feasibility" encompasses "desirability" to the extent that the latter is based on a reasonable balancing of the relevant economic, environmental, social and technological factors (California Native Plant Society v. City of Santa Cruz (2009) 177 Cal.App.4th 957, 1001). This balancing is harmonized with CEQA's fundamental recognition that policy considerations may render alternatives impractical or undesirable (Ibid.; see also California Public Resources Code, Section 21081 and California Code of Regulations, Title 14, Sections 15126.6(c), 15364).

When significant and unavoidable impacts have been identified, CEQA requires the lead agency to consider the feasibility of environmentally superior alternatives to the project. As reflected in the Final Program EIR and the following, the Project Proposed for Approval (three Full Service FBOs), was identified as best meeting the Project Objectives and the significant environmental impacts are comparable to the alternative identified in the Final Program EIR as the
environmentally superior alternative. The Board of Supervisors finds, after due consideration of the reasonable range of alternatives as set forth in the Final Program EIR and below, as follows with respect to the alternatives to the Project.

8.1 **ALTERNATIVE NOT CARRIED FORWARD**

Development of the alternative recommended as part of the NOP, to develop the site with a hotel, conference facility, restaurants, and hospitality and media meeting rooms, all geared toward the general aviation pilot and corporate aircraft charter services was not carried forward for detailed consideration because based on preliminary evaluation was found not to be feasible. Applicable federal laws, that run with the property when it was deeded by the federal government to the County, state the expressed purpose is for operating a public airport. Additionally, under the *Airport and Airway Improvement Act*, as amended, Grant Assurances do not allow non-aeronautical uses to replace aeronautical uses when there is aeronautical demand for the space. In general, the use of airport facilities for non-aeronautical use requires the expressed permission of the Secretary of Transportation. To apply for this permission, the Airport must show that there is no aeronautical demand for the facilities. Given the constrained facilities at the Airport, no space is available at JWA where aeronautical use is not in demand. Additionally, this Alternative would not meet many of the objectives established for the GAIP.

8.2 **ALTERNATIVES FOR ANALYSIS**

In accordance with Section 15126.6(a) of the State CEQA Guidelines, a reasonable range of alternatives have been selected for the GAIP. Other than the “No Project” alternative(s), which is required by CEQA, each alternative must be capable of avoiding or substantially lessening potentially significant effects of the Project. Qualifying alternatives can be considered even if the alternatives would impede to some degree the attainment of the Project objectives, or would be more costly.

These Findings contrast and compare the alternatives, where appropriate, to show that the selection of the Project Proposed for Approval while still resulting in significant environmental impacts, has substantial environmental, planning, fiscal, and other benefits. In rejecting certain alternatives, the County has examined both the environmental impacts and the Project Objectives and weighed the ability of the various alternatives to meet the objectives. The County Board of Supervisors finds, after due consideration of a reasonable range of alternatives as set forth in the EIR and below, that based on aviation forecast, the Project Proposed for Approval best meets the long-term general aviation demand at JWA, protects against local environmental impacts, and best meets the Project Objectives.

In addition to the Project Proposed for Approval, the following alternatives were analyzed in the Draft EIR:

- **Alternative 1 – Three Full-Service Fixed Based Operators.** This alternative would involve the development of three Full Service Fixed Based Operators—one on the west side of the Airport and two on the east side of the Airport. Other facilities and services would be similar to those of the Project Proposed for Approval. The reduction in the number of based aircraft would also be comparable to the Project Proposed for Approval;
however, there would be a slight increase in the number of general aviation jets based at the Airport. The number of operations would also be incrementally increased.

- **Alternative 2 – Two East Side Full-Service Fixed Based Operators.** This alternative would involve the development of two Full Service Fixed Based Operators—both on the east side of the Airport. Other facilities and services would be similar to those of the Project Proposed for Approval. The reduction in the number of based aircraft would also be comparable to the Project Proposed for Approval; however, there would be a slight decrease in the number of general aviation jets based at the Airport. The number of operations would be incrementally increased.

- **Alternative 3 – Correction of Non-Standard Conditions.** This alternative corrects non-standard design features at the Airport but does not provide for new general aviation facilities. This alternative provides for more based aircraft than the Project Proposed for Approval; however, less than the Baseline (2016 condition). The total number of operations would increase compared to Baseline and the Project Proposed for Approval.

- **No Project Alternative—No Modification.** This alternative does not propose any modifications to facilities nor correction of non-standard design features. However, the forecasted growth in operations would occur.

In accordance with Section 15126.6(a) of the State CEQA Guidelines, the Draft Program EIR provides a comparison of the environmental effects and the merits and/or disadvantages of each alternative in relation to the Project Proposed for Approval, as well as each alternative’s ability to achieve the Project Objectives.

Although alternatives were evaluated that contained different fleet mix and number of general aviation operations, the significant, unavoidable land use compatibility impact is common to all alternatives, including the No Project Alternative.

The existing environmental setting of the site would be the same for the Project Proposed for Approval and the alternatives. Additionally, unless specifically identified, the following evaluates each alternative as if the Mitigation Program identified for the Project Proposed for Approval would also apply to the alternative.

### 8.2.1 ALTERNATIVE 1 – THREE FULL-SERVICE FIXED BASED OPERATORS

**Alternative Description**

This alternative, identified as Alternative 1 in the Draft Program EIR, proposes a Full Service West FBO and two Full Service East FBOs, for a total of three full service FBOs. The total aircraft storage capacity under this Alternative is approximately 356 based aircraft and the aviation forecast projects 168,600 annual operations. Although there would be a reduction in overall number of annual operations, when compared to the Baseline (2016), there would be an increase in general aviation jet aircraft operations, which is consistent with the national trends. This alternative would result in a reduction of capacity for based aircraft. Compared to the Baseline (2016) the capacity of the Airport would be reduced by 240 fewer aircraft, which is 126 fewer
aircraft than was based at the Airport in the Baseline. All other key design elements would be the same as for the Project Proposed for Approval (see description in Section 3.1 of these Findings).

Ability of the Alternative to Avoid Significant Impacts

This alternative, designated as Alternative 1 in the Draft Program EIR would have similar impacts as the Project Proposed for Approval. However, it would have incrementally greater quantities of criteria pollutant and GHG emissions, although these impacts were not identified as significant and unavoidable. It would result in the displacement of two fewer aircraft than the Project Proposed for Approval; however, displacement of aircraft is not identified as a significant environmental impact.

Prior to mitigation, this Alternative would have significant construction air quality impacts; however, as with the Project Proposed for Approval this impact would be reduced to less than significant with mitigation.

This alternative would not avoid the significant unavoidable land use compatibility impact identified with the Project Proposed for Approval. As with the Project Proposed for Approval, three residential additional units without avigation easements have been projected as being in the 65 to 70 CNEL contour when compared to Baseline (2016). Under cumulative conditions, the number of additional parcels included in the 65 CNEL contour compared to the Baseline (2016) condition would be 29, which is two more than with the Project Proposed for Approval. As with the Project Proposed for Approval, these units would be eligible for consideration under the SIP. However, as with the Project Proposed for Approval, there is no certainty that sound insulation would be installed, and impacts would remain significant and unavoidable.

Ability of Alternative to Meet the Project Objectives

This alternative would fully meet all six Project Objectives, whereas the Project Proposed for Approval would fully meet five of the Project Objectives and partially meet one of the Project Objectives. Alternative 1 would be more effective than the Project Proposed for Approval in providing the flexibility to meet future market trends (Objective 4: “To embrace flexibility to allow for technological advances and market trends”) because it offers a greater number of community hangars. Alternative 1, would be better able to adapt to potential changes in the fleet mix.

Reasons for Rejecting the Alternative

The Project Proposed for Approval was identified in the Draft Program EIR as the environmentally superior alternative because of the incremental reduction of non-significant impacts. Therefore, in light of these reasons, the Board finds this Alternative is not as desirable.
8.2.2 ALTERNATIVE 2 – TWO EAST SIDE FULL-SERVICE FIXED BASED OPERATORS.

Alternative Description

This alternative proposes development of two Full Service FBOs; a Full Service Northeast FBO and a Full Service Southeast FBO. This alternative minimizes the extent that general aviation aircraft have to cross Runway 20R/2L to access the shorter general aviation runway (Runway 20L/2R). The total aircraft storage capacity for all the facilities included under this Alternative is approximately 361 based aircraft and the aviation forecast projects 169,400 annual operations. Although there would be a reduction in overall number of annual operations, when compared to the Baseline (2016), there would be an increase in general aviation jet aircraft operations, which is consistent with the national trends. Compared to the Baseline (2016) the capacity of the Airport would be reduced by 235 fewer aircraft, which is 121 fewer aircraft than was based at the Airport in the Baseline condition. All other key design elements would be the same as for the Project Proposed for Approval (see description in Section 3.1 of these Findings).

Ability of the Alternative to Avoid Significant Impacts

The impacts associated with this Alternative are similar to the impacts identified for the Project Proposed for Approval. Prior to mitigation, this Alternative would have significant construction air quality impacts; however, as with the Project Proposed for Approval this impact would be reduced to less than significant with mitigation. Alternative 2 would result in the displacement of seven fewer aircraft than the Project Proposed for Approval; however, displacement of aircraft is not identified as a significant environmental impact.

This alternative would not avoid the significant unavoidable land use compatibility impact identified with the Project Proposed for Approval. As with the Project Proposed for Approval, residential additional units without avigation easement could be exposed to noise levels in excess of the 65 CNEL when compared to Baseline (2016) under both the Baseline Plus Alternative 2 and the cumulative conditions. As with the Project Proposed for Approval, these units would be eligible for consideration under the SIP. However, as with the Project Proposed for Approval, there is no certainty that sound insulation would be installed and impacts would remain significant and unavoidable.

Ability of Alternative to Meet the Project Objectives

As with the Project Proposed for Approval, this Alternative would fully meet five of the six Project Objectives and partially meet one of the Project Objectives. Alternative 2 would only partially meet Objective 4 (“To embrace flexibility to allow for technological advances and market trends”).

Reasons for Rejecting the Alternative

This Alternative would not provide sufficient environmental benefits to offset the loss of flexibility. Therefore, in light of these reasons, the Board finds this Alternative is not desirable.
8.2.3 ALTERNATIVE 3 – CORRECTION OF NON-STANDARD CONDITIONS

Alternative Description

Alternative 3 would correct the same existing non-standard conditions as the Project Proposed for Approval. This Alternative does not propose any of the other facility improvements that are offered by the Project Proposed for Approval.

As a result of the correction of the non-standard conditions, aircraft storage capacity would be reduced by approximately 42 spaces. However, Alternative 3 would accommodate 72 more general aviation aircraft than were based at the Airport in the Baseline (2016) condition and 200 more spaces than the Project Proposed for Approval. Although the displacement of aircraft was not identified as a significant environmental impact.

This Alternative would result in an increase in the number of annual general aviation operations when compared to the Baseline (2016) condition. In 2016, there were 192,800 annual general aviation operations. With Alternative 3 this would increase to 197,600 annual operations. The aviation forecast identifies the growth as being increases in general aviation jet aircraft operations, which is consistent with the national trends.

Ability of the Alternative to Avoid Significant Impacts

Alternative 3 would reduce the construction air emissions because limited construction efforts are required to implement this Alternative. Although the construction impacts for the Project Proposed for Approval would have significant impacts prior to mitigation, these impacts would be reduced to less than significant with mitigation. Therefore, although there is a reduction in impacts, it does not result in the avoidance of a significant impact.

This Alternative would not avoid the significant unavoidable land use compatibility impact identified with the Project Proposed for Approval. The noise characteristics of this Alternative would be comparable to the No Project Alternative based on the number of aviation operations and projected fleet mix. As with the Project Proposed for Approval, additional residential units without avigation easements could be exposed to noise levels in excess of the 65 CNEL when compared to Baseline (2016) under both the Baseline Plus Alternative 3 and the cumulative conditions. As with the Project Proposed for Approval, these units would be eligible for consideration under the SIP. However, as with the Project Proposed for Approval, there is no certainty that sound insulation would be installed and impacts would remain significant and unavoidable.

Ability of Alternative to Meet the Project Objectives

Alternative 3 would fully meet two of the six Project Objectives, partially meet three of the Project Objectives, and would not meet the objective pertaining to flexibility to allow for technological advances and market trends. This Alternative would not be as effective in meeting the Project Objectives because it would maintain one split-location FBO, where a portion of the northeast side Full Service FBO would still remain on the west side of the Airport. This
necessitates the need to tow aircraft across the airfield and cross Runway 20R/2L, which is used by commercial carriers; therefore, it would not enhance compatibility between general and commercial aviation operations. As a result of the correction of non-standard conditions, Alternative 3 would provide fewer community hangar spaces compared to Baseline (2016) and the Project Proposed for Approval (i.e., removal of two community hangars from the Full Service Southeast FBO). Alternative 3 would not fully meet the Project Objectives of “utilize limited land area efficiently and economically” nor “maximize economic, self-sustaining, revenue-producing facilities” because, based on the trends in general aviation fleet mix, Alternative 3 would result in facilities going unused because they are not responsive to the type of facilities required (i.e., Alternative 3 provides more tie-down area for more small aircraft than there is demand for). Since this Alternative would not provide replacement/upgrades of any of the facilities, it would not be responsive to the national trends, which have been experienced at the Airport to accommodate the increased demand for general aviation jet aircraft.

Reasons for Rejecting the Alternative

In light of these reasons, the Board finds this Alternative 3, though technically feasible, does not provide sufficient environmental benefits in light of the inability to effectively meet the Project Objectives; therefore, the Board rejects this Alternative on that basis.

8.2.4 NO PROJECT ALTERNATIVE

Alternative Description

The No Project Alternative would not implement any improvements or modifications to the general aviation facilities at the Airport. This Alternative assumes no change in the Baseline aircraft fleet mix and the theoretical Airport capacity would remain at 596 based aircraft.

Section 15126.6(e)(3)(A) of the State CEQA Guidelines, in describing the content of the No Project Alternatives, identifies when the project is the revision of an existing land use or regulatory plan, policy or ongoing operation, the “no project” alternative will be the continuation of the existing plan, policy or operation into the future. Therefore, the aviation forecast allowed the number of based aircraft to increase following the growth estimated from the unconstrained forecast until it reaches the maximum capacity identified under the capacity analysis. Once the number of based aircraft demand for each type of aircraft reaches the maximum capacity, the growth for the corresponding type of aircraft is constrained. Therefore, because the types of facilities do not fully align with the demand, in 2026 the total number of based aircraft is projected to be 505 aircraft. This reflects the fleet mix that would be reasonably accommodated at the Airport. The aviation forecast does project an increase in operations compared to the Baseline (2016). The No Project is projected to generate 201,000 annual general aviation operations, which is the highest number of operations for any of the alternatives evaluated.

Ability of the Alternative to Avoid Significant Impacts

The No Project Alternative would eliminate the construction air emissions because no improvements would implement with this Alternative. Therefore, there is a reduction in impacts
compared to the Project Proposed for Approval, although this impact is less than significant with mitigation.

This Alternative would not avoid the significant unavoidable land use compatibility impact identified with the Project Proposed for Approval. The noise characteristics of this Alternative would be comparable to the Project Proposed for Approval. The No Project Alternative would result in the same number of sensitive receptors without avigation easements exposed to noise levels in excess of 65 CNEL. In the cumulative scenario, when compared to the Project Proposed for Approval, there would be a reduction of three units in the 65 CNEL contour, although, all these units are within the AIP area. Additionally, as with the Project Proposed for Approval, these units would be eligible for consideration under the SIP. However, as with the Project Proposed for Approval, there is no certainty that sound insulation would be installed and impacts would remain significant and unavoidable.

**Ability of Alternative to Meet the Project Objectives**

The No Project Alternative is unable to adequately meet the Project Objectives. It only partially meets three of the six objectives and does not meet two of the objectives. Only one objective, ability of existing infrastructure to support general aviation facilities, is fully met with this Alternative.

The No Project Alternative would not enhance safe and secure operations because it would not correct the existing non-standard design features at the Airport. It also would not meet the objective pertaining to flexibility to allow for technological advances and market trends because no improvements would be provided.

This Alternative, which maintains a portion of a full service FBO on the west side of the Airport, necessitates the need to tow aircraft across the airfield and cross Runway 20R/2L used by commercial carriers. Therefore, it would not enhance compatibility between general and commercial aviation operations. The No Project Alternative would not fully meet the Project Objectives of “utilize limited land area efficiently and economically” nor “maximize economic, self-sustaining, revenue-producing facilities” because based on the trends in general aviation fleet mix, facilities going unused because they are not responsive to the type of facilities required (i.e., providing more tie-down area for more small aircraft than there is demand for). Since this Alternative would not provide replacement/upgrades of any of the facilities, it would not be responsive to the national trends, which have been experienced at the Airport to accommodate the increased demand for general aviation jet aircraft.

**Reasons for Rejecting the Alternative**

In light of the reasons discussed above, the Board finds the No Project Alternative, though technically feasible, does not provide sufficient environmental benefits in light of the inability to effectively meet the Project Objectives; therefore, rejects this Alternative on that basis.
8.3 **ALTERNATIVE SUBMITTED FOR CONSIDERATION SUBSEQUENT TO THE CLOSE OF PUBLIC COMMENT PERIOD ON THE DRAFT PROGRAM EIR**

At the April 17, 2019 Airport Commission hearing on the GAIP, the Southern California Pilots Association (SoCal Pilots) submitted their “Alternative 4” concept, for consideration by the decision-makers. According to the limited information submitted, the concept identifies leaseholds for three Full Service FBOs and two Limited Service FBOs. The SoCal Pilots’ concept was submitted for consideration subsequent to circulation of the Draft Program EIR and after the close of public comment and issuance of the notices of availability of the responses to comments. Therefore, this proposed concept has not been addressed as part of the Final Program EIR. In addition, when submitting this concept to the Airport Commission, no additional design information was provided; therefore, there is not sufficient information to develop a project description for the SoCal Pilots concept or evaluate the potential environmental impacts in light of the analysis prepared in Final Program EIR 627. Therefore, there is insufficient information about this proposed concept for the Board to evaluate this concept in the context of the Project Objectives and environmental analysis.
9.0 STATEMENT OF OVERRIDING CONSIDERATIONS

9.1 INTRODUCTION

Section 15093 of the State CEQA Guidelines provides the following:

(a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered “acceptable.”

(b) When the lead agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the final EIR and/or other information in the record. This statement of overriding considerations shall be supported by substantial evidence in the record.

(c) If an agency makes a statement of overriding considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination. This statement does not substitute for, and shall be in addition to, findings required pursuant to Section 15091.

In accordance with the provisions of CEQA and the State CEQA Guidelines and as part of its certification of the adequacy of Final Program EIR 627 for the John Wayne Airport General Aviation Improvement Program, the Board finds that the mitigation program discussed in these Findings of Fact and the MMRP, when implemented, avoid or substantially lessen the significant effects identified in the Final Program EIR. Nonetheless, direct and cumulative land use planning significant effects of the Project Proposed for Approval are unavoidable even after incorporation of all feasible mitigation measures. As disclosed in the Final Program EIR, even with the approval of the Project and implementation of the mitigation program described in the MMRP, the effects described in more detail in Section 7.0 of these Findings of Fact are considered to be significant and unavoidable at this time.

9.2 OVERRIDING CONSIDERATIONS

In approving the Project Proposed for Approval, the Board of Supervisors has (i) independently reviewed the information in the Final Program EIR and the Record of Proceedings; (ii) made a reasonable and good faith effort to eliminate or substantially lessen the significant impacts resulting from the Project Proposed for Approval to the extent feasible by adopting the standard conditions, minimization measures, and mitigation measures identified in the Final Program EIR and the MMRP; and (iii) balanced the economic, legal, social, technological, or other benefits of the Project Proposed for Approval against its unavoidable environmental risks. The Board finds that the Project's significant, unavoidable effects remaining are acceptable due to specific
overriding economic, legal, social, technological, or other considerations described in this Section 9.2 of the Findings of Fact. All considerations are based on the facts set forth in these Findings of Fact, the MMRP, Final Program EIR 627, and the record for this Project.

The Board finds that the following overriding considerations, individually and cumulatively, are relevant and valid reasons that make the Project Proposed for Approval acceptable despite the fact that significant, unavoidable adverse effects of the Project remain. The following described economic, legal, social, technological, or other benefits of the Project outweigh the Project’s significant unavoidable adverse environmental impacts.

1) The general aviation facilities have remained mostly unchanged for more than 20 years. Many are in need of repairs and do not meet the current aviation facility demands. The Project Proposed for Approval would provide the mechanism for upgrading these facilities.

2) The aging general aviation facilities do not meet the current fleet mix demands. The Project Proposed for Approval would provide for facilities to better meet the current and future general aviation fleet mix demand in light of the space constraints at the Airport.

3) The correction of existing non-standard design features to meet FAA design criteria will enhance the safety of operations at the Airport. The improvements intend to reduce incursions between aircraft and ground vehicles and eliminate known obstructions to airport airspace.

4) Adoption of the Project Proposed for Approval provides improvements that will enhance the Airport’s safety by meeting Federal Aviation Administration (“FAA”) design standards to the maximum extent feasible for the reasons discussed and explained in Final Program EIR Sections 1.5, 3.6.1, 3.6.2, and 5.5. Correcting the existing non-standard design features would facilitate FAA’s approval of the Airport’s future Airport Layout Plan submittals.

5) Adoption of the Project Proposed for Approval encourages economic growth within the region by providing for the employment of construction workers and construction supply workers.

6) Adoption of the Proposed Project for Approval implements the Airport’s goals, objectives and performance targets for sustainability within proposed development projects for the reasons discussed and explained in Final Program EIR Section 6.4. All new facilities would need to comply with the current requirements for sustainability, including but not limited to Title 24 of the California Code of Regulations (Energy Efficiency Standards for Residential and Non-residential Buildings); the California Green Building Standards Code (CALGreen code); the JWA Climate Action Plan; and the water quality requirements (a combination of Best Management Practices, low impact development, and/or hydromodification techniques) pursuant to the Santa Ana RWQCB NPDES Permit No. CAS618030.

In light of the foregoing, and in recognition of additional information contained within the Final Program EIR and other portions of the record of proceedings, the Orange County Board of Supervisors concludes that implementation of the Project Proposed for Approval will result in economic, legal, social, technological, or other benefits. The Board of Supervisors further concludes that these benefits outweigh the significant, unavoidable environmental

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impacts associated with the Project Proposed for Approval and, accordingly, adopts these Findings of Fact and Statement of Overriding Considerations.
EXHIBIT B

MITIGATION MONITORING AND REPORTING PROGRAM
FOR FINAL PROGRAM ENVIRONMENTAL IMPACT REPORT 627

PROPOSED PROJECT
Mitigation Monitoring and Reporting Program for Final Program Environmental Impact Report No. 627
John Wayne Airport
General Aviation Improvement Program
SCH No. 2017031072

May 2019
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<td>1.1 Introduction</td>
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<td>1.2 Mitigation Monitoring Procedures</td>
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<td>Acronym List</td>
<td>3</td>
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</tbody>
</table>
1.1 INTRODUCTION

In accordance with the requirements of Public Resources Code Section 21081.6, and as part of its certification of the adequacy of Final Program Environmental Impact Report No. 627 (Final Program EIR 627) for the John Wayne Airport, Orange County (JWA” or “Airport) General Aviation Improvement Program (GAIP” or “Project), the Board of Supervisors (Board) of the County of Orange (County) adopts the following “Mitigation Monitoring and Reporting Program” (MMRP). The Board adopts this MMRP in its capacity as the lead agency for Final Program EIR 627 in accordance with the provisions of the California Environmental Quality Act (CEQA) (California Public Resources Code §21000 et seq.) and the State CEQA Guidelines (14 California Code of Regulations § 15000 et seq.).

The principal purpose of the MMRP is to ensure that the Board-approved mitigation measures for the adopted Project are reported and monitored so as to ensure compliance with the measures’ requirements. In general, John Wayne Airport (JWA) is responsible for overseeing implementation and completion of the adopted mitigation measures. This includes the review of all monitoring reports, enforcement actions, and document disposition, unless otherwise noted in the attached MMRP Table. However, the Board retains overall responsibility for verifying implementation of all adopted mitigation measures.

1.2 MITIGATION MONITORING PROCEDURES

The County is the designated lead agency for the MMRP. JWA is the department responsible for review of all monitoring reports, enforcement actions, and document disposition, unless otherwise noted in the MMRP Table.

1.3 MITIGATION MONITORING AND REPORTING PLAN

The MMRP is provided in tabular format to facilitate effective tracking and documentation of the status of Mitigation Program. Although regulatory requirements and standard conditions, which are described below, are not considered mitigation, the County has included these provisions in the MMRP to ensure the tracking and implementation of the measures. Additionally, Final Program EIR 627 included several minimization measures, which have been adopted to further reduce potential impacts although the impacts have not been identified as significant. All these elements are included in the Mitigation Program adopted with Final Program EIR 627. The attached MMRP Table provides the following monitoring information:

- **Mitigation Program.** The text of all adopted Regulatory Requirements, Standard Conditions of Approval, Minimization Measures and Mitigation Measures that will serve to avoid or minimize impacts. The components are defined as follows:
  - **Regulatory Requirements.** These regulations are based on local, State, or federal regulations or laws that are frequently required independently of CEQA review and also serve to offset or prevent specific impacts. Typical regulatory
requirements include compliance with the provisions of the California Building Code, South Coast Air Quality Management District Rules, local agency fees, etc. Additional requirements may be imposed on the Project by government agencies during the approval process, as appropriate. These regulatory requirements are not unique to the Project but have been identified to facilitate the reader’s understanding of the established requirements applicable to the Project. Adherence to these requirements, as applicable, will be verified or applied during the development review and/or ministerial permit processes (e.g. building permit).

- **Standard Conditions of Approval.** The County of Orange has adopted a set of Standard Conditions of Approval. These are conditions frequently required independently of CEQA review that serve to offset or prevent specific impacts; however, there is not a formally adopted regulation. When an adopted Orange County Standard Condition of Approval is identified, the number of the condition is listed in parentheses. Adherence to these conditions will be verified or applied during the development review and/or ministerial permit processes (e.g. building permit).

- **Minimization Measures.** The County has agreed to incorporate minimization measures into the Project. A minimization measure is a condition proposed to reduce an adverse effect of the Project even when that effect does not result in a significant impact.

- **Mitigation Measures.** Where a potentially significant environmental effect has been identified and is not reduced to a level considered less than significant through the application of a regulatory requirement or standard conditions of approval, Project-specific mitigation measures have been identified.

- **Approving or Verifying Authority.** The County Department(s) or other public agency(ies) responsible for overseeing the implementation and completion of each mitigation measure.

- **Date of Completion.** The date the mitigation measure is completed. (This column of the MMRP Table is to be filled in by the approving/verifying authority at a later date.)
ACRONYM LIST

The following are acronyms used in the Mitigation Monitoring Matrix:

<p>| A | AES | Aesthetics |
|   | AQ  | Air Quality |
| B | BIT | Biennial Inspection of Terminals |
|   | BMP | Best Management Practices |
|   | Board | County of Orange Board of Supervisors |
| C | Cal/OSHA | California Department of Occupational Safety and Health |
|   | CALGreen | California Green Building Standards |
|   | CC&amp;Rs | Covenants, Conditions, and Restrictions |
|   | CCR | California Code of Regulations |
|   | CEQA | California Environmental Quality Act |
|   | CFR | Code of Federal Regulations |
|   | CHP | California Highway Patrol |
|   | CMSD | Costa Mesa Sanitation District |
|   | CNEL | Community Noise Equivalent Level |
|   | County | County of Orange |
|   | CSLB | Contractors State License Board |
|   | CULT | Cultural Resources |
| D | DAMP | Drainage Area Management Plan |
|   | dB | Decibel |
| E | EIR | Environmental Impact Report |
|   | EIR 617 | 2014 Final Environmental Impact Report No. 617, John Wayne Airport Settlement Agreement Amendment |
| F | ESCP | Erosion and Sediment Control Plan |
| F | FAA | Federal Aviation Administration |
| F | FAR | Federal Aviation Regulation |
| F | FBO | Fixed Based Operator |
| G | GAIP | General Aviation Improvement Program |
| G | GHG | Greenhouse Gas Emissions |
| G | GIS | Geographic Information Systems |
| G | GSE | Ground Support Equipment |
| H | HAZ | Hazardous Materials |
| H | HCA | Health Care Agency |
| J | JWA | John Wayne Airport, Orange County |</p>
<table>
<thead>
<tr>
<th>Acronym</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>LID</td>
<td>Low Impact Development</td>
</tr>
<tr>
<td>LU</td>
<td>Land Use</td>
</tr>
<tr>
<td>MLD</td>
<td>Most Likely Descendent</td>
</tr>
<tr>
<td>MM</td>
<td>Mitigation Measure</td>
</tr>
<tr>
<td>MMRP</td>
<td>Mitigation Monitoring and Reporting Plan</td>
</tr>
<tr>
<td>MN</td>
<td>Minimization Measure</td>
</tr>
<tr>
<td>N</td>
<td>Noise</td>
</tr>
<tr>
<td>NAHC</td>
<td>Native American Heritage Commission</td>
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<tr>
<td>NMS</td>
<td>Noise Monitoring Station</td>
</tr>
<tr>
<td>NOI</td>
<td>Noise</td>
</tr>
<tr>
<td>NOx</td>
<td>Nitrogen Oxides</td>
</tr>
<tr>
<td>NPDES</td>
<td>National Pollutant Discharge Elimination System</td>
</tr>
<tr>
<td>O&amp;M</td>
<td>Operation and Maintenance</td>
</tr>
<tr>
<td>OC</td>
<td>Orange County</td>
</tr>
<tr>
<td>OCFA</td>
<td>Orange County Fire Authority</td>
</tr>
<tr>
<td>OCSD</td>
<td>Orange County Sanitation District</td>
</tr>
<tr>
<td>RR</td>
<td>Regulatory Requirement</td>
</tr>
<tr>
<td>RWQCB</td>
<td>Regional Water Quality Control Board</td>
</tr>
<tr>
<td>SC</td>
<td>Standard Condition</td>
</tr>
<tr>
<td>SCAQMD</td>
<td>South Coast Air Quality Management District</td>
</tr>
<tr>
<td>SENEL</td>
<td>Single Event Noise Exposure Level</td>
</tr>
<tr>
<td>SIC</td>
<td>Standard Industrial Classification</td>
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<tr>
<td>SIP</td>
<td>Sound Insulation Program</td>
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<tr>
<td>SPCC</td>
<td>Spill Prevention, Control, and Countermeasure</td>
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<tr>
<td>SWPPP</td>
<td>Storm Water Pollution Prevention Plan</td>
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<tr>
<td>TCR</td>
<td>Tribal Cultural Resources</td>
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<tr>
<td>TRA</td>
<td>Transportation</td>
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<tr>
<td>U</td>
<td>Ultra Low Emission Vehicle</td>
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<tr>
<td>USEPA</td>
<td>U.S. Environmental Protection Agency</td>
</tr>
<tr>
<td>UTL</td>
<td>Utilities</td>
</tr>
<tr>
<td>VOC</td>
<td>Volatile Organic Compound</td>
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<tr>
<td>WDID</td>
<td>Waste Discharge Identification</td>
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<tr>
<td>WQ</td>
<td>Water Quality</td>
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<tr>
<td>WQMP</td>
<td>Water Quality Management Plan</td>
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<td>Z</td>
<td>Zero Emission Vehicle</td>
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<td>Mitigation Program</td>
<td>Timing of Mitigation</td>
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<tr>
<td><strong>AESTHETICS</strong></td>
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<td>RR AES-1</td>
<td>Prior to issuance of building permit</td>
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<tr>
<td>MN AES-1</td>
<td>Identification of requirement in applicable construction contract specifications; implementation prior to issuance of building permits for projects using staging area</td>
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<tr>
<td>MN AES-2</td>
<td>Prior to issuance of building permit for projects with solar panels</td>
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</table>

Prior to issuance of any building permit for individual general aviation projects at JWA, the contractor shall file a Notice of Proposed Construction or Alteration (FAA Form 7460-1) with the FAA regional office that will show compliance with the Federal Aviation Regulations (FAR) Part 77 regulation, as it relates to building or structure heights, markings, lighting, and other standards. The FAA’s Determination of No Hazard shall be submitted to the County prior to the start of construction.

Construction contract specifications for any phase of development where the Airport property on the southwest corner of Irvine Avenue and Bristol Street South (i.e., golf course area) will be used as a construction laydown area/staging area, shall include security fencing with opaque screening around the construction sites and staging areas to block the ground-level views of the site. No removal of trees shall be allowed at the staging area.

Prior to issuance of a building permit for any project proposing the use of solar panels, the applicant shall prepare an evaluation of glare and glint on surrounding land uses and effects on navigation. The evaluation shall include description of the number, style, and placement of all solar panels. Additionally, evaluation shall include an analysis consistent with FAA guidance on evaluating solar technologies at the Airport. The evaluation shall be approved by the John Wayne Airport, Deputy Director, Facilities.
<table>
<thead>
<tr>
<th>Mitigation Program</th>
<th>Timing of Mitigation</th>
<th>County Department or Other Agency for Review/Approval</th>
<th>Completion Date</th>
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<tbody>
<tr>
<td><strong>AIR QUALITY</strong></td>
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<tr>
<td><strong>RR AQ-1</strong></td>
<td>During construction, the developer shall comply with South Coast Air Quality Management District (SCAQMD) Rules 402 and 403, in order to minimize short-term emissions of dust and particulates. SCAQMD Rule 402 requires that air pollutant emissions not be a nuisance off site. SCAQMD Rule 403 requires that fugitive dust be controlled with the best available control measures so that the presence of such dust does not remain visible in the atmosphere beyond the property line of the emission source. This requirement shall be included as notes on the contractor specifications. Table 1 of Rule 403 prescribes the Best Available Control Measures that are applicable to all construction projects. The developer shall provide the Manager of Building &amp; Safety, or designee, with an SCAQMD-approved Dust Control Plan or other sufficient proof of compliance with Rule 403, prior to issuance of a grading permit.</td>
<td>Identification of requirement in construction contract specifications; Submittal of Dust Control Plan prior to issuance of grading permit; Implementation ongoing throughout construction</td>
<td>Manager of Building &amp; Safety, or designee</td>
</tr>
<tr>
<td><strong>RR AQ-2</strong></td>
<td>Architectural coatings shall be selected so that the volatile organic compound (VOC) content of the coatings is compliant with SCAQMD Rule 1113. This requirement shall be included as notes on the contractor specifications. The specifications for each project within the GAIP area shall be reviewed by the Manager of Building &amp; Safety, or designee, for compliance with this requirement prior to issuance of a building permit.</td>
<td>Identification of requirement in construction contract specifications; Verification of implementation during construction</td>
<td>Manager of Building &amp; Safety, or designee</td>
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<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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<td>Mitigation Program</td>
<td>Timing of Mitigation</td>
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<tr>
<td><strong>MN AQ-1</strong></td>
<td>JWA shall require architectural coatings applied to the East and West Access Roads be low VOC coatings. Specifically, JWA shall require the use of a paint for markings with less than 50 grams of VOC emissions per liter of paint.</td>
<td>Identification of requirement in construction contract specifications; Verification of implementation during construction with construction</td>
<td>JWA Deputy Airport Director, Facilities Development or Designee</td>
</tr>
<tr>
<td><strong>MN AQ-2</strong></td>
<td>General Aviation FBOs shall employ Zero Emission Vehicle (ZEV) GSE where available (e.g., tugs, water carts, lavatory carts, other ramp service equipment/vehicles) for 90 percent or greater of the GSE operating hours. Where ZEVs are not available, vehicles shall meet Ultra Low Emission Vehicle (ULEV) requirements. Where ULEVs are not available, and only diesel fuel engine trucks are available, the diesel-fueled truck shall comply with the On-Road Heavy-Duty Diesel Vehicles (In-Use) Regulation. FBOs shall maintain monthly records regarding GSE type, make, model, year, fuel type, horsepower (if non-electric), and hours in-use. Monthly records are subject to audit and verification by JWA. These records shall be provided to JWA annually in June.</td>
<td>Requirement in lease agreement/Reporting ongoing</td>
<td>JWA Deputy Airport Director, Facilities Development or Designee</td>
</tr>
<tr>
<td><strong>MM AQ-1</strong></td>
<td>JWA shall require heavy-duty, off-road, diesel-powered construction equipment to meet or exceed the USEPA’s Tier 4 off-road emissions engine standards during Airport construction in order to reduce construction-related NOx emissions.</td>
<td>Identification of requirement in construction contract specifications; Verification of implementation during construction with construction</td>
<td>JWA Deputy Airport Director, Facilities Development or Designee</td>
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### CULTURAL RESOURCES

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<tr>
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<th>Completion Date</th>
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<tbody>
<tr>
<td>RR CULT-1 Human Remains. If human remains are encountered during ground-disturbing activities, Section 7050.5 of the <em>California Health and Safety Code</em> states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition of the materials pursuant to Section 5097.98 of the <em>California Public Resources Code</em>. The provisions of Section 15064.5 of the California Environmental Quality Act Guidelines shall also be followed. The County Coroner must be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner shall notify the Native American Heritage Commission (NAHC). The NAHC will determine and notify a Most Likely Descendent (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The descendent must complete the inspection within 24 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials. These requirements shall be included as notes on the contractor specification and verified by the OC Development Services Department, prior to issuance of grading permits.</td>
<td>Identification in construction contract specifications prior to issuance of grading permit; implemented during construction</td>
<td>OC Development Services Department</td>
<td></td>
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<tr>
<td>Mitigation Program</td>
<td>Timing of Mitigation</td>
<td>County Department or Other Agency for Review/Approval</td>
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<tr>
<td><strong>SC CULT-1</strong></td>
<td>Prior to issuance of grading permit</td>
<td>Manager of Building &amp; Safety, or designee</td>
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<td></td>
<td>Prior to release of grading bond</td>
<td>Manager of Building &amp; Safety, or designee</td>
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Prior to the issuance of the first grading permit, the applicant shall provide written evidence to the Manager, Building and Safety, that applicant has retained a County-certified archaeologist, to observe grading activities and salvage and catalogue archaeological resources as necessary. The archaeologist shall be present at the pre-grade conference, shall establish procedures for archaeological resource surveillance, and shall establish, in cooperation with the applicant, procedures for temporarily halting or redirecting work to permit the sampling, identification, and evaluation of the artifacts as appropriate. If the archaeological resources are found to be significant, the archaeological observer shall determine appropriate actions, in cooperation with the project applicant, for exploration and/or salvage.

Prior to the release of the grading bond the applicant shall obtain approval of the archaeologist’s follow-up report from the Manager, Building and Safety. The report shall include the period of inspection, an analysis of any artifacts found and the present repository of the artifacts. The archaeologist shall prepare excavated material to the point of identification. Applicant shall offer excavated finds for curatorial purposes to the County of Orange, or its designee, on a first refusal basis. These actions, as well as final mitigation and disposition of the resources, shall be subject to the approval of the Manager, Building and Safety. Applicant shall pay curatorial fees if an applicable fee program has been adopted by the Board of Supervisors, and such fee program is in effect at the time of presentation of the materials to the County of Orange or its designee, all in a manner consistent with the adopted fee program.
### Mitigation Program

<table>
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<th>SC CULT-2</th>
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| Prior to the issuance of the first grading permit, the project applicant shall provide written evidence to the Manager, Building and Safety, that applicant has retained a County certified paleontologist to observe grading activities and salvage and catalogue fossils as necessary. The paleontologist shall be present at the pre-grade conference, shall establish procedures for paleontological resource surveillance, and shall establish, in cooperation with the applicant, procedures for temporarily halting or redirecting work to permit sampling, identification, and evaluation of the fossils. If the paleontological resources are found to be significant, the paleontologist shall determine appropriate actions, in cooperation with the applicant, to ensure proper exploration and/or salvage. Prior to the release of the grading bond the applicant shall submit the paleontologist's follow up report for approval by the Manager, Building and Safety. The report shall include the period of inspection, a catalogue and analysis of the fossils found, and the present repository of the fossils. Applicant shall prepare excavated material to the point of identification, and offer excavated finds for curatorial purposes to the County of Orange, or its designee, on a first refusal basis. These actions, as well as final mitigation and disposition of the resources, shall be subject to approval by Manager, Building and Safety. Applicant shall pay curatorial fees if an applicable fee program has been adopted by the Board of Supervisors, and such fee program is in effect at the time of presentation of the materials to the County of Orange or its designee, all in a manner meeting the approval of
| Prior to issuance of grading permit |
| Manager of Building & Safety, or designee |

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<tr>
<th>Mitigation Program</th>
<th>Timing of Mitigation</th>
<th>County Department or Other Agency for Review/Approval</th>
<th>Completion Date</th>
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<tr>
<td>meeting the approval of the Manager, Building and Safety. (County Standard Condition of Approval A02)</td>
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<th>SC CULT-2</th>
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| Prior to the issuance of the first grading permit, the project applicant shall provide written evidence to the Manager, Building and Safety, that applicant has retained a County certified paleontologist to observe grading activities and salvage and catalogue fossils as necessary. The paleontologist shall be present at the pre-grade conference, shall establish procedures for paleontological resource surveillance, and shall establish, in cooperation with the applicant, procedures for temporarily halting or redirecting work to permit sampling, identification, and evaluation of the fossils. If the paleontological resources are found to be significant, the paleontologist shall determine appropriate actions, in cooperation with the applicant, to ensure proper exploration and/or salvage. Prior to the release of the grading bond the applicant shall submit the paleontologist's follow up report for approval by the Manager, Building and Safety. The report shall include the period of inspection, a catalogue and analysis of the fossils found, and the present repository of the fossils. Applicant shall prepare excavated material to the point of identification, and offer excavated finds for curatorial purposes to the County of Orange, or its designee, on a first refusal basis. These actions, as well as final mitigation and disposition of the resources, shall be subject to approval by Manager, Building and Safety. Applicant shall pay curatorial fees if an applicable fee program has been adopted by the Board of Supervisors, and such fee program is in effect at the time of presentation of the materials to the County of Orange or its designee, all in a manner meeting the approval of
<p>| Prior to issuance of grading permit |
| Manager of Building &amp; Safety, or designee |</p>
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<tr>
<th>Mitigation Program</th>
<th>Timing of Mitigation</th>
<th>County Department or Other Agency for Review/Approval</th>
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<tr>
<td>the Manager, Building and Safety (County Standard Condition of Approval A04)</td>
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<tr>
<td><strong>GREENHOUSE GAS EMISSIONS</strong></td>
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<tr>
<td><strong>RR GHG-1</strong> GAIP facilities must be designed in accordance with the applicable Title 24 Energy Efficiency Standards for Residential and Nonresidential Buildings (California Code of Regulations [CCR], Title 24, Part 6). These standards are updated, approximately every three years, to incorporate improved energy efficiency technologies and methods. The Manager of Building &amp; Safety, or designee shall ensure compliance prior to the issuance of each building permit.</td>
<td>In conjunction with Site Plan Review</td>
<td>Manager of Building &amp; Safety or designee</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
</tr>
<tr>
<td><strong>RR GHG-2</strong> GAIP facilities must be designed in accordance with applicable requirements of the California Green Building Standards (CALGreen) Code (24 CCR 11). The Manager of Building &amp; Safety, or designee shall ensure compliance prior to the issuance of each building permit.</td>
<td>In conjunction with Site Plan Review</td>
<td>Manager of Building &amp; Safety, or designee</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
</tr>
<tr>
<td><strong>MN GHG-1</strong> JWA shall require that all general aviation-related development and uses facilitated by approval of the GAIP comply with applicable measures set forth in its Climate Action Plan. This compliance requirement shall be set forth in all leasehold agreements for GAIP-related development. Additionally, compliance with building design-related measures shall be verified by JWA Deputy Director, Facilities or designee, prior to the issuance of building permits for GAIP-related development.</td>
<td>Requirement in lease agreement; Verified during Site Plan Review and ongoing</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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CALGreen Appendix A4 contains the voluntary measures (Tier 1 and Tier 2) that were developed to provide a statewide method of enhancing green construction practiced beyond the Code’s minimum levels. It should be noted, although RR UTL-2 identifies compliance with the California Green Building Standards Code, the John Wayne Airport Climate Action Plan requires fixed based operators and vendors to meet stringent energy efficiency requirements equivalent of CalGreen Tier 1 and Envision Gold or higher for applicable components of GAIP facilities. This requirement is identified in the consistency evaluation with the CAP, provided in Table 4.4-10, item E-11 (included in Section 4.4, Greenhouse Gas Emissions).
### HAZARDS AND HAZARDOUS MATERIALS

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<tr>
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<tbody>
<tr>
<td>RR HAZ-1</td>
<td>Identification in construction contract specifications prior to issuance of demolition permit; Implemented during demolition or construction</td>
<td>JWA Deputy Airport Director, Facilities Development or designee Manager of Building &amp; Safety or designee</td>
<td></td>
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</table>

Prior to the start of demolition or construction at the facilities, an asbestos abatement work plan shall be prepared in compliance with federal, State, and local regulations for any necessary removal and disposal of such materials, (including, but not limited to, 40 CFR 61 Subpart M, Occupational Safety and Health Administration 8 CCR 1529, and South Coast Air Quality Management District Rule 1403) and shall include: (1) demolition plans and specifications incorporating any necessary abatement measures for the removal of materials containing asbestos or assumed to contain asbestos in compliance with federal, State, and local regulations; (2) A licensed California Department of Occupational Safety and Health contractor, certified by the CSLB and registered with Cal/OSHA shall perform all “asbestos-related work” that disturbs asbestos-containing materials or asbestos-containing construction materials at the facilities; (3) All persons who may come into contact with any asbestos-containing material during demolition, construction, and maintenance at the facilities shall be notified in writing to avoid removal or disturbance of the asbestos-containing material; (4) any suspect material not identified but assumed to contain asbestos disturbed during the course of demolition shall require a cease work order and examination by a California Department of Industrial Relations Division of Occupational Safety and Health certified asbestos consultant; (5) all known asbestos-containing material or asbestos-containing construction material, to the extent that the asbestos-containing material or asbestos-containing construction material becomes friable, must be removed prior to demolition; and (6) asbestos-containing waste material that is generated during
<table>
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<tr>
<th>Mitigation Program</th>
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<th>County Department or Other Agency for Review/Approval</th>
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<tr>
<td>demolition at the facilities shall be properly handled and disposed of in compliance with applicable federal, State, and local regulations.</td>
<td>Identification in construction contract specifications prior to issuance of demolition permit; Implemented during demolition or construction</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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<tr>
<td>RR HAZ-2 Prior to the start of any construction/demolition at the facilities, a lead-based paint/lead-containing paint abatement work plan shall be prepared in compliance with federal, State, and local regulations (including, but not limited to Occupational Safety and Health Administration CCR Title 17 Section 37000-37100 and Title 8 Section 1532.1 and South Coast Air Quality Management District Rule 301) for any necessary removal and disposal of such materials. The work plan implementing these regulations shall also include the following elements as per the Hazardous Materials Survey Report: (1) demolition plans and specifications shall incorporate any necessary abatement measures for the removal of materials containing lead-based paint and/or lead-containing paint in compliance with federal, state, and local regulations; (2) paints identified as lead-based and in poor condition (peeling or chipped) and all loose, flaking, or otherwise deteriorated lead paint shall be stabilized prior to any other construction-related activity and/or demolition on site. The stabilization process must be completed by California Department of Public Health Certified Workers under a California Department of Public Health Certified Supervisor, and all loose and flaking paint shall be removed from all work areas; (4) lead-based paints, i.e., paint on the floor of Hangar 62, in good condition may be left in place if exposure to employees and the environment is controlled and the lead-containing waste is properly tested and disposed based on the test results; (5) compliance with recommendations contained in a negative exposure assessment, which</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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<tr>
<td>Mitigation Program</td>
<td>Timing of Mitigation</td>
<td>County Department or Other Agency for Review/Approval</td>
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<td>has been prepared meeting Cal-OSHA standards for the appropriate handling of materials tested, via XRF, and found to contain lead in amounts that may be a source of exposure to workers or may not meet testing limits for disposal including ceramic tiles in the restrooms prior to renovation or demolition; and (6) work area preparations as well as adequate worker protection and employee exposure monitoring and material testing as it relates to disposal will be required during any equipment demolition activity.</td>
<td>Identification in construction contract specifications prior to issuance of building permit; Implemented during demolition or construction</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
<td></td>
</tr>
<tr>
<td>RR HAZ-3</td>
<td>All transportation of hazardous materials at the facilities is regulated at the federal (Title 49 of the <em>Code of Federal Regulations</em> [&quot;49 CFR&quot;]) and State (Title 13 of the <em>California Code of Regulations</em> [13 CCR]) levels and requires compliance with all applicable federal, State, and local regulations pertaining to hazardous materials to ensure that the risk associated with the use and storage of the materials, after transport to JWA, is minimal. All hazardous materials shall be handled in full compliance with applicable requirements, and the necessary permits maintained by JWA. Carriers responsible for the transportation of hazardous materials are required to have a hazardous materials transportation license, issued by the California Highway Patrol (CHP). All fuel deliveries from suppliers within California will comply with all applicable requirements of the CHP’s biennial inspection of terminals (BIT) program.</td>
<td>Manager of Building &amp; Safety or designee</td>
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<tr>
<td>Mitigation Program</td>
<td>Timing of Mitigation</td>
<td>County Department or Other Agency for Review/Approval</td>
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<tr>
<td>RR HAZ-4</td>
<td>In conjunction with Site Plan Review</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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<tr>
<td>RR HAZ-5</td>
<td>In conjunction with Site Plan Review</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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</table>

16 The need for a technical amendment to the Plan requires engineering judgment. Examples of when a technical amendment is required includes, but is not limited to, the replacement, reconstruction, or installation of oil transfer piping systems. Oil is defined to include any kind or in any form, including, but not limited to: fats, oils, or greases of animal, fish, or marine mammal origin; vegetable oils, including oils from seeds, nuts, fruits, or kernels; and, other oils and greases, including petroleum, fuel oil, sludge, synthetic oils, mineral oils, oil refuse, or oil mixed with wastes other than dredged spoil. (Wood 2016 [definition taken from 40 CFR Section 112.2 – Definitions])
<table>
<thead>
<tr>
<th>Mitigation Program</th>
<th>Timing of Mitigation</th>
<th>County Department or Other Agency for Review/Approval</th>
<th>Completion Date</th>
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</thead>
<tbody>
<tr>
<td>SC HAZ-1</td>
<td>Prior to the issuance of a building permit for installation of an industrial oven, spray booth, powder-coating operation, dust collection equipment, welding operation, refrigeration system, or other hazardous equipment, the applicant shall provide the Manager, Permit Services with a clearance from OCFA, or other Local Fire Agency (if applicable), indicating plan compliance with Fire Code and all guidelines specific to the operation. (County Standard Condition FP02)</td>
<td>Manager, Permit Services with a clearance from the Orange County Fire Authority</td>
<td></td>
</tr>
<tr>
<td>SC HAZ-2</td>
<td>Prior to the issuance of a grading permit or building permit, whichever comes first, for installation of an aboveground or an underground tank used for the storage of flammable, combustible, or hazardous liquids, the applicant shall provide the Manager, Permit Services with a clearance from OCFA indicating compliance with Guideline G-08. (County Standard Condition FP12)</td>
<td>Manager, Permit Services with a clearance from the Orange County Fire Authority</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
</tr>
<tr>
<td>SC HAZ-3</td>
<td>Prior to the issuance of a building permit, the applicant shall provide the Manager, Permit Services with a clearance from OCFA, or other Local Fire Agency (if applicable), indicating compliance with Guideline G-06.</td>
<td>Manager, Permit Services with a clearance from the Orange County Fire Authority</td>
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<tr>
<td></td>
<td>Prior to the final inspection approval, the applicant shall provide the Manager, Permit Services with a clearance from OCFA, or other Local Fire Agency (if applicable), indicating a “Hazardous Materials Disclosure Chemical Inventory and Business Emergency Plan” packet has been submitted to the</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
<td></td>
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</tbody>
</table>

15 This is a County Standard Condition of Approval; therefore, the wording has not been changed from the text of the adopted condition. However, it should be noted the lease agreements do not permit all these activities to occur on the Airport.


17 Guideline G-06 is an OCFA document titled Completion of the Chemical Classification Packet. The current version is dated January 1, 2017.
<table>
<thead>
<tr>
<th>Mitigation Program</th>
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<tbody>
<tr>
<td>OCFA for review and approval. (County Standard Condition FP15)</td>
<td>In conjunction with Site Plan Review; Implementation ongoing</td>
<td>Manager, Health Care Agency/Hazardous Materials Program</td>
<td></td>
</tr>
<tr>
<td>SC HAZ-4 Applicant/operator shall store, manifest, transport, and dispose of all on-site generated waste that meets hazardous materials criteria in accordance with the California Code of Regulations Title 22 and in a manner to meet the satisfaction of the Manager, Health Care Agency (HCA)/Hazardous Materials Program. Applicant shall keep storage, transportation, and disposal records on site and open for inspection by any government agency upon request. Applicant shall store used oil filters in a closed, rainproof container that is capable of containing all used oil and shall manage the container as specified in Title 22, Chapter 30, Division 4, Section 66828 of the California Code of Regulations. (County Standard Condition RC02)</td>
<td>In conjunction with Site Plan Review</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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</table>

**LAND USE AND PLANNING**

| MN LU-1 In conjunction with the review of design and construction plans for GAIP facilities adjacent to 3000 Airway Avenue, Costa Mesa, California, the applicant shall ensure, and the JWA Deputy Airport Director, Facilities, or designee shall verify, that secured gate access, used to facilitate the movement of cargo and other items into and out of the Airport, is maintained for an adequate connection to Perimeter Road. The precise location and configuration of the gate may be modified within this parcel but the function of the gate shall not be compromised. | In conjunction with Site Plan Review | JWA Deputy Airport Director, Facilities Development or designee |                 |
Starting with the 2015 Annual Noise Report, the annual noise contours presented in the report will be used by the County of Orange/JWA to identify parcels with noise sensitive uses (i.e., residences, schools, or churches) that are newly located either partially or completely within the 65 CNEL contour as compared to their location relative to the 65 CNEL contour in the 2013 Annual Contours, which will serve as the baseline condition. All uses that were established before 1985 and have not been insulated under the previous AIP will be eligible for evaluation under the SIP described in Mitigation Measure (617) N-3. Those uses with an average interior noise levels exceeding 45 CNEL will be eligible for insulation under the SIP described in Mitigation Measure (617) N-3.

For those uses with interior noise levels less than 45 CNEL, the amount of outdoor-to-indoor noise reduction for each habitable room will be recorded. In each subsequent Annual Noise Report, the noise level impacting these uses and the measured noise reduction will be used to estimate the interior noise level. If the estimated interior noise level exceeds 45 CNEL, then the use will be eligible for re-evaluation in the form of new interior noise level measurements. If the interior noise level in any habitable room exceeds 45 CNEL, then the use will be eligible for the SIP described in Mitigation Measure (617) N-3.

---

1 Final Program EIR 627 identifies that residential units that will be included in the future (2026) 65 CNEL contour that do not have avigation easements and have not received prior sound attenuation from the Airport would be eligible for participation in the Sound Insulation Program (SIP) adopted in conjunction with the 2014 Settlement Agreement Amendment. The following four measures ((617) LU-1 and (617) N-1 through (617) N-3) are taken from MMRP for the 2014 Settlement Agreement Amendment.
### Mitigation Program

| 617 N-1 | Starting with the 2015 Fourth Quarter Noise Report, the annual noise levels at NMS 1S, 2S, and 3S will be compared by the County of Orange to the 2013 annual noise levels. If the noise levels have increased by 1.5 dB or more at any of these NMS, all noise sensitive uses represented by that NMS (i.e., that is the closest NMS to the parcel) that have not been previously insulated under the 1985 AIP will be eligible for evaluation for participation in the Sound Insulation Program (SIP) as described in Mitigation Measure (617) N-3. Those uses with interior noise levels exceeding an average of 45 CNEL will be eligible for insulation under the SIP as described in the mitigation measure.

For those uses with interior noise levels less than 45 CNEL, the amount of outdoor-to-indoor noise reduction for each habitable room will be recorded. In each subsequent Fourth Quarter Noise Report, the noise level impacting these uses and the measured noise reduction will be used to estimate the interior noise level. If the estimated interior noise level exceeds an average of 45 CNEL, then the use will be eligible for re-evaluation in the form of new interior noise level measurements. If the interior noise level in any habitable room exceeds an average of 45 CNEL, then the use will be eligible for the SIP described in Mitigation Measure (617) N-3. |
| 617 N-2 | Starting with the 2015 Fourth Quarter Noise Report, the annual noise levels at NMS 1S, 2S, and 3S will be compared by JWA to the 2013 annual noise levels. If the noise levels have increased by 1.0 dB or more at any of these NMS, all noise sensitive uses represented by that NMS (i.e., that is the closest NMS to the parcel) exposed to noise levels of 65 CNEL or greater that have not been previously insulated under the 1985 AIP will be eligible for evaluation for participation in the Sound Insulation Program (SIP) as described in Mitigation Measure (617) N-3. |

<table>
<thead>
<tr>
<th>Timing of Mitigation</th>
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<tbody>
<tr>
<td>Starting with the 2015 Fourth Quarter Noise Report</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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<tr>
<td>Mitigation Program</td>
<td>Timing of Mitigation</td>
<td>County Department or Other Agency for Review/Approval</td>
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<tr>
<td>Program (SIP) as described in Mitigation Measure (617) N-3. Those uses with interior noise levels exceeding 45 CNEL will be eligible for insulation under the SIP as described in the mitigation measure. For those uses with interior noise levels less than 45 CNEL, the amount of outdoor-to-indoor noise reduction for each habitable room will be recorded. In each subsequent Fourth Quarter Noise Report, the noise level impacting these uses and the measured noise reduction will be used to estimate the interior noise level. If the estimated interior noise level exceeds an average of 45 CNEL then the use will be eligible for re-evaluation in the form of new interior noise level measurements. If the interior noise level in any habitable room exceeds an average of 45 CNEL then the use will be eligible for the SIP described in Mitigation Measure (617) N-3.</td>
<td>Completion of measures (617) LU-1, (617) N-1 and (617) N-2</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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</tbody>
</table>
interior noise levels greater than 45 CNEL will be eligible for sound insulation.

The FAA guidance for implementing sound insulation programs specifically states that the average noise level in all habitable rooms of a residence or all educational spaces in school must be greater than 45 CNEL for the use to be eligible for sound insulation funded by the Airport or FAA. However, the County’s noise standards specifically require that the noise level in any habitable room or educational space must be less than 45 CNEL. This is implied in the City of Newport Beach’s noise standards, as well. Under CEQA, the lead agency’s noise standard is used to determine impacts. Therefore, a noise sensitive use is considered significantly impacted if the noise level in any habitable room or educational space exceeds 45 CNEL.

As discussed below, the Airport will request that the FAA waive its requirement that the average noise level in all habitable rooms or educational spaces exceed 45 CNEL in order for sound insulation to be funded by the FAA or Airport in order that all noise related impacts are mitigated to a less than significant level in a timely manner. If the FAA does not agree to waive this requirement, then uses with one or more habitable rooms or educational spaces exceeding 45 CNEL but with the average noise level in all habitable rooms or educational spaces less than 45 CNEL would be significantly and unavoidably impacted as there is no other funding source for a SIP. However, these uses would be eligible for insulation when and if the average noise level exceeded 45 CNEL. As discussed in Mitigation Measures, (617) LU-1, (617) N-1, and (617) N-2, if an individual land use is not eligible for insulation because the interior noise level does not exceed 45 CNEL, there are criteria for re-evaluation.

<table>
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<tr>
<th>Mitigation Program</th>
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<th>County Department or Other Agency for Review/Approval</th>
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<tbody>
<tr>
<td>interior noise levels greater than 45 CNEL will be eligible for sound insulation.</td>
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<tr>
<td>The FAA guidance for implementing sound insulation programs specifically states that the average noise level in all habitable rooms of a residence or all educational spaces in school must be greater than 45 CNEL for the use to be eligible for sound insulation funded by the Airport or FAA. However, the County’s noise standards specifically require that the noise level in any habitable room or educational space must be less than 45 CNEL. This is implied in the City of Newport Beach’s noise standards, as well. Under CEQA, the lead agency’s noise standard is used to determine impacts. Therefore, a noise sensitive use is considered significantly impacted if the noise level in any habitable room or educational space exceeds 45 CNEL.</td>
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</tr>
<tr>
<td>As discussed below, the Airport will request that the FAA waive its requirement that the average noise level in all habitable rooms or educational spaces exceed 45 CNEL in order for sound insulation to be funded by the FAA or Airport in order that all noise related impacts are mitigated to a less than significant level in a timely manner. If the FAA does not agree to waive this requirement, then uses with one or more habitable rooms or educational spaces exceeding 45 CNEL but with the average noise level in all habitable rooms or educational spaces less than 45 CNEL would be significantly and unavoidably impacted as there is no other funding source for a SIP. However, these uses would be eligible for insulation when and if the average noise level exceeded 45 CNEL. As discussed in Mitigation Measures, (617) LU-1, (617) N-1, and (617) N-2, if an individual land use is not eligible for insulation because the interior noise level does not exceed 45 CNEL, there are criteria for re-evaluation. If</td>
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### Mitigation Program

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<td>the annual report noise levels and previous evaluation measurements indicate that the use may meet the interior noise requirement it will be re-evaluated for insulation eligibility.</td>
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**Part 1, Evaluation:** When Mitigation Measures (617) LU-1, (617) N-1, or (617) N-2 determines that a noise sensitive use is significantly impacted based on measured noise levels and the relevant significance thresholds, that use will be evaluated by the County of Orange for eligibility for sound insulation. The evaluation will be performed by measuring the indoor noise levels for each habitable room or educational space. If the average noise level in all habitable rooms or education spaces of a use is greater than an average of 45 CNEL then the use will be eligible for sound insulation. Additionally, if the average noise level is less than 45 CNEL, any use with a noise level greater than an average of 45 CNEL in any habitable room or educational space also will be eligible for sound insulation if the FAA waives its requirement that noise levels be averaged across all habitable rooms or education spaces.

Per FAA guidance, noise levels will be measured with all windows and doors closed. Uses with measured interior noise levels less than 45 CNEL that do not have an existing central ventilation system, but rely on keeping windows open for air circulation will be eligible for a Continuous Positive Ventilation System. Implementation of such a system will be dependent on meeting the FAA requirements for implementation of such a system.

**Part 2, Sound Insulation Program:** Schools or residences that have interior noise levels exceeding 45 CNEL as determined by the evaluation measurements
### Mitigation Program

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<tr>
<th>Mitigation Program</th>
<th>Timing of Mitigation</th>
<th>County Department or Other Agency for Review/Approval</th>
<th>Completion Date</th>
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<tr>
<td>will be eligible for sound insulation. The implementation of sound insulation will depend on satisfying the FAA criteria described in Chapter 812 of Order 5100.38C Airport Improvement Program Handbook. Note that as an alternative to providing sound insulation, an impacted property may also be mitigated by converting an incompatible use to a compatible use or removing the incompatible use.</td>
<td>Ongoing</td>
<td>JWA Manager, Access and Noise Office</td>
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<tr>
<td>The Orange County Municipal Code Article 3 Section 2-1-30, General Aviation Noise Ordinance, prohibits nighttime general aviation operations for operations that exceed the specified SENEL noise limit at each of the noise monitoring locations.</td>
<td>Prior to the issuance of building permits</td>
<td>Manager, Building and Safety</td>
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<tr>
<td>Except when the interior noise level exceeds the exterior noise level, the applicant shall sound attenuate all nonresidential structures against the combined impact of all present and projected noise from exterior noise sources to meet the interior noise criteria as specified in the Noise Element and Land Use/Noise Compatibility Manual. Prior to the issuance of any building permits, the applicant shall submit to the Manager, Building and Safety, an acoustical analysis report prepared under the supervision of a County-certified acoustical consultant which describes in detail the exterior noise environment and the acoustical design features required to achieve the interior noise standard and which indicates that the sound attenuation measures specified have been incorporated into the design of the project. (County Standard Condition N02)</td>
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<tr>
<td>Mitigation Program</td>
<td>Timing of Mitigation</td>
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<tr>
<td><strong>TRANSPORTATION/TRAFFIC</strong></td>
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<tr>
<td><strong>SC TRA-1:</strong> Prior to the issuance of any grading permits, the applicant shall provide adequate sight distance per Standard Plan 1117 at all street intersections, in a manner meeting the approval of the Manager, OC Infrastructure/Traffic Engineering. The applicant shall make all necessary revisions to the plan to meet the sight distance requirement such as removing slopes or other encroachments from the limited use area in a manner meeting the approval of the Manager, Building and Safety. (County Standard Condition of Approval T10)</td>
<td>Prior to the issuance of any grading permits</td>
<td>Manager, OC Infrastructure/Traffic Engineering</td>
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<tr>
<td><strong>TRIBAL CULTURAL RESOURCES</strong></td>
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<tr>
<td><strong>MN TCR-1</strong> Tribal Cultural Resources Observation and Salvage. Prior to the issuance of any grading permit in which native soil is disturbed, the applicant shall provide written evidence to the Manager, Permit Services, that a Native American monitor has been retained to observe grading activities in native sediment and to salvage and catalogue tribal cultural resources as necessary. The Native American monitor, which shall be a representative of a tribe with ancestral connection to the land, shall be present at the pre-grade conference, shall establish procedures for tribal cultural resource surveillance, and shall establish, in cooperation with the County, procedures for temporarily halting or redirecting work to permit the sampling, identification, and evaluation of the tribal cultural resource as appropriate. If the tribal cultural resources are found to be significant, the Native American observer shall determine appropriate actions, in cooperation with the County for exploration and/or salvage.</td>
<td>Prior to issuance of grading permit</td>
<td>Manager, Permit Services</td>
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### Mitigation Program Overview

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<thead>
<tr>
<th>UTILITIES</th>
<th>Mitigation Program</th>
<th>Timing of Mitigation</th>
<th>County Department or Other Agency for Review/Approval</th>
<th>Completion Date</th>
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<tbody>
<tr>
<td>RR UTL-1</td>
<td>In conjunction with the development of the GAIP projects, building plans and site improvement plans shall show compliance with pertinent regulations of CMSD and/or OCSD related to sewer system connections, installation of on-site facilities for industrial dischargers and food service establishments (e.g., pretreatment equipment, pollution control facilities, spill containment facilities, accidental slug control plans, and monitoring/metering facilities), as well as obtain the necessary discharge permits and comply with the discharge limits, prohibitions, monitoring and reporting, inspection and sampling, and other provisions of the permit. Compliance shall be in a manner meeting the approval of the Manager, Building and Safety compliance prior to issuance of any building permit.</td>
<td>In conjunction with Site Plan Review</td>
<td>Manager, Building and Safety JWA Deputy Airport Director, Facilities Development or designee</td>
<td></td>
</tr>
<tr>
<td>RR UTL-2</td>
<td>In conjunction with the development of the GAIP projects, building plans and site improvement plans shall demonstrate compliance with applicable non-residential mandatory measures in the California Green Building Standards Code (CALGreen Code) and the County's Landscape Water Use Standards in a manner meeting the approval of the Manager, Building and Safety compliance prior to issuance of any building permit.</td>
<td>In conjunction with Site Plan Review</td>
<td>Manager, Building and Safety JWA Deputy Airport Director, Facilities Development or designee</td>
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19 CALGreen Appendix A4 contains the voluntary measures (Tier 1 and Tier 2) that were developed to provide a statewide method of enhancing green construction practiced beyond the Code’s minimum levels. It should be noted, although RR UTL-2 identifies compliance with the California Green Building Standards Code, the John Wayne Airport Climate Action Plan requires fixed based operators and vendors to meet stringent energy efficiency requirements equivalent of CalGreen Tier 1 and Envision Gold or higher for applicable components of GAIP facilities. This requirement is identified in the consistency evaluation with the CAP, provided in Table 4.4-10, item E-11 (included in Section 4.4, Greenhouse Gas Emissions).
### Mitigation Program

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<tr>
<th>Mitigation Program</th>
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<tbody>
<tr>
<td>RR UTL-3</td>
<td>In conjunction with Site Plan Review</td>
<td>Manager, Building and Safety JWA Deputy Airport Director, Facilities Development or designee</td>
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#### WATER QUALITY

| RR WQ-1 | If groundwater is encountered during ground disturbance activities at JWA, the contractor shall provide evidence to the County that it has applied for coverage under Order No. R8-2015-0004 for the disposal of acceptable construction dewatering discharges to the local storm drainage system, through the submission of a copy of the completed Notice of Intent for the project and Santa Ana Regional Water Quality Control Board’s (RWQCB’s) Discharge Authorization Letter. The contractor shall comply with the discharge prohibitions; conduct groundwater testing to show the discharge would not exceed the set effluent limitations and applicable surface water limitations, including the provision of needed facilities and systems of treatment and control to meet the limitations; and implement a monitoring and reporting program. If the proposed discharge is not eligible for coverage under this Order, an individual National Pollutant Discharge Elimination System (NPDES) permit shall be obtained. The contractor shall provide a copy of the NPDES permit to the Orange County Building and Safety Division and implement the conditions of approval during construction dewatering activities. |
|----------|-------------------------------------------------|---------------------------------------------------|----------------|
|          | In conjunction with Site Plan Review; Implementation during construction | Manager, Building and Safety JWA Deputy Airport Director, Facilities Development or designee |                |
### Mitigation Program

| SC WQ-1 | Prior to the issuance of any grading or building permits, the applicant shall submit for review and approval by the Manager, Building and Safety, a Water Quality Management Plan (WQMP) specifically identifying Best Management Practices (BMPs) that will be used on site to control predictable pollutant runoff. The applicant shall utilize the Orange County Drainage Area Management Plan (DAMP), Model WQMP, and Technical Guidance Manual for reference, and the County's WQMP template for submittal. This WQMP shall include the following:
| | | | |
| | Prior to issuance of grading or building permits | Manager, Building and Safety JWA Deputy Airport Director, Facilities Development or designee |
| | • Detailed site and project description | | |
| | • Potential storm water pollutants | | |
| | • Post-development drainage characteristics | | |
| | • Low Impact Development (LID) BMP selection and analysis | | |
| | • Hydromodification Control BMP selection and analysis | | |
| | • Structural and Non-Structural source control BMPs | | |
| | • Site design and drainage plan (BMP Exhibit) | | |
| | • Geographic Information Systems (GIS) coordinates for all LID and Treatment Control BMPs | | |
| | • Operation and Maintenance (O&M) Plan that (1) describes the long-term operation and maintenance requirements for BMPs identified in the BMP Exhibit; (2) identifies the entity that will be responsible for long-term operation and maintenance of the referenced BMPs; and (3) describes the mechanism for funding the long-term operation and maintenance of the referenced BMPs | | |
### Mitigation Program

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<tr>
<td>The BMP Exhibit from the approved WQMP shall be included as a sheet in all plan sets submitted for plan check, and all BMPs shall be depicted on these plans. Grading and building plans must be consistent with the approved BMP exhibit. (County Standard Condition WQ01)</td>
<td>Prior to the issuance of a certificate of use and occupancy</td>
<td>Manager, Orange County Inspection</td>
<td></td>
</tr>
<tr>
<td><strong>SC WQ-2</strong> Prior to the issuance of a certificate of use and occupancy, the applicant shall demonstrate compliance with the County’s NPDES Implementation Program in a manner meeting the satisfaction of the Manager, Orange County (OC) Inspection, including:</td>
<td></td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
<td></td>
</tr>
<tr>
<td>- Demonstrate that all structural Best Management Practices (BMPs) described in the BMP Exhibit from the project’s approved WQMP have been implemented, constructed, and installed in conformance with approved plans and specifications</td>
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<td>- Demonstrate that the applicant has complied with all non-structural BMPs described in the project’s WQMP</td>
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<td>- Submit for review and approval an Operations and Maintenance (O&amp;M) Plan for all structural BMPs (the O&amp;M Plan shall become an attachment to the WQMP)</td>
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<td>- Demonstrate that copies of the project’s approved WQMP (with attached O&amp;M Plan) are available for each of the initial occupants</td>
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<td>- Agree to pay for a Special Investigation from the County of Orange for a date twelve (12) months after the issuance of a Certificate of Use and Occupancy for the project to verify compliance with the approved WQMP and O&amp;M Plan</td>
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### Mitigation Program

- Demonstrate that the applicant has **RECORDED** one of the following:
  1. The covenants, conditions, and restrictions (CC&Rs) (that must include the approved WQMP and O&M Plan) for the project’s Home Owner’s Association
  2. A water quality implementation agreement that has the approved WQMP and O&M Plan attached
  3. The final approved Water Quality Management Plan (WQMP) and Operations and Maintenance (O&M) Plan (County Standard of Approval WQ02)

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<td>Manager, Permit Intake JWA Deputy Airport Director, Facilities Development or designee</td>
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<td>Prior to the issuance of any grading or building permits, the applicant shall demonstrate compliance with California’s General Permit for Stormwater Discharges Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number or other proof of filing in a manner meeting the satisfaction of the Manager, Permit Intake. Projects subject to this requirement shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). A copy of the current SWPPP shall be kept at the project site and be available for County review on request. (County Standard of Approval WQ04)</td>
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<td><strong>SC WQ-4</strong></td>
<td>Prior to issuance of grading or building permits</td>
<td>Manager, Permit Intake JWA Deputy Airport Director, Facilities Development or designee</td>
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<td>Prior to the issuance of any grading or building permit, the applicant shall submit an Erosion and Sediment Control Plan (ESCP) in a manner meeting approval of the Manager, Permit Intake, to demonstrate compliance with the County’s NPDES Implementation Program and state water quality regulations for</td>
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<td>Mitigation Program</td>
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<td>grading and construction activities. The ESCP shall identify how all construction materials, wastes, grading or demolition debris and stockpiles of soil, aggregates, soil amendments, and other on-site materials shall be properly covered, stored, and secured to prevent transport into local drainages or coastal waters by wind, rain, tracking, tidal erosion, or dispersion. The ESCP shall also describe how the applicant will ensure that all BMPs will be maintained during construction of any future public rights-of-way. The ESCP shall be updated as needed to address the changing circumstances of the project site. A copy of the current ESCP shall be kept at the project site and be available for County review on request. (County Standard of Approval WQ05)</td>
<td>Prior to issuance of building permits for any tank or pipeline</td>
<td>Manager, Permit Intake in consultation with the Orange County Fire Authority, the Orange County Health Care Agency and wastewater agencies</td>
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<tr>
<td>SC WQ-5 Prior to the issuance of building permits for any tank or pipeline, the uses of said tank or pipeline shall be identified, and the applicant shall submit a Chemical Management Plan in addition to a WQMP with all appropriate measures for chemical management (including, but not limited to, storage, emergency response, employee training, spill contingencies, and disposal) in a manner meeting the satisfaction of the Manager, Permit Intake, in consultation with the Orange County Fire Authority, the Orange County Health Care Agency and wastewater agencies, as appropriate, to ensure implementation of each agency’s respective requirements. A copy of the approved “Chemical Management Plans” shall be furnished to the Manager, OC Inspection, prior to the issuance of any Certificates of Use and Occupancy. (County Standard of Approval WQ06)</td>
<td>Prior to Certificates of Use and Occupancy</td>
<td>Manager, OC Inspection JWA Deputy Airport Director, Facilities Development or designee</td>
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<tr>
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<td><strong>SC WQ-6</strong></td>
<td>Prior to grading or building permit close-out and/or the issuance of a certificate of use and occupancy</td>
<td>Manager, OC Inspection</td>
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<td>For industrial facilities subject to California's General Permit for Stormwater Discharges Associated with Industrial Activity as defined by Standard Industrial Classification (SIC) Code.</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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<tr>
<td>Prior to grading or building permit close-out and/or the issuance of a certificate of use and occupancy, the applicant shall demonstrate that compliance with the permit has been obtained by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the notification of the issuance of a Waste Discharge Identification (WDID) Number or other proof of filing to the satisfaction of the Manager, OC Inspection.²⁰ (County Standard of Approval WQ07)</td>
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²⁰ Alternatively, the facility may provide documentation to be added to the Airport’s existing SWPPP and demonstrate the BMPs implemented by the facility meet the requirements of the Industrial General Permit.
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

May 7, 2019

WHEREAS, the County of Orange ("County") is the owner and operator of John Wayne Airport, Orange County ("JWA" or "Airport") and provides both general aviation and commercial air carrier facilities and services at the Airport; and

WHEREAS, beginning in 1923, the Airport began operating as a privately owned general aviation facility and first became a publicly owned facility in 1939; and

WHEREAS, general aviation services and facilities at JWA have not been comprehensively studied since 1990 and the character of general aviation has changed significantly since that time; and

WHEREAS, multiple factors supported conducting a comprehensive evaluation of general aviation facilities at this time, including, but not limited to, (1) the introduction of new aircraft into, and other changes within, the general aviation fleet; (2) the advanced age of some of JWA’s general aviation structures and resultant need for improvements; (3) the need to ensure compliance with Federal Aviation Administration ("FAA") requirements related to proximity of buildings and airfield roadways to taxiways and runways; and (4) the expiration of a number of general aviation-related long term leases; and

WHEREAS, in 2015, the Airport initiated a comprehensive study of general aviation facilities and services at JWA, began meetings with stakeholders and development of goals and objectives for the purpose of evaluating and planning for the future needs of the general aviation community at the Airport; and

WHEREAS, this comprehensive study was designated the General Aviation Improvement Program ("GAIP"); and

WHEREAS, the GAIP would be implemented in the area of the Airport currently utilized for general aviation and would serve to maximize the efficiency and safety of facilities; and

WHEREAS, an environmental impact report ("EIR") process, as defined by the California Environmental Quality Act ("CEQA") (California Public Resources Code, Sections 21000 et seq.) was initiated and a program level EIR was prepared pursuant to CEQA, the CEQA Guidelines, and the County’s Local CEQA Procedures Manual to address the potential environmental impacts associated with the GAIP; and

WHEREAS, this EIR was designated as Program EIR 627; and

WHEREAS, Program EIR 627 addressed a Proposed Project and Alternative 1 at an equal level of detail, and a reasonable range of alternatives, including Alternative 2, Alternative 3 and
the No Project Alternative; and

WHEREAS, Alternative 1, as designated in Program EIR 627, is hereinafter known as the “Project Proposed for Approval”; and

WHEREAS, in accordance with Section 15063 of the CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq.), the County prepared an Initial Study/Environmental Checklist (“Initial Study”) for the GAIP and distributed it, along with the Notice of Preparation (“NOP”), to responsible and interested agencies and key interest groups for comment during a thirty (30) day public review period from March 30, 2017 to May 1, 2017; and

WHEREAS, a public scoping meeting was held on April 12, 2017, to solicit input from interested parties on the content of the Program EIR for the GAIP; and

WHEREAS, on September 20, 2018, the County published the Notice of Availability of Draft Program EIR 627 (SCH No. 2017031072); and

WHEREAS, Draft Program EIR 627 was circulated for a forty-five (45) day public review period, but upon request was extended an additional fifteen (15) days, for a total review period of sixty (60) days to November 21, 2018; and

WHEREAS, during the public review period, a public meeting was held on September 26, 2018 to review the findings of the Draft Program EIR and solicit input from interested parties, and a transcript of this meeting is included in the Responses to Comments document; and

WHEREAS, the County prepared responses to all written and oral comments received during the public review period; and

WHEREAS, on April 8, 2019, copies of the Responses to Comments were sent via overnight mail to all commenting agencies, and on April 9, 2019, notices of the availability of the Responses to Comments were sent to all parties that submitted comments on the Draft Program EIR. On April 9, 2019, the Responses to Comments were also posted on the JWA website and a notice was published in The Orange County Register regarding the availability of the Responses to Comments and the date for the Board of Supervisors hearing; and

WHEREAS, on April 15, 2019, copies of the updated Responses to Comments were sent via overnight mail to all commenting agencies and the updated Responses to Comments were also posted on the JWA website to notify the public of the availability of an updated Responses to Comments Volume 2A and a change in the date for the Board of Supervisors hearing. Additionally, on April 18, 2019, notices of availability of the updated Responses to Comments were sent to all parties that submitted comments on the Draft Program EIR. On April 22, 2019, a notice was also published in The Orange County Register; and

WHEREAS, the Orange County Airport Commission held a special public meeting on April 17, 2019 to receive and consider public testimony with respect to the GAIP and continued
this Airport Commission special meeting to its regularly scheduled meeting of May 1, 2019; and

WHEREAS, on April 15, 2019, the County provided notice of the April 17, 2019 Airport Commission special meeting on the GAIP and Final Program EIR 627, in accordance with the Ralph M. Brown Act, Government Code Section 54956; and

WHEREAS, on April 15, 2019, the County provided to the Commission copies of the entire Agenda packet and other materials identified above for the April 17, 2019 Airport Commission special meeting; and

WHEREAS, on April 26, 2019 the County provided notice of the Airport Commission regularly scheduled meeting of May 1, 2019 on the GAIP and Final Program EIR 627, in accordance with the Ralph M. Brown Act, Government Code Section 54950, et seq.; and

WHEREAS, the Airport Commission has reviewed and considered all such materials for the GAIP and Final Program EIR 627, as identified above; and

WHEREAS, on May 1, 2019, the Orange County Airport Commission voted 3 - 1 to continue the GAIP agenda item for thirty (30) days for further discussion and consideration; and

WHEREAS, in accordance with Section 15132 of the State CEQA Guidelines, Final Program EIR 627 consists of:

a. Draft Program EIR 627 and all appendices, technical reports, survey reports, and site assessment reports to the extent applicable thereto;

b. Comments and responses to comments on Draft Program EIR 627, including a list of all persons, organizations, and public agencies commenting on the Draft Program EIR;

c. Proceedings of the public meeting held on the Draft Program EIR on September 26, 2018;

d. Transmittal package to the Orange County Airport Commission dated April 17, 2019 (and continued to May 1, 2019);

e. Minutes of the Orange County Airport Commission special meeting held April 17, 2019 and its regular meeting held May 1, 2019;

f. Transmittal package to the Board of Supervisors dated April 23, 2019;

g. Supplemental transmittal package to the Board of Supervisors dated May 2, 2019;

h. Proceedings of the Board of Supervisors meeting held on May 7, 2019;

i. Public testimony provided at the Board of Supervisors meeting held on May 7, 2019;

j. Board of Supervisors’ Resolutions relating to the GAIP Project Proposed for Approval and Final Program EIR 627, including all attachments thereto;

k. Any other written materials relevant to the Board’s compliance with CEQA or its decision on the merits of the Project Proposed for Approval, including any documents or portions thereof, that were released for public review, relied upon in the environmental documents prepared for the Project Proposed for Approval, or included in the County’s retained files for the Final Program EIR 627 or the Project Proposed for Approval;
1. All attachments and documents incorporated by reference identified in items a.
through k. above.

WHEREAS, Section 21081 of the Public Resources Code and Section 15091 of the State
CEQA Guidelines require that this Board make one or more of the following findings prior to
approving or carrying out a project for which an EIR has been prepared identifying one or more
significant effects of the project, together with a statement of facts in support of each finding:

(1) Changes or alterations have been required in, or incorporated into, the project which
avoid or substantially lessen the significant environmental effect as identified in the
EIR;
(2) Such changes or alterations are within the responsibility and jurisdiction of another
public agency and not the agency making the finding. Such changes have been
adopted by such other agency or can or should be adopted by such other agency.
(3) Specific economic, legal, social, technological or other considerations, including
provision of employment opportunities for highly trained workers, make infeasible
the mitigation measures or project alternatives identified in the final EIR.

WHEREAS, Section 15093(a) of the State CEQA Guidelines requires this Board to
balance the benefits of a proposed project against its unavoidable environmental risk in
determining whether to approve the project; and

WHEREAS, Section 15093(b) of the State CEQA Guidelines requires that, where the
decision of the Board allows the occurrence of significant effects which are identified in an EIR,
but are not at least substantially mitigated, the Board must state in writing the reasons to support
its action on the Final EIR or other information in the record; and

WHEREAS, Section 15097 of the State CEQA Guidelines requires that a mitigation
monitoring and reporting program ("MMRP") designed to ensure compliance with mitigation
measures imposed to avoid or substantially lessen the significant effects identified in Final
Program EIR 627 be prepared;

NOW, THEREFORE BE IT RESOLVED that the County of Orange, as the airport
proprietor of JWA:

1. Has reviewed and considered Final Program EIR 627 (State Clearinghouse No.
2017031072) as the Lead Agency under CEQA and finds that it is adequate, complete
and contains all information required by CEQA, the State CEQA Guidelines, and the
County Local CEQA Procedures Manual.
2. Has provided, and will continue to provide, Final Program EIR 627, on file with the
County of Orange John Wayne Airport, 3160 Airway Avenue, Costa Mesa, California
92626.
3. Finds that Final Program EIR 627 has identified all significant environmental effects
of the Project Proposed for Approval (referred to as Alternative 1 in the Final Program
EIR) and has analyzed a range of reasonable alternatives to the Project Proposed for
Approval, as set forth in the CEQA Findings, Facts in Support of the Findings, and
Statement of Overriding Considerations (“Findings”), which are incorporated by reference, made an express part of this Resolution and attached to this Resolution as “Exhibit A.”

4. Adopts the appropriate finding(s) set forth in Section 21081 of the Public Resources Code and Section 15091 of the State CEQA Guidelines with respect to each significant environmental effect identified in Final Program EIR 627, and each alternative considered in Final Program EIR 627, and the explanation of its reasoning with respect to each finding is set forth in the Findings.

5. Finds that although Final Program EIR 627 identifies certain significant environmental effects that may occur with implementation of the Project Proposed for Approval, all significant effects that feasibly can be mitigated or avoided have been reduced to an acceptable level by imposition of mitigation measures, all of which have been identified in Final Program EIR 627 and described in the attached Findings; and all of which are adopted by this Board to mitigate the environmental effects of the Project Proposed for Approval.

6. Finds that the unavoidably significant environmental effects of the Project Proposed for Approval, as identified in the attached Findings, have been lessened substantially in their severity by the imposition of mitigation measures identified in the attached Findings. This Board also finds that the remaining unavoidable significant environmental effects are outweighed by the economic, social, and other benefits of the Project Proposed for Approval, as set forth in the Statement of Overriding Considerations, as identified in the attached Findings.

7. Adopts the Statement of Overriding Considerations, as identified in the attached Findings, which supports and justifies approval of the Project Proposed for Approval notwithstanding certain unavoidably significant environmental effects that feasibly cannot be mitigated to below a level of significance.

8. Finds the MMRP, which is incorporated by reference, made an express part of the Resolution and attached to this Resolution as “Exhibit B,” establishes a mechanism and procedure for implementing and verifying the implementation of, and compliance with, the adopted mitigation measures pursuant to Public Resources Code Section 21081.6, and this Board adopts the Mitigation Monitoring and Reporting Program.

9. Finds that Final Program EIR 627 has described a reasonable range of alternatives to the Project Proposed for Approval that feasibly could obtain the basic objectives of the project (including the No Project Alternative), even when these alternatives might impede the attainment of project objectives and might be more costly.

10. Finds that there is substantial evidence in the record to support the conclusions and findings before this Board.

11. Finds that significant new information has not been added to Final Program EIR 627 since the circulation of the Draft Program EIR such that recirculation for additional public review is necessary pursuant to State CEQA Guidelines Section 15088.5. The Board further finds that no information has been presented showing new significant effects and that no feasible alternative that would clearly lessen the significant physical environmental effects identified in the Final Program EIR has been proposed and rejected by this Board.

12. Finds, based on Final Program EIR 627, that the Project Proposed for Approval will not involve removal of coastal sage scrub habitat, or result in a net loss in Reserve
System acreage or a net loss in sub-regional habitat values, and the Project Proposed for Approval will be implemented in accordance with the applicable provisions of the Central-Coastal Sub-regional NCCP/HCP and associated state and federal permits.

13. Finds that Final Program EIR 627 reflects the independent review and judgement of the County.

14. Finds that Final Program EIR 627 serves as adequate, complete, and appropriate environmental documentation for the Project Proposed for Approval.

15. Certifies Final Program EIR 627 as complete and adequate in that Final Program EIR 627 addresses all environmental effects of the Project Proposed for Approval and fully complies with the requirements of CEQA, the State CEQA Guidelines and the County’s local CEQA Procedures Manual.
EXHIBIT A

CEQA FINDINGS, FACTS IN SUPPORT OF FINDINGS, AND STATEMENT OF OVERRIDING CONSIDERATIONS FOR FINAL PROGRAM ENVIRONMENTAL IMPACT REPORT 627

ALTERNATIVE 1
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9.0 Statement of Overriding Considerations

9.1 Introduction

9.2 Overriding Considerations
1.0 INTRODUCTION

1.1 STATUTORY REQUIREMENTS FOR FINDINGS

The California Environmental Quality Act (“CEQA”) (California Public Resources Code, Section 21081) and the State CEQA Guidelines (“the Guidelines”) (California Code of Regulations, Title 14, Section 15091 and 15093) require that no public agency approve or carry out a project in which a certified Environmental Impact Report (“EIR”) identifies one or more significant effects of the project on the environment unless it (the public agency) makes one or more written findings for each significant effect, accompanied by a brief explanation of the rationale for each finding. Section 15091 of the Guidelines states the following:

a) No public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:

1) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR;

2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can or should be adopted by such other agency.

3) Specific economic, legal, social, technological or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

b) The findings required by subdivision (a) shall be supported by substantial evidence in the record.

c) The finding in subdivision (a)(2) shall not be made if the agency making the finding has concurrent jurisdiction with another agency to deal with identified feasible mitigation measures or alternatives. The finding in subdivision (a)(3) shall describe the specific reasons for rejecting identified mitigation measures and project alternatives.

d) When making the findings required in subdivision (a)(1), the agency shall also adopt a program for reporting on or monitoring the changes which it has either required in the project or made a condition of approval to avoid or substantially lessen significant environmental effects. These measures must be fully enforceable through permit conditions, agreements, or other measures.
e) The public agency shall specify the location and custodian of the documents or other materials which constitute the record of the proceedings upon which its decision is based.

f) A statement made pursuant to Section 15093 does not substitute for the findings required by this section.

Section 15093 of the Guidelines states the following:

a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological or other benefits, including region-wide or statewide environmental benefits of a proposed project, against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological or other benefits, including region-wide or statewide environmental benefits, or a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered “acceptable.”

b) When the lead agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the final EIR and/or other information in the record. The statement of overriding considerations shall be supported by substantial evidence in the record.

c) If an agency makes a statement of overriding considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination. This statement does not substitute for, and shall be in addition to, findings required pursuant to Section 15091.

In addition, CEQA requires a public agency to make a finding that the EIR reflects the public agency’s independent review and judgment. Therefore, in accordance with the provisions of CEQA and the Guidelines, the Orange County Board of Supervisors (“Board”), acting in its capacity as the CEQA lead agency and the proprietor of John Wayne Airport (“JWA” or “Airport”), expressly finds that Final EIR 627 (SCH No. 2017031072) for the John Wayne Airport General Aviation Improvement Program (“GAIP”) reflects the County’s independent review and judgment.

Final Program EIR 627 (or “Final Program EIR”) identifies significant or potentially significant environmental effects, prior to and after mitigation, which may occur as a result of the Board’s approval of the GAIP. In accordance with the provisions of CEQA and the Guidelines, the Board adopts these Findings as part of its certification of Final Program EIR 627.

1.2 ORGANIZATION/FORMAT OF FINDINGS

In compliance with the statutory requirements, the Findings are organized as follows:

1. Introduction to the CEQA Findings, Facts in Support of Findings, and Statement of Overriding Considerations for Final EIR 627.
2. An overview of background, including applicable regulations that must be considered in conjunction with the approval of the GAIP, including the Project Proposed for Approval.

3. Description of the GAIP and the Project Proposed for Approval, including an overview of the discretionary actions required for the Project approval and a statement of the Project Objectives.

4. Findings regarding the environmental impacts that were determined as a result of the Initial Study, Notice of Preparation ("NOP"), and consideration of comments received during the NOP comment period that were assessed as having no impact and did not receive further evaluation in the Draft Program EIR.

5. Findings regarding potentially significant effects identified in the Final Program EIR, which the County has determined would be less than significant with applicable standard conditions of approval, or regulatory requirements identified in the Draft Program EIR. This section includes environmental impacts that were initially identified as less than significant through the Initial Study process, but nonetheless were discussed and analyzed in the Draft Program EIR and confirmed in the Draft Program EIR to be less than significant.

6. Findings regarding potentially significant or significant effects identified in the Final Program EIR which the County has determined, with feasible mitigation measures identified in the Draft Program EIR, are less than significant.

7. Findings regarding significant effects identified in the Final Program EIR that cannot be feasibly mitigated to below the level of significance.

8. Findings regarding project alternatives.


Each category that discusses the environmental impacts of the Project Proposed for Approval, identifies the significance of the effects; applicable regulatory requirements, standard conditions of approval and mitigation measures relevant to the specific effects being considered; and the findings and facts in support of those findings.

To the extent relevant, the above-enumerated components of these Findings are accompanied by a discussion of significant effects, mitigation measures relevant to the specific effects being considered, findings, and facts in support of those findings.

1.3 RECORD OF PROCEEDINGS

For purposes of CEQA and these Findings of Fact, the Record of Proceedings for the Final Program EIR 627 consists of the following documents and other evidence, at a minimum:

a. Draft Program EIR 627 and Appendices A through I, technical reports, survey reports, and site assessment reports to the extent applicable, thereto;

b. Comments and Responses to Comments (Volumes 1A, 1B, 2A, and 2B) on Draft EIR Program 627, which includes a list of all persons, organizations, and public agencies commenting on the Draft Program EIR;
c. Proceedings of the public meeting held on the Draft Program EIR, on September 26, 2018, held at the JWA Administrative Offices;
d. Transmittal package to the Orange County Airport Commission dated April 17, 2019;
e. Minutes of the Orange County Airport Commission meeting held April 17, 2019 and continued to May 1, 2019;
f. Transmittal package to the Board of Supervisors for their April 23, 2019 meeting;
g. Supplemental transmittal package to the Board of Supervisors dated May 2, 2019;
h. Public testimony provided at the Board of Supervisors meeting held on May 7, 2019;
i. Board of Supervisors’ Resolutions Nos. 19-__ and 19-__ relating to the GAIP and Final Program EIR 627, including all attachments thereto;
j. The Mitigation Monitoring and Reporting Program.
k. The Agenda Staff Report prepared and resolutions adopted by the County of Orange in connection with the Project.
l. Matters of common knowledge to the County, including but not limited to federal, State, and local laws and regulations.
m. Any documents expressly cited in these Findings of Fact.
n. Any other relevant materials required to be in the record of proceedings by Section 21167.6(e) of the California Public Resources Code.
o. All attachments and documents incorporated by reference identified in items a. through n. above, including the non-privileged, retained files on the Project. All such Project documents and materials, and Record of Proceedings, listed and identified above are fully incorporated by reference into these Findings.

Location and Custodian of Documents

The documents and other materials that constitute the record of proceedings on which these Findings of Fact are based are at the Airport Administrative Office, located at 3160 Airway Avenue, Costa Mesa, California. The custodian for these documents is the County of Orange. Copies of the documents that constitute the record of proceedings are, and at all relevant times have been and will be, available upon request at the County of Orange. This information is provided in compliance with Section 21081.6(a)(2) of the California Public Resources Code and with the California Code of Regulations, Title 14, Chapter 3, Section 15091(e).

1.4 PROGRAM LEVEL EIR

Final Program EIR 627 was prepared as a Program EIR pursuant to CEQA and the Guidelines. Section 15165 of the State CEQA Guidelines states, “where individual projects are, or a phased project is, to be undertaken and where the total undertaking comprises a project with significant environmental effect, the Lead Agency shall prepare a single program EIR for the ultimate project as described in Section 15168.”
As a Program EIR, it is recognized that the GAIP would be implemented over a period of years. As such, subsequent activities would be examined in light of the Final Program EIR to determine whether additional CEQA documentation would be required pursuant to the requirements of Section 21166 of CEQA (i.e., California Public Resources Code, Section 21166) and Sections 15162 and 15168 of the State CEQA Guidelines for subsequent site development approvals.

1.5 ENVIRONMENTAL REVIEW AND PUBLIC PARTICIPATION

In conformance with CEQA and the State CEQA Guidelines, the County conducted an extensive environmental review of the Project. This process included an initial project scoping with outreach to agencies and the public for input on the issues to be evaluated in the Draft Program EIR; the public review of the Draft Program EIR; and preparation of Responses to Comments on all written comments received during the public review period for the Draft Program EIR. The following is an overview of the major milestones in the environmental review and public participation process:

- In accordance with Section 15063 of the State CEQA Guidelines, the County prepared an Initial Study/Environmental Checklist for the GAIP and distributed it along with the Notice of Preparation (“NOP”) to responsible and interested agencies and key interest groups. The NOP was distributed to 75 individuals and agencies for a 30-day review period beginning on March 30, 2017. In addition, email notices regarding the availability of the NOP on the JWA website were sent to all the lessees at the Airport, and the NOP was posted on the JWA website.

- A Scoping Meeting was held on April 12, 2017, from 6:00 to 8:00 PM at the JWA Administrative Office in the Airport Commission Meeting Room to facilitate agency and public review and comment on the NOP. Approximately 30 people attended the Scoping Meeting (28 people signed the sign-in sheet). A total of 13 comment letters were received during the 30-day NOP review period. The NOP, distribution list, and all comments received on the NOP have been included in Appendix A of the Draft Program EIR.

- In compliance with Section 15087 of the State CEQA Guidelines, the County of Orange circulated a Notice of Completion and copies of Draft Program EIR 627 (State Clearinghouse No. 2017031072) to the State Clearinghouse, responsible and trustee agencies, local agencies, and any other interested parties for a 45-day public review period. The public review period began on September 20, 2018, and was noticed as ending November 6, 2018. The Draft Program EIR consists of the following elements:

  o Draft Program EIR 627
  o Appendix A: NOP, Comments, and Handouts
  o Appendix B: General Aviation Opportunities Facilities Layout Report
  o Appendix C: General Aviation Forecasting and Analysis Technical Report
  o Appendix D: Orange County/John Wayne Airport (JWA) General Aviation Improvement Program (GAIP) Based Aircraft Parking—Capacity Analysis and General Aviation Constrained Forecasts
  o Appendix E: Air Quality Technical Report
A Notice of Availability of the Draft Program EIR and for the September 26, 2018 public meeting was published in The Orange County Register, on September 20, 2018, as well as posted on the John Wayne Airport website. Notices were also sent (via U.S. mail or email, dependent on the contact information provided) to attendees of the public scoping meeting or parties that had requested the Airport add their contact information to the mailing list. A total of 756 notices were sent to various agencies, elected officials, organizations, businesses, and individuals.

Copies of the Draft Program EIR, supporting technical appendices, and cited or referenced studies or reports were made available for review at the JWA Administrative Offices located at 3160 Airway Avenue in Costa Mesa, California 92626. The Draft Program EIR and technical appendices were also available online at www.ocair.com/DEIR627 and at 11 local branch libraries.

A public meeting was held on September 26, 2018 at the JWA Administrative Offices in Costa Mesa. The presentation at the public meeting provided an overview of the GAIP and the findings of the Draft Program EIR. The public was also given an opportunity to provide input on the Draft Program EIR and to ask questions about the Project. Eight individuals provided public comments at the meeting during the public comment period of the meeting; however, additional comments were made during the public presentation portion of the meeting. A transcript of the public meeting was prepared and is included in Volume 1B, of the Responses to Comments of the Final Program EIR.

Prior to the end of the public review period, the County received requests for a time extension. The County extended the review period until November 21, 2018, resulting in a 60-day public review period. In conjunction with the time extension, the County of
Orange sent letters on November 1, 2018 to all the original recipients of the Draft Program EIR and the Notice of Availability to inform them of the time extension. In addition, a notice of time extension was published in the Orange County Register. The notice was also posted on the JWA website.

- A total of 288 comment letters/cards/e-mails were received during the 60-day review period. Of these, 150 letters were a standardized form letter. Additionally, a number of the commenters submitted the same set of comments more than once or in multiple formats (i.e., electronically and hard copy). In addition, 28 comment letters/cards/e-mails were received after the end of the public review period, 10 of which are the standardized form letter, and one comment letter was sent to a member of the Board of Supervisors. Although the County is not required to respond to late comments, written responses to these comments have been prepared and are included in the Responses to Comments.

- As required by Section 15132(d) of the CEQA Guidelines, the Final Program EIR responds to comments regarding “significant environmental points raised in the review and consultation process”. Many of the comments received do not identify any environmental issues or questions on the adequacy of the Draft Program EIR; therefore, pursuant to CEQA, no response is required. However, as part of these Responses to Comments, information is provided to enhance the commenters’ understanding of the GAIP. The majority of this information is contained in the Draft Program EIR.

- The Responses to Comments component of the Final Program EIR provides additional information in responses to comments and questions from agencies and the public. This additional information does not constitute significant new information requiring recirculation but rather, the additional information merely clarifies, amplifies, or makes minor modifications in an adequate Draft Program EIR. The Board of Supervisors finds that this additional information does not constitute significant new information requiring recirculation but rather, that the additional information merely clarifies, amplifies, or makes insignificant modifications in an adequate EIR. Specifically, the Board of Supervisors finds that the additional information (including the changes described above), does not show that any of the following would occur:

  1. A new significant environmental impact would result from implementation of the Project or from a new mitigation measure proposed to be implemented.
  2. A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.
  3. A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the Project, but the Project's proponents decline to adopt it.
  4. The Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

In summary, the Board of Supervisors hereby finds that no significant new information has been added to the Final EIR since public notice was given of the availability of the Draft EIR that would require recirculation of the EIR.
- In keeping with the requirements of Section 21092.5 of CEQA, which requires the Lead Agency to provide a copy of the written response to each public agency that commented on the Draft Program EIR, the County of Orange provided an electronic copy of the Responses to Comments to the public agencies that commented. In addition, the County sent a notification of the availability of the Responses to Comments to all parties that commented on the Draft Program EIR. The notice also provided detail on the hearing dates before the Orange County Airport Commission and the Board of Supervisors. The notices were sent at least ten days prior to the Board of Supervisors certifying the Final Program EIR. The Responses to Comments, which becomes part of the Final Program EIR, was released on April 9, 2019 and posted on the Airport’s website. The notice was also published in The Orange County Register on April 9, 2019.

- An updated Volume 2A was posted to the Airport’s website on April 15, 2019 to include the Health Risk Assessment (HRA), which was an attachment inadvertently missing in the original document. Copies of the updated Responses to Comments were also sent via overnight mail to all commenting agencies, which were received on April 16, 2019. Notices were sent on April 18, 2019 to all parties that submitted comments on the Draft Program EIR to notify the public of the availability of an updated Responses to Comments Volume 2A and a change in the date for the Board of Supervisors hearing.

- A notice was published in The Orange County Register on Monday, April 22, 2019 regarding the availability of an updated Responses to Comments Volume 2A and a change in the date for the Board of Supervisors hearing.

- The Orange County Airport Commission held a special meeting on April 17, 2019, which was continued to its regularly scheduled meeting of May 1, 2019. There was an opportunity for the public to address the Commission and provide public testimony at each of these meetings.

- This item appeared on the agenda for the April 23, 2019 and May 7, 2019 meetings of the Orange County Board of Supervisors, in the Board Chambers at 333 West Santa Ana Boulevard in Santa Ana, California. A notice of time, place, and purpose of the aforesaid meeting was provided in accordance with CEQA and the County’s noticing requirements.

### 1.6 Mitigation Monitoring and Reporting Program

As required by Public Resources Code Section 21081.6, the Board, in adopting these findings, also adopts the Mitigation Monitoring and Reporting Program (“MMRP”) developed for the GAIP. The MMRP complies with the requirements to identify the method by which the adopted measure will be implemented; the responsible party for verifying the measure has been satisfactorily completed; the method of verification; and the appropriate time or phase for the implementation of each mitigation measure. The MMRP is designed to ensure that, during implementation of the GAIP, the County and other responsible parties will comply with the adopted mitigation measures, summarized below.

The MMRP, which is provided as Exhibit B to the Resolution, incorporates all components of the Mitigation Program identified in the Final Program EIR 627. The Mitigation Program identified in Final Program EIR 627 includes both mitigation measures (“MM”) and minimization measures (“MN”). A mitigation measure is a Project-specific measure that has been developed to reduce a
potentially significant impact. A minimization measure is a condition proposed to reduce an adverse effect of the Project even when that effect does not result in a significant impact. As such minimization measures go beyond the requirements of CEQA. In addition, to facilitate tracking the MMRP includes the regulatory requirements and standard conditions of approval, which are also identified in the Final Program EIR. The regulatory requirements are based on local, State, or federal regulations or laws that are frequently required independently of CEQA review and also serve to offset or prevent specific impacts. The standard conditions of approval are taken from the County of Orange adopted Standard Conditions of Approval. These are conditions frequently required independently of CEQA review that serve to offset or prevent specific impacts; however, there is not a formally adopted regulation.

Recognizing this is a Program EIR, certain details of the Project design are unknown at this time. During subsequent levels of approval, the County will have the discretion to substitute a different, environmentally equivalent, measure that would result in the same or superior effect on the environment as those described in this Program EIR. It should also be noted, additional mitigation measures and requirements may also be required in association with approval of subsequent levels of planning in accordance with the law.
2.0  **PROJECT LOCATION AND BACKGROUND**

2.1  **PROJECT LOCATION**

The GAIP would be implemented at JWA, which is within an unincorporated area of Orange County and a portion within the City of Costa Mesa boundary. Although the Airport encompasses approximately 504 acres, the aviation activities at JWA are located on approximately 400 acres. Aviation activities are located south of Interstate ("I") 405, north of State Route ("SR") 73, west of MacArthur Boulevard, and east of Airway Avenue. The Airport area is surrounded by the cities of Newport Beach, Irvine, and Costa Mesa, as well as several unincorporated County islands.

Permanent improvements associated with the GAIP will be located on both sides of the runways in the area currently used for general aviation activities (i.e., south of the Airport Way on the east side and south of Paularino Avenue on the west side of the Airport). Construction staging/laydown areas are identified on Airport property located in the southwest quadrant of Bristol Street and Irvine Avenue and in a portion of the long-term parking lot located north of I-405 and south of Main Street.

2.2  **PROJECT BACKGROUND**

From 1923 to 1939, the Airport operated as a privately owned general aviation facility. JWA became a publicly owned facility in 1939. After serving as a military base during World War II, it was returned by the federal government to the County. A passenger terminal was built in 1967 but was demolished in 1994 after a new terminal and parking structure facilities opened in 1990. Through all of the improvements, the County remained committed to maintaining both general aviation and commercial aviation uses.

In 2016, general aviation accounted for the majority of JWA's total aircraft operations (takeoffs and landings). The level of general aviation at the Airport has varied over the years with a high of 503,829 operations in 1991 and a low of 174,726 in 2013. However, general aviation has consistently represented the majority of operations at the Airport. In 2016, there were 192,800 general aviation operations, which represents nearly 67 percent of the Airport's total number of operations (JWA 2017a). Although general aviation accounts for the majority of JWA's total aircraft operations, over the past approximately 25 years, there has been an overall decline (~19.2 percent) in general aviation aircraft based at JWA (JWA 2017b).

Historical general aviation trends have shown a consistent decline in single-engine aircraft since 1980 at the Airport. Multi-engine piston aircraft experienced a sharp decline in the early 1990s and have continued to decrease, although at a slower rate; turbine-powered aircraft (turbo prop and jet) experienced variable growth at the Airport. Business jet operations steadily increased from 2003 to 2006, where it tapered to around 25,000 in annual operations and has remained relatively stable since then (AECOM 2018). Although the Project Proposed for Approval would reduce the number of general aviation aircraft based at JWA and the total number of general aviation operations, the majority of the flights at the Airport would continue to be general aviation operations. Additionally, the physical area at the Airport dedicated to general aviation would remain unchanged.
A number of factors led to the proposed comprehensive update of JWA's general aviation facilities. General aviation services and facilities at the Airport have not been comprehensively studied since 1990; and the character of general aviation has changed significantly since that time including, but not limited to (1) the introduction of new aircraft into, and other changes within, the general aviation fleet; (2) the advanced age of some of JWA's general aviation structures and resultant need for improvements; (3) the need to ensure compliance with FAA requirements related to proximity of buildings to taxiways and runways; and (4) the fact that a number of general aviation-related long-term leases have expired or are nearing expiration.

JWA is the home base for more than 480 private general aviation aircraft including helicopters and single-engine, multi-engine, and turbine aircraft. Currently, JWA has two full-service Fixed Based Operators (“FBOs”) (Atlantic Aviation and ACI Jet) and two limited service FBOs (Martin Aviation and Jay’s Aircraft Maintenance). The full service FBOs provide aircraft fueling services, supplies, aircraft maintenance, flying lessons, and other services at the Airport. The Airport is also home to three flight schools (Sunrise Aviation, Orange County Flight Center, and Revolution Aviation). In addition to 379 general aviation tie-down/hangar spaces leased by the County, tie-down and hangar spaces are also provided by FBOs and other leaseholders at the Airport.

As part of its ongoing efforts to operate JWA in a manner sensitive to the residents who live under the approach and departure corridors, the County of Orange has established a sophisticated Airport Noise Monitoring System (“ANMS”), which monitors aircraft noise levels and obtains accurate data regarding aircraft flight tracks and fleet mix. The noise levels of all commercial aircraft operations and many general aviation operations are recorded at 10 permanent noise monitoring stations (“NMS”) around the Airport as part of the ANMS. Three of the NMS are located in Santa Ana Heights (1S, 2S, and 3S), which has been annexed by the City of Newport Beach; four are located in the City of Newport Beach (4S, 5S, 6S, and 7S), one is located in Irvine (8N), one is located in Santa Ana (9N), and one is located in Tustin (10N).

2.3 APPLICABLE REGULATORY REQUIREMENTS AND PROGRAMS

2.3.1 AIRPORT NOISE AND CAPACITY ACT OF 1990

A key federal regulation governing the operation of airports is the Airport Noise and Capacity Act of 1990 (“ANCA;” 49 U.S.C. Section 47521 et seq.). In the legislative findings, the U.S. Congress explained that “aviation noise management is crucial to the continued increase in airport capacity” because “community noise concerns have led to uncoordinated and inconsistent restrictions on aviation that could impede the national air transportation system.” (49 United States Code [U.S.C.] Section 47521(1)-(2).) Therefore, the U.S. Congress emphasized that a “noise policy must be carried out at the national level.” (49 U.S.C. Section 47521(3).) As a general matter, ANCA precludes the local imposition of noise and access restrictions that are not otherwise in accordance with the national noise policy.

A limited set of exemptions to the requirements of ANCA were provided upon ANCA’s enactment. ANCA’s limitations do not apply to JWA’s existing curfew for commercial carrier operations, limitations on the number of annual passengers, number of average daily departures, or similar existing limitations because the 1985 Settlement Agreement, as amended, is “an
intergovernmental agreement including an airport noise or access restriction in effect on November 5, 1990” (49 U.S.C. Section 47524(d)(3)). That being said, the exemptions do not extend to general aviation. The County, as the Airport proprietor is not allowed to place a cap on the number of general aviation operations at the Airport, without complying with the requirements of ANCA, including under most circumstances, prior FAA approval. Operational restrictions like those established in the JWA 1985 Settlement Agreement and enforced through the JWA Phase 2 Commercial Airline Access Plan and Regulation (“Access Plan”) and the General Aviation Noise Ordinance are permitted only when an airport proprietor meets six specific and extremely difficult statutory criteria and receives approval from the Secretary of Transportation. Since the implementation of ANCA, no airport has successfully completed this review and approval process.

2.3.2 JWA PHASE 2 COMMERCIAL AIRLINE ACCESS PLAN AND REGULATION

The County’s Phase 2 Commercial Airline Access Plan and Regulation, also known as the Access Plan, provides definitions that must be used to determine whether an operation and/or operator at the Airport is “Regularly Scheduled Air Service” and/or a “Regularly Scheduled Commercial User” (see, Access Plan, Sections 2.39 and 2.40, respectively).

Section 2.39 defines “Regularly Scheduled Air Service” to include “… all operations conducted by a Regularly Scheduled Commercial User at JWA.” Operations which qualify under these definitional terms must comply with the regulations set forth in the Access Plan, including, but not limited to, the Million Annual Passenger (“MAP”) limitation at the Airport, which is provided in Section 2.26 of the Access Plan.

Section 2.40 defines “Regularly Scheduled Commercial User” as “…any person conducting aircraft operations at JWA for the purpose of carrying passengers, freight, or cargo where such operations: (i) are operated in support of, advertised, or otherwise made available to members of the public by any means for commercial air transportation purposes, and members of the public may travel or ship Commercial Cargo on the flights; (ii) the flights are scheduled to occur, or are represented as occurring (or available) at specified times and days; and (iii) the person conducts, or proposes to operate, departures at JWA at a frequency greater than two (2) times per week during any consecutive three (3) week period.”

General aviation operations, which do not fall within the definitional provisions of a “Regularly Scheduled Commercial User” or “Regularly Scheduled Air Service” set forth in Section 2.39 or 2.40 of the Access Plan must adhere to the regulations set forth in the General Aviation Noise Ordinance (“GANO”). There are no operational limitations placed on general aviation operations or general aviation passenger totals at the Airport. To the extent that general aviation charter operations fall within the definition of Section 2.39, they would need to comply with the

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1 In adopting the 1985 Master Plan and as mitigation under EIR 508, the County adopted, modified, or left intact various operational restrictions for JWA, including limits on operations during certain nighttime hours, maximum permitted single-event noise levels at defined noise monitoring station locations, limitations on the number of average daily departures by commercial airplane operators, and various other restrictions.
provisions of the Access Plan, including the limitation on the number of passengers (i.e., the million annual passenger cap in the 2014 Settlement Agreement Amendment).

2.3.3 GENERAL AVIATION NOISE ORDINANCE

The County's General Aviation Noise Ordinance ("GANO")\(^2\) establishes limitations on the maximum single event noise levels, which are applicable to both commercial and general aviation operations and noise restrictions applicable to nighttime operations (i.e., a curfew). The principal policy objective of the GANO is to exclude from operations at JWA general aviation aircraft which generate noise levels greater than the noise levels permitted for aircraft used by commercial air carriers.

The Airport maintains 10 permanent noise monitoring stations ("NMS") located to the north and south of the Airport. The GANO specifies noise limits at each NMS that vary by time of day. Compliance with the GANO is mandatory unless deviations are made necessary by air traffic control instructions, weather, a medical or in-flight emergency, or other safety considerations.

Generally, general aviation operations are permitted 24 hours a day, subject to daytime and nighttime noise limits. However, the curfew prohibits all regularly scheduled commercial operations and general aviation operations exceeding 86 dB SENEL at specified noise-monitoring terminals from taking off between the hours of 10:00 PM and 7:00 AM (8:00 AM on Sundays) and from landing between 11:00 PM and 7:00 AM (8:00 AM on Sundays). These local proprietor restrictions were adopted prior to the passage of the ANCA. Therefore, these restrictions are "grandfathered" under the terms of that statute and its implementing regulations.

2.3.4 SOUND ATTENUATION PROGRAMS

The Airport has adopted two noise attenuation programs. The Santa Ana Heights Acoustical Insulation Program ("AIP") was extensively implemented at JWA as a mitigation measure for the 1985 Master Plan EIR. AIP eligibility was based on the future 65 dB-Community Noise Equivalent Level ("CNEL") contour predicted in the 1985 Master Plan. Sound insulation was provided for 71 percent of the eligible residences (427 residences) in the AIP area. Of those not insulated, five residences were found to already have sufficient insulation to reduce interior noise levels to less than 45 CNEL. Avigation easements were acquired from the property owners for 16 residences. Seventy six (76) dwelling units were found to be non-conforming uses located in an area zoned for business park uses; prescriptive avigation easements were acquired for these residences. Of the 78 remaining residences that were not insulated, 19 homeowners declined the offer, and 59 homeowners did not respond despite a good faith effort to contact them. As noted, this program has been deemed complete.

A second Sound Insulation Program ("SIP") was adopted in conjunction with the 2014 Settlement Agreement Amendment. The program, adopted with the certification of Final EIR 617, provides a monitoring program to compare future noise levels to those of the 2013 Annual Noise Report. For properties in the County jurisdiction, if the noise levels have increased

\(^2\) Orange County Municipal Code Article 3 Section 2-1-30.
by 1.5 dB or more, over the 2013 levels at NMS 1S, 2S, and 3S, all noise-sensitive uses represented by that NMS not previously insulated under the 1985 AIP, will be eligible for evaluation for participation in the SIP. For properties in the City of Newport Beach, an increase of 1.0 dB has been established for evaluating eligibility.

When it is determined that a noise-sensitive use is significantly impacted based on measured noise levels and the relevant significance thresholds, that use will be evaluated by the County of Orange for eligibility for sound insulation. The evaluation will be performed by measuring the indoor noise levels for each habitable room or educational space. If the average noise level in all habitable rooms or education spaces of a use is greater than an average of 45 CNEL, then the use will be eligible for sound insulation. Additionally, if the average noise level is less than 45 CNEL, any use with a noise level greater than an average of 45 CNEL in any habitable room or educational space also will be eligible for sound insulation if the FAA waives its requirement that noise levels be averaged across all habitable rooms or education spaces. The implementation of sound insulation will depend on satisfying the FAA criteria described in Chapter 812 of Order 5100.38C Airport Improvement Program Handbook.

This program has not been initiated because to date an increase in noise levels sufficient to require implementation of the SIP has not occurred. It should also be noted that the analysis in Final EIR 617 assumed a continuation of the 2013 fleet mix. Improvements in aircraft may reduce the projected noise levels.
3.0 PROJECT DESCRIPTION

3.1 DESCRIPTION OF THE PROJECT PROPOSED FOR APPROVAL

The Project Proposed for Approval is the GAIP, which is intended to provide the framework for general aviation improvements at the Airport by conducting a comprehensive evaluation of the general aviation facilities. By providing a concept that maximizes the efficiency and safety of facilities, the Airport will be able to prioritize future improvements, and the GAIP can be the basis for the review of potential future improvements proposed either by the County or by FBOs and other tenants as part of the leases at the Airport. The intent of the GAIP is not to eliminate any of the FBO services currently provided at the Airport, but rather allow more efficient operations that can better serve the long-term demand at the Airport.

The precise size and configuration of the improvements will be determined at the implementation phase of the GAIP and further project specific environmental review would be required. To provide for an environmental worst-case assessment, the concepts presented in Final Program EIR 627 for the Proposed Project and the alternatives, other than Alternative 3 and the No Project Alternative, generally represent the maximum amount of development for the various leaseholds.

For purpose of these Findings, the improvements identified as Alternative 1 in Final Program EIR 627 have been identified as the Project Proposed for Approval. General aviation at the Airport would continue to serve fixed wing piston aircraft (single-and multi-engine), fixed wing turbine aircraft (turboprop and turbojet); and helicopters. The Project Proposed for Approval would reduce the capacity for based aircraft by approximately 40 percent, compared to Baseline (2016) and 26 percent compared to the number of based aircraft at the Airport in the Baseline condition. The Project Proposed for Approval would provide facilities to serve an increase in the number of general aviation jets.

The Project Proposed for Approval includes the following key design elements:

- Three Full Service FBOs—two on the east side of the Airport and one on the west side of the Airport, each with hangars and based aircraft located on the apron;
- Provisions for an optional general aviation terminal and General Aviation Facility (“GAF”) that would be constructed at one of the Full Service FBO locations but would be accessible to all general aviation users;
- One Limited Service FBO, in addition to the Martin Aviation Limited Service FBO, for a total of two Limited Service FBOs;
- Correction of four existing non-standard design features (relocation of the perimeter road on east and west side of the airfield because they are within the Object Free Area

3 A GAF is a general aviation aircraft screening facility for Customs and Border Protection, Department of Homeland Security, for international general aviation arrivals.
4 Martin Aviation is not included in the GAIP because the lease extends to 2036, which is beyond the horizon year of the program.
[“OFA”] of Taxiways A and B, respectively; removal of two community hangars from the existing Full Service Southeast FBO to comply with FAA height restrictions; and removal of 31 transient aircraft apron parking areas at the southeast portion of the Airport currently in the OFA for the approach to Runway 2L;

- Facilities to serve the Orange County Sherriff’s Department (“OCSD”) (hangar and tie-downs for OCSD helicopters);
- Flight schools, with aircraft parking on the apron;
- Capacity for approximately 356 based aircraft located in box hangars, community hangars, T-hangars, tie-downs and FBO apron spaces;
- Forecasted 168,600 annual aircraft operations (an operation is defined as either a takeoff or landing, each counting as one operation);
- Vehicle parking to accommodate the various uses, including a possible shared parking structure on the east side for the two Full Service FBOs;
- A self-service aircraft fueling station and aircraft wash rack;
- A potential left turn-lane on Campus Drive to provide access to the east side Full Service FBOs; and
- Redesign of the Campus Drive and Quail Street access point to allow both ingress and egress (right-in and right-out) at the intersection. The redesign would require the security entrance gate to be moved further from the Campus Drive. The curb line would remain the same as existing conditions.

The construction of the improvements would be phased to minimize disruption to Airport operations and reduce the need to temporarily relocate based aircraft to other airports in the region. The phasing would require temporary relocation of uses while each area on the Airport is under construction. Construction is anticipated to take more than seven years to complete.

### 3.2 Project Objectives

Consistent with the requirements of CEQA, project objectives were developed to aid in the selection process by providing a standard against which to measure Project alternatives. The following objectives have been identified for the GAIP:

- To enhance safe and secure operations
- To utilize limited land area efficiently and economically
- To enhance compatibility between general and commercial aviation operations
- To embrace flexibility to allow for technological advances and market trends
- To maximize economic, self-sustaining, revenue producing facilities
- To assess the ability of existing infrastructure to support general aviation facilities

The Project Proposed for Approval would be able to fully meet all of the Project Objectives. The Project Proposed for Approval is fully able to meet Objective 1. The Project Proposed for
Approval would eliminate four non-standard design features at the Airport; therefore, it would enhance the safe and secure operations at the Airport (Objective 1). The Project Proposed for Approval would also fully meet Objectives 2, 3, 5, and 6. As discussed in Section 5.5 of the Final Program EIR, the Project Proposed for Approval fulfills Objectives 2 and 5 because this scenario would provide the size and type of facilities that would be responsive to market trends and would fully utilize the facilities at the Airport. By providing facilities that would be fully utilized, it would enhance the County’s ability to maximize the area that would support revenue-producing facilities. Similarly, the Project Proposed for Approval would also fully meet Objective 3. The Project Proposed for Approval would eliminate the non-standard features and would minimize the need to tow aircraft across the runway because the FBO sites would be consolidated. The Project Proposed for Approval would fully meet Objective 6 because the sizing of the proposed improvements would not exceed the capacity or conflict with the infrastructure that is in place to support the general aviation activities at the Airport.

The Project Proposed for Approval was identified as fulling meeting Objective 4 because it maximizes the number of community hangars, which by design provide the greatest flexibility. This enhances flexibility and the ability to meet market trends compared to existing conditions.

3.3 PROJECT APPROVALS

The County of Orange, as the lead agency, is responsible for discretionary actions as a part of Project approval and implementation. The anticipated discretionary approvals are as follows:

- Certification by the Board of Supervisors of the Final Program EIR 627, which evaluates the environmental impacts resulting from the Project, in accordance with the California Environmental Quality Act of 1970 ("CEQA"), as amended (California Public Resources Code, Sections 21000 et seq.) and the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq.).

- Selection by the Board of Supervisors of the GAIP Project Proposed for Approval.

As a Program EIR, it is recognized that the GAIP would be implemented over a period of years. As such, subsequent activities that may be examined in light of the Final Program EIR 627 to determine whether additional CEQA documentation would be required pursuant to the requirements of Section 21166 of CEQA (i.e., California Public Resources Code, Section 21166) and Sections 15162 and 15168 of the State CEQA Guidelines for subsequent site development approvals, include:

- Approval by the Orange County Board of Supervisors of real property and license agreements such as leases
- Approval of development design and construction plans and issuance of building permits by Orange County Public Works
- Issuance of permits by the Orange County Health Care Agency for the self-serve fueling station

The Final Program EIR may also provide environmental information to responsible agencies and other public agencies that may be required to grant approvals and permits or coordinate with
the County as a part of GAIP implementation. These agencies include, but may not be limited to, those listed below.

- **City of Newport Beach.** Issuance of encroachment permits for work in City right-of-way on Campus Drive for construction of the left-turn lane providing access to the east side full service FBOs.

- **City of Costa Mesa.** Issuance of use permits and City Fire Department approvals associated with improvements on the Southwest Limited Service FBO and Full Service Northwest FBO.

- **Orange County Fire Authority.** Issuance of permits for installation of the self-serve fueling station.

- **South Coast Air Quality Management District.** Issuance of permits, including provisions in Rule 201 (Permit to Construct); Rule 203 (Permit to Operate), and Rule 1401 (New Source Review of Toxic Air Contaminants), would be applicable for the self-serve fueling station.

Additionally, federal approvals would be required prior to implementation of the Project Proposed for Approval. An FAA-approved Airport Layout Plan (“ALP”), showing the location of existing and planned development would be required. All improvements would be required to comply with the applicable FAA design requirements and FAA approval would also be required for improvements on the airfield portion of the Airport. If a GAF is constructed, as provided for in the Project Proposed for Approval, it would need approvals from Customs and Border Protection (“CBP”) and comply with applicable CBP design requirements. Federal approvals would require compliance with the requirements of the National Environmental Policy Act (“NEPA”).
4.0 **Effects Determined to Have No Impact or Less Than Significant Impact and Not Evaluated in the Environmental Impact Report**

State CEQA Guidelines Section 15091 does not require specific findings to address environmental effects that an EIR evaluates and identifies as “no impact” or a “less than significant” impact. Nevertheless, these Findings of Fact fully account for all environmental categories, including environmental categories that were analyzed and determined to have either no impact or a less than significant impact on the environment. In accordance with Section 15128 of the State CEQA Guidelines, the following identifies the areas on the Initial Study checklist (circulated as part of the NOP) where it was assessed that the GAIP would have “no impact” or “less than significant impact” and the reasons supporting this assessment. The Board hereby finds that the Project Proposed for Approval would either have no impact or a less than significant impact without the implementation of mitigation measures in the following resource areas:

- **Aesthetics:** JWA is located in an urbanized area of the County with no scenic resources on or adjacent to the Airport. All GAIP modifications would be located within the Airport boundaries. Therefore, no impacts to a scenic vista or scenic highway would occur (Environmental Checklist question 1[a]). There are no designated or eligible State or local scenic highways within the vicinity of the Airport. There are also no historic buildings adjacent to the Airport site (Environmental Checklist question 1[b]).

- **Agriculture and Forestry Resources:** The GAIP would not result in any impacts to farmlands listed as “Prime,” “Unique,” or of “Statewide Importance” based on the 2014 Orange County Important Farmland Map prepared by the California Department of Conservation (Environmental Checklist question 2[a]). The Project would not result in pressures to convert farmlands to other uses, and the Project site is not within a Williamson Act contract (Environmental Checklist question 2[b]). No part of the GAIP site or adjacent areas is zoned forest land, timberland, or timberland zoned for Timberland Production, nor would the GAIP result in the loss of forest land or conversion to non-forest use (Environmental Checklist questions 2[c] through 2[e]).

- **Air Quality (odors):** The GAIP does not propose any land uses or modification to operations that would result in the creation of odors. The existing operations at the Airport involve minor odor-generating activities such as airplane exhaust; however, these types of odors are typical of an airport and would not create an odor nuisance pursuant to South Coast Air Quality Management District’s (“SCAQMD’s”) Rule 402 or extend beyond the limits of the Airport (Environmental Checklist question 3[e]).

- **Biological Resources:** The GAIP would not result in any direct habitat removal or modification to habitat that supports candidate, sensitive, or special status species listed by the California Department of Fish and Wildlife and/or the U.S. Fish and Wildlife Services (Environmental Checklist questions 4[a] and 4[b]). No designated wetlands or jurisdictional waters are located on the Airport property. The GAIP would also not result in indirect impacts to downstream resources because the GAIP would not change the water
characteristics or discharge points for flows leaving the Airport (Environmental Checklist question 4[c]). The GAIP would not interfere with the movement of any native resident or migratory wildlife species or impede the use of native wildlife nursery sites, as the GAIP does not adversely affect any waters supporting marine life and does not alter the existing Wildlife Hazard Management Plan ("WHMP") or introduce other elements that would increase the potential for aircraft collisions with migratory birds (Environmental Checklist question 4[d]). The GAIP would not result in removal of trees; thus, the GAIP would not conflict with a tree preservation policy and would not impact nesting birds through removal of vegetation (Environmental Checklist question 4[e]). The GAIP would not interfere with the goals of the Natural Community Conservation Plan/Habitat Conservation Plan ("NCCP/HCP") because it does not substantially impact habitat, species, or uses of the Upper Newport Bay Ecological Reserve. The GAIP would not substantially change the noise or other characteristics that would have the potential to jeopardize local populations of wildlife species and other target species covered under the NCCP/HCP or designated sensitive habitats (Environmental Checklist question 4[f]).

- **Geology and Soils:** No earthquake faults are identified on the GAIP site, and the GAIP site is not located within a designated Alquist-Priolo Earthquake Fault Zone. The northern portion of the Airport site (i.e., north of Runway 20R and the long-term and employee parking areas north of I-405) is subject to liquefaction; however, this area would not be affected by the GAIP improvements. The Airport site is flat and would not be subject to landslides (Environmental Checklist questions 6[a] through 6[d]). The GAIP does not propose any physical improvements that would require an alternative wastewater disposal system; therefore, no soils impacts related to septic tanks or alternative wastewater disposal systems would occur (Environmental Checklist question 6[e]).

- **Hazards and Hazardous Materials (hazardous materials sites; airport land use plans; private airstrips; emergency evacuation plan; wildlands):** The closest Cortese List site is approximately 1 mile southwest of the Airport; therefore, the GAIP would not expose the public to hazardous materials associated with the sites on the Cortese List (Environmental Checklist question 8[d]). No private airstrips are in the vicinity of the GAIP site, and the GAIP would not require an amendment to the Airport Environ Land Use Plan prepared for JWA (Environmental Checklist questions 8[e] and 8[f]). The GAIP would not impair or interfere with implementation of the emergency evacuation plan because it would not alter the types of facilities on site or access to the Airport (Environmental Checklist question 8[g]). The GAIP is located in an urbanized area and is not adjacent to wildlands (Environmental Checklist question 8[h]).

- **Hydrology (groundwater; drainage patterns; flood hazard areas; flooding; inundation):** The Airport does not provide for groundwater recharge and does not use groundwater. As a result, the GAIP would not involve any activities that would alter groundwater supplies (Environmental Checklist question 9[b]). The improvements associated with the GAIP would not substantially change the quantity of storm water or the points of discharge of runoff from the Airport to off-site areas; downstream drainage patterns would not be changed (Environmental Checklist questions 9[c] and 9[d]). The northern portion of the airfield is subject to potential flooding; however, this portion of the Airport is not an area used for general aviation, and the County has implemented several improvements to reduce flooding and ponding conditions at the Airport. Therefore, structures that may be constructed as part of the GAIP would not be subjected
to a 100-year flood hazard. Additionally, the Airport is not in proximity to water bodies that would result in exposure to flooding as a result of failure of a levee or dam, nor would it be subject to inundation by seiche, tsunami, or mudflow (Environmental Checklist questions 9[g] through 9[j]).

- **Land Use and Planning (divide an established community; habitat conservation plan/natural community conservation plan):** The GAIP does not propose any physical improvements that would extend beyond the Airport limits or changes that would substantially modify the interface of the Airport with the surrounding land uses; therefore, it would not physically divide an established community (Environmental Checklist question 10[a]). The GAIP would not substantially change the noise or other characteristics; and would not jeopardize local populations of species covered under the NCCP/HCP; and, therefore, would not conflict with provisions of an approved local, regional, or State habitat conservation plan (Environmental Checklist question 10[c]).

- **Mineral Resources:** The JWA site does not have significant existing or potential mineral or energy resources within its boundaries (Environmental Checklist questions 11[a] and 11[b]).

- **Noise (groundborne vibration, private airstrips):** Groundborne vibration has not been identified as noticeable outside the Airport property; mass grading or blasting would not be required for implementation; and no part of the GAIP would change the Airport’s vibration-generation potential. Therefore, the GAIP would not result in excessive groundborne vibration (Environmental Checklist question 12[b]). JWA is a commercial airport, and no private airstrips are in the vicinity of the GAIP site (Environmental Checklist question 12[f]).

- **Population and Housing:** The GAIP does not propose any development that would increase the population in the study area or within Orange County, nor would the GAIP be expected to have an effect on the population projections for Orange County because it would not provide infrastructure improvements that would lead to population increase. No housing is present on the GAIP site; therefore, the GAIP would not result in the displacement of people or housing (Environmental Checklist questions 13[a] through 13[c]).

- **Public Services:** The response times from the Orange County Fire Authority (OCFA) facilities to the Airport would remain unchanged, and the GAIP would not result in the need for new or upgraded fire protection facilities. The GAIP would not result in the addition of new access points to the airfield or changes in the nature of the Airport operations and, therefore, would not result in an increased demand for police protection services. The GAIP would not result in development of any residential units and, therefore, would not create an increased demand on schools, neighborhood and regional parks, or other public facilities, such as libraries. (Environmental Checklist questions 14[a][i] through 14[a][v]).

- **Recreation:** The GAIP would not generate an increase in population or provide development that would result in increased usage of existing neighborhood and regional parks. No physical deterioration would occur to existing recreational facilities as a result of GAIP implementation (Environmental Checklist questions 15[a] and 15[b]).
• **Transportation/Traffic (air traffic; hazards due to design features/incompatible uses; inadequate emergency access; conflict with policies, plans, and programs):** The GAIP may result in an incremental increase in certain types of general aviation flights and facilitate the transition to newer aircraft operating at the Airport; however, it would not change the air traffic patterns or result in a substantial safety risk due to an increase in operations (Environmental Checklist question 16[c]). The GAIP does not propose any substantial modifications to the Airport access points that would alter the operations of the off-site circulation network. Therefore, the GAIP is not anticipated to result in impacts associated with design features; emergency access would not be impeded; and there would be no conflict with policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities (Environmental Checklist questions 16[d] through 16[f]).

• **Utilities and Service Systems (storm water drainage facilities; sufficient landfill capacity; compliance with statutes and regulations):** The Airport site is fully developed, and storm drains have been sized to accommodate storm flows in compliance with applicable standards. Changes to the quantity or flow rates of runoff from the Airport are not anticipated (Environmental Checklist question 18[c]). Any increased solid waste generated at the Airport would be able to be accommodated with the current landfill capacity and would comply with existing regulations pertaining to solid waste (Environmental Checklist questions 18[f] and 18[g]).
5.0 Effects Determined to Be Less Than Significant and Not Requiring Mitigation

This section makes findings regarding the potential effects of the Project Proposed for Approval that were determined to be less than significant under both a project-level and cumulative impacts evaluation. The thresholds identified in the discussions below are the thresholds of significance used in Final Program EIR 627 and reflect the questions contained in the County’s Environmental Checklist. No mitigation measures are required for the impacts to be less than significant for these thresholds. However, there are several thresholds where regulatory requirements, standard conditions of approval, and/or minimization measures have been identified. As previously noted, for purposes of tracking compliance, those requirements are also incorporated into the MMRP. For the reasons described in more detail below, the Board hereby finds that the Project Proposed for Approval would have less than significant impacts without the implementation of mitigation measures in the following resource areas:

5.1 Aesthetics

5.1.1 Finding

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative aesthetics impacts associated with the below-mentioned thresholds:

Threshold 4.1-1 Would the Project substantially degrade the existing visual character or quality of the Project site and its surroundings?

Threshold 4.1-2 Would the Project create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?

5.1.2 Facts in Support of Findings

Threshold 4.1-1

Final Program EIR 627 evaluated the potential for both short-term (construction) and long-term (operational) impacts on the visual character of the Project site and the surrounding areas. Key views from public vantage points surrounding the Airport were evaluated.

Demolition, grading, and construction activities associated with implementation of the Project Proposed for Approval would present views of demolition debris, small amounts of excavated soils, and heavy equipment (e.g., backhoes, bulldozers, dump trucks) and activities and debris. The Final Program EIR identified that views of construction activities may be considered unappealing by some; however, other forms of development are common sights and interruptions to the visual character of urban areas and are largely accepted as temporary. As a result of the incremental implementation of the improvements, views of demolition and construction activities would not affect the same areas throughout all project phases. The staging or laydown areas are the only locations where components of construction may be visible during
all phases of construction. These locations would be visible from the adjacent public roadways. Although not identified as a significant impact, the Airport has agreed to MN AES-1 (listed below) that would provide for opaque security fencing surrounding the lay-down/staging areas. Given the urban context of the Airport site, views of construction would not substantially degrade the existing visual character or quality of the Project site and its surroundings. Therefore, impacts would be less than significant.

Long-term, the character of the improvements for the Project Proposed for Approval would be consistent with the visual character of the Airport. The Project would have to comply with existing FAA regulations related to building height, lighting and markings (see RR AES-1, listed below). This would further ensure the character of the Airport would not be substantially changed. It should be noted, the requirements in RR AES-1 were not adopted to preserve visual character, but compliance with these requirements would establish various design parameters for the GAIP improvements. The replacement of older facilities with new facilities would result in a visual improvement from most public vantage points. Therefore, the Project Proposed for Approval would not substantially degrade the existing visual character or quality of the site and its surroundings and no mitigation measures are required.

The Project Proposed for Approval would not contribute to a significant cumulative impact on the visual character or quality of the Airport or surrounding viewshed. As discussed in Final Program EIR 627, in order for a cumulative aesthetic impact to occur, the proposed elements of the cumulative projects would need to be seen together or in proximity to each other. If the projects were not in proximity to each other, the viewer would not perceive them in the same scene. The context in which a project is being viewed will also influence the significance of the aesthetic impact. Given the developed nature of the area surrounding the Airport, the only cumulative project that would contribute to a change in the visual character is the Wickland Pipeline project, located on the west side of the Airport. Final Program EIR 627 identifies that the combined Project Proposed for Approval and the Wickland Pipeline project will result in an intensification of development on the Airport. However, both the Project Proposed for Approval and the Wickland Pipeline project would be consistent with the visual character of the Airport. Buildings surrounding the Airport provide visual screening of much of the site from off-Airport vantage places. No significant cumulative impacts have been identified and no mitigation measures are required.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would have less than significant direct and cumulative impacts on the existing visual character and quality of the site without the implementation of mitigation measures. Although significant impacts were not identified, the following regulatory requirement and minimization measure would apply to the Project Proposed for Approval. Although regulatory requirements and minimization measures are not identified as mitigation measures, the County does include them in the MMRP to ensure implementation tracking. The following regulatory requirement and minimization measure are identified in Final EIR 627.

**RR AES-1** Prior to issuance of any building permit for individual general aviation projects at JWA, the contractor shall file a Notice of Proposed Construction or Alteration (FAA Form 7460-1) with the FAA regional office that will show compliance with the FAR Part 77 regulation, as it relates to building or structure heights, markings,
lighting, and other standards. The FAA’s Determination of No Hazard shall be submitted to the County prior to the start of construction.

**MN AES-1**

Construction contract specifications for any phase of development where the Airport property on the southwest corner of Irvine Avenue and Bristol Street South (i.e., golf course area) will be used as a construction laydown area/staging area, shall include security fencing with opaque screening around the construction sites and staging areas to block the ground-level views of the site. No removal of trees shall be allowed at the staging area.

**Threshold 4.1-2**

Final Program EIR 627 evaluated the potential for both short-term (construction) and long-term (operational) impacts associated with light and glare.

There would be some construction activities that would occur during the nighttime hours, resulting in the need for temporary lighting. Lighting would have to comply with FAR Part 77 regulations (RR AES-1, identified above) to prevent hazards to aircraft operations. Given the lack of sensitive receptors adjacent to the construction site, impacts associated with lighting would be less than significant, and no mitigation is required.

All new long term light sources and potential glare sources would have to comply with FAR Part 77 regulations (RR AES-1, identified above), including types of lights and intensity of lighting and night/day lighting combinations. By complying with these regulations, the sources and intensity of lighting would be similar to existing lighting. In addition to avoiding the creation of hazards to Airport operations, compliance with these requirements would prevent the creation of new sources of substantial light or glare that would result in significant visual impacts.

Final Program EIR 627 evaluated potential glint and glare associated with the installation of solar panels. The greatest potential for glint and glare is generally associated with installation of large arrays of solar panels. Solar panels with an anti-reflective coating on the solar cells substantially reduces the potential for glint and glare. The coating also would increase the solar module’s light absorption properties, making them more efficient. Given the limited size of the Airport and the facilities being proposed (i.e., the largest FBO buildings would be about 21,653 square feet), the size of the solar installations would also be limited. Additionally, there are no sensitive views adjacent to the Airport; therefore, the aesthetic impacts would be less than significant. MN AES-2 would require an applicant to perform a glare study in accordance with FAA guidance prior to installing solar panels.

None of the cumulative projects would result in substantial light and glare. Both the GAIP and the Wickland Pipeline project would be required to comply with FAA requirements pertaining to lighting and use of reflective materials, thereby minimizing the potential for light and glare impacts. Cumulative visual impacts would be less than significant for this threshold.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would have less than significant direct and cumulative light and glare impacts without the implementation of mitigation measures. Although no significant impacts have been identified,
RR AES-1, listed above, would also serve to reduce potential impacts associated with light and glare. MN AES-2, listed below, would apply if as part of the site development process, installation of solar panels is proposed. Regulatory requirements and minimization measures are not identified as mitigation measures; however, the County does include them in the MMRP to ensure implementation tracking. The following minimization measure is identified in Final EIR 627.

**MN AES-2**

Prior to issuance of a building permit for any project proposing the use of solar panels, the applicant shall prepare an evaluation of glare and glint on surrounding land uses and effects on navigation. The evaluation shall include description of the number, style, and placement of all solar panels. Additionally, evaluation shall include an analysis consistent with FAA guidance on evaluating solar technologies at the Airport. The evaluation shall be approved by the John Wayne Airport, Deputy Director, Facilities.

### 5.2 Air Quality

#### 5.2.1 Finding

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative air quality impacts associated with the below-mentioned thresholds:

**Threshold 4.2-1**  Would the Project conflict with or obstruct implementation of the applicable air quality plan?

**Threshold 4.2-2**  Would the Project violate any air quality standard or contribute substantially to an existing or projected air quality violation?

**Threshold 4.2-3**  Would the Project result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?

**Threshold 4.2-4**  Would the Project expose sensitive receptors to substantial pollutant concentrations?

#### 5.2.2 Facts in Support of Findings

**Threshold 4.2-1**

John Wayne Airport is located in the South Coast Air Basin (“SoCAB”). The U.S. Environmental Protection Agency (“USEPA”), the California Air Resources Board (“CARB”), and the South Coast Air Quality Management District (“SCAQMD”) regulate air quality in the SoCAB. The SCAQMD and Southern California Association of Governments (“SCAG”), in coordination with local governments and the private sector, develop the Air Quality Management Plan (“AQMP”) for the
SoCAB to satisfy the requirements of the Federal Clean Air Act for areas designated as nonattainment.

Final Program EIR 627 evaluated consistency with the 2016 AQMP adopted by the SCAQMD, which was then incorporated into the State Implementation Plan (“SIP”) in 2017. SCAQMD’s 2016 AQMP relies on the latest scientific and technological information and planning assumptions relevant to air quality, including information regarding regional growth forecasts and transportation control measures in the 2016–2040 Regional Transportation Plan/Sustainable Communities Strategy (“RTP/SCS”), which was adopted by the SCAG Regional Council in 2017. The 2016 AQMP also is built on extensive consultation between CARB and SCAQMD regarding the reduction of emissions from mobile sources. In that vein, the 2016 AQMP recognizes that some sources – referred to as “federally controlled sources” in the AQMP – are under the jurisdiction of the U.S. EPA; the 2016 AQMP explicitly recognizes aircraft as a federally controlled source.

As discussed in the Final Program EIR, JWA staff participated in SCAG’s Aviation Technical Advisory Committee and coordinated with SCAQMD to ensure that aircraft operations data specific to the Airport (such as the number of operations, fleet mix and taxi times) were accounted for throughout the forecasted planning period for both the RTP/SCS and AQMP. JWA staff also provided SCAQMD with information regarding estimated construction-related emissions at the Airport during the subject planning period, including those associated with the development of any GAIP-facilitated facilities. As a result of this inter-agency coordination, emissions associated with the GAIP have been planned for and accounted for in the 2016 AQMP.

By the nature of the applicable regional air quality plans, cumulative projects have been incorporated by way of the regional growth projections. By being consistent with the 2016 AQMP, the Project Proposed for Approval would neither conflict with nor obstruct implementation of the 2016 AQMP; therefore, no direct or cumulative impact has been identified. For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not conflict with or obstruct implementation of the applicable air quality plan; therefore, direct and cumulative impacts would be less than significant impacts without the implementation of mitigation measures.

Threshold 4.2-2

Operational Emissions\(^5\)

The Project Proposed for Approval would result in changes to the Airport’s general aviation aircraft operations and fleet mix. The Project Proposed for Approval would not change the number of commercial air carrier operations, fleet mix, runway use, flight tracks, or terminal area.

The analysis in the Final Program EIR used the required Federal Aviation Administration’s (“FAA”) Aviation Environmental Design Tool (“AEDT”, Version 2d) to model operational emissions from aircraft operations, auxiliary power units (“APU’), and ground support

\(^5\) Construction impacts for this threshold are discussed in Section 6.1 of these Findings.
equipment ("GSE") at the Airport. The analysis evaluated projected ultimate fleet mix and number of operations, as well as an evaluation of overlapping impacts when construction and operational emissions would occur at the same time.

The daily net impacts of operational emissions were calculated by subtracting the operational emissions of the Baseline (2016) Conditions from those of the Baseline Plus the Project Proposed for Approval. When compared to the SCAQMD regional and localized significance thresholds, no operational exceedances have been identified. Therefore, operational emissions of criteria pollutants would be less than significant for operations.

The cumulative impacts analysis for air quality is based on the guidance provided by SCAQMD. Pursuant to that guidance, projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. Projects that do not exceed the project-specific thresholds are generally not considered cumulatively significant. Therefore, the Project Proposed for Approval would not contribute to a cumulatively significant operational air quality impact.

For the reasons described above, the Board hereby finds that the operational emissions associated with the Project Proposed for Approval would not violate air quality standards or contribute substantially to an existing or projected air quality violation; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although significant operational impacts were not identified, MN AQ-2, listed below, requires the use of Zero Emission Vehicle ("ZEV") GSE where available (e.g. tugs, water carts, lavatory carts, other ramp service equipment/vehicles) for 90 percent or greater of the GSE operating hours. Although minimization measures are not identified as mitigation measures, the County does include them in the MMRP to ensure implementation tracking. The following minimization measure is identified in Final EIR 627.

**MN AQ-2**

General Aviation FBOs shall employ Zero Emission Vehicle ("ZEV") GSE where available (e.g. tugs, water carts, lavatory carts, other ramp service equipment/vehicles) for 90 percent or greater of the GSE operating hours. Where ZEVs are not available, vehicles shall meet Ultra Low Emission Vehicle ("ULEV") requirements. Where ULEVs are not available, and only diesel fuel engine trucks are available, the diesel-fueled truck shall comply with the On-Road Heavy-Duty Diesel Vehicles (In-Use) Regulation.

FBOs shall maintain monthly records regarding GSE type, make, model, year, fuel type, horsepower (if non-electric), and hours in-use. Monthly records are subject to audit and verification by JWA. These records shall be provided to JWA annually in June.

**Threshold 4.2-3**

The cumulative air quality impacts analysis in the Final Program EIR is based on the guidance provided by SCAQMD that states projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. Projects that do not exceed the project-specific thresholds are generally not considered cumulatively significant.
Operational Emissions

As noted under Threshold 4.2-2, the operational emissions associated with the Project Proposed for Approval are less than significant. Therefore, consistent with the SCAQMD’s guidance for assessing a project’s contribution to cumulative impacts, the Project Proposed for Approval would not be considered cumulatively significant.

As discussed under Threshold 4.2-2, although the operational air emissions would be less than significant, a minimization measure (MN AQ-2) was identified that would further reduce the air emissions associated with the Project Proposed for Approval. Additionally, the Project Proposed for Approval has been included as part of the regional long-range forecasted planning period for both the 2016-2040 RTP/SCS and 2016 AQMP (see Threshold 4.2-1). These regional planning programs are designed to meet the requirements of the Federal Clean Air Act (“CAA”) demonstrating attainment of the National Ambient Air Quality Standards (“NAAQS”) for the South Coast Air Basin (“SoCAB”) and utilize the long-range growth forecasts to address the cumulative development in the region. Therefore, based on the SCAQMD guidance, the quantitative analysis conducted for Final Program EIR 627, and consistency with regional planning programs that reflect the GAIP, the Project Proposed for Approval would not result in a cumulatively considerable net increase of any criteria pollutant for which the SoCAB region has a non-attainment status under an applicable federal or state ambient air quality standard and impacts would be less than significant.

For the reasons described above, the Board hereby finds that the operational emissions associated with the Project Proposed for Approval would not result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard; therefore, impacts would be less than significant without the implementation of mitigation measures.

Threshold 4.2-4

As part of the Final Program EIR, the potential impact from toxic air contaminants (“TAC”) was evaluated. A GAIP-specific Health Risk Assessment (“HRA”) was prepared using the American Meteorological Society/Environmental Protection Agency Regulatory Model Improvement Committee Model (“AERMOD”) to estimate dispersion factors (i.e., TAC concentrations) resulting from emissions from aircraft, APU, GSE, and the avgas storage tank at nearby receptors. Receptors evaluation followed SCAQMD guidance6, as well as discrete receptors placed at sensitive locations within 1,000 meters of the Airport. Both current and future sensitive receptors are included in this analysis. This includes planned residential developments, such as the Koll Center Residences and Newport Crossings, which are located within 1,000 meters of the Project. Off-site worker receptors are also evaluated in the HRA.

Lifetime cancer risk, chronic hazard index (“HIC”), and acute hazard index (“HIA”) were calculated at each receptor for the Project Proposed for Approval as compared to the Baseline conditions. The exposure parameters used to estimate excess lifetime cancer risks (over a

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lifetime of 70 years) for all potentially exposed populations were obtained using risk assessment
guidelines from California Office of Environmental Health Hazard Assessment (“OEHHA”). These
exposure assumptions, designed to be protective of children younger than age 16, are assumed
to be adequately protective of residents older than 30 years of age, including the elderly. For
worker exposure, the total exposure duration analyzed is 25 years.

The incremental health risk results of this HRA were compared at the fence line of JWA to
SCAQMD thresholds of 10 in one million for cancer risk, and 1.0 for HIC and HIA. The maximum
cancer risk for the Project Proposed for Approval is 0.41, at a worker receptor on the northern
fence line of JWA. The maximum HIC and HIA are less than 1.0 for the Project Proposed for
Approval at all receptors.

As noted under Threshold 4.2-2, the guidance provided by SCAQMD is if projects exceed the
project-specific significance thresholds then they are considered by the SCAQMD to be
cumulatively considerable. Projects that do not exceed the project-specific thresholds are
generally not considered cumulatively significant. Based on the analysis provided as part of Final
Program EIR 627, the Project Proposed for Approval would not contribute to a cumulatively
significant impact associated with sensitive receptors exposed to substantial pollutant
concentrations. Therefore, no mitigation measures are required and impacts would be less than
significant related to health risks and exposure of sensitive receptors to substantial pollutant
concentrations.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval
would not expose sensitive receptors to substantial pollutant concentrations; therefore, direct
and cumulative impacts would be less than significant without the implementation of mitigation
measures. Although the impacts are less than significant and no mitigation is required, MN AQ-2
(use of ZEV GSE where available) would further reduce potential TAC emissions associated with
the Project Proposed for Approval. MN AQ-2 is provided above, under Threshold 4.2-2.

## 5.3 CULTURAL AND SCIENTIFIC RESOURCES

### 5.3.1 FINDING

Implementation of the Project Proposed for Approval would not result in significant Project or
cumulative impacts to cultural and scientific resources associated with the below-mentioned
thresholds:

**Threshold 4.3-1** Would the Project cause a substantial adverse change in the significance
of an archaeological resource pursuant to Section 15064.5?

**Threshold 4.3-2** Would the Project directly or indirectly destroy a unique paleontological
resource or site or unique geologic feature?

**Threshold 4.3-3** Would the Project disturb any human remains, including those interred
outside of dedicated cemeteries?
Threshold 4.3-4 Would the Project cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?

5.3.2 FACTS IN SUPPORT OF FINDINGS

Threshold 4.3-1

In conjunction with the preparation of Final Program EIR 627, a cultural resources records search was conducted at the South Central Coastal Information Center (“SCCIC”) at California State University, Fullerton. Although the Project Proposed for Approval will not involve improvements to the entire Airport site, for purposes of the cultural resources record search, the approximately 400 acres of the Airport dedicated to aviation activity was assumed as the GAIP Area of Potential Effect (“APE”). Few archaeological resources have been identified near the GAIP APE, and there is no record of significant archaeological resource within the area affected by the Project Proposed for Approval. The Airport site has been heavily disturbed from previous construction activities and the shallow depth of excavation associated with the improvements for the Project Proposed for Approval would minimize the potential for the discovery of significant archaeological resources. Additionally, Standard Condition (“SC”) SC CULT-1 requires a County-certified archaeologist to monitor grading activities should construction disturb native soil. The County routinely applies this standard condition to avoid and/or minimize the potential for impacts to archaeological resources. With application of this standard condition, no significant impacts would occur and no mitigation measures are identified as necessary in the Final Program EIR to protect archaeological resources.

In light of the low potential for impacts to archaeological resources and the site-specific nature of the resource, the Project Proposed for Approval would not contribute to a significant cumulative impact. Final Program EIR 627 acknowledged regional growth would include previously undeveloped land, which could lead to accelerated degradation of previously unknown archaeological resources. Each cumulative development proposal would be required to undergo environmental review and would be subject to similar resource protection requirements as the Project Proposed for Approval. Additionally, the specific list of cumulative projects identified on the Airport are not expected to disturb unknown cultural resources because of the shallow depth of excavation or in the case of the 2014 Settlement Agreement Amendment, the lack of physical improvements.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not result in a substantial adverse change in the significance of an archaeological resource; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. As previously noted, although standard conditions are not identified as mitigation measures, the County does include them in the MMRP to ensure implementation tracking. The following standard condition is identified in Final EIR 627.

SC CULT-1 Prior to the issuance of the first grading permit, the applicant shall provide written evidence to the Manager, Building and Safety, that applicant has retained a County-certified archaeologist, to observe grading activities and salvage and catalogue archaeological resources as necessary. The archaeologist shall be present at the pre-grade conference, shall establish procedures for archaeological
resource surveillance, and shall establish, in cooperation with the applicant, procedures for temporarily halting or redirecting work to permit the sampling, identification, and evaluation of the artifacts as appropriate. If the archaeological resources are found to be significant, the archaeological observer shall determine appropriate actions, in cooperation with the project applicant, for exploration and/or salvage.

Prior to the release of the grading bond the applicant shall obtain approval of the archaeologist’s follow-up report from the Manager, Building and Safety. The report shall include the period of inspection, an analysis of any artifacts found and the present repository of the artifacts. The archaeologist shall prepare excavated material to the point of identification. Applicant shall offer excavated finds for curatorial purposes to the County of Orange, or its designee, on a first refusal basis. These actions, as well as final mitigation and disposition of the resources, shall be subject to the approval of the Manager, Building and Safety. Applicant shall pay curatorial fees if an applicable fee program has been adopted by the Board of Supervisors, and such fee program is in effect at the time of presentation of the materials to the County of Orange or its designee, all in a manner meeting the approval of the Manager, Building and Safety. (County Standard Condition of Approval A02)

**Threshold 4.3-2**

The improvements associated with the Project Proposed for Approval would be conducted in an entirely built-out environment, substantially minimizing the potential for disturbance of paleontological resources. Based on a paleontological resources records search and literature review conducted by staff of the Los Angeles County Natural History Museum, no fossil localities have been recorded within the Airport boundary. Due to the expected shallow depth of construction, disturbance would occur predominately in the younger alluvial deposits, which would not be likely to yield fossils. The County routinely applies SC CULT-2, which requires a paleontologist be retained to observe grading activities, to avoid or minimize potential impacts. With application of this standard condition no significant impacts would occur and no mitigation measures were identified as necessary in the Final Program EIR to protect paleontological resources. There are no unique geologic features on the Airport site; therefore, no impacts would occur.

In light of the low potential for impacts to paleontological resources and the site-specific nature of the resource, the Project Proposed for Approval would not contribute to a significant cumulative impact. Final Program EIR 627 acknowledged regional growth would include previously undeveloped land, which could lead to accelerated degradation of previously unknown paleontological resources. Each cumulative development proposal would be required to undergo environmental review and would be subject to similar resource protection requirements as the Project Proposed for Approval. Additionally, the specific list of cumulative projects identified on the Airport are not expected to disturb unknown cultural resources because of the shallow depth of excavation or in the case of the 2014 Settlement Agreement Amendment, the lack of physical improvements.
For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not result in a substantial adverse change in the significance of a paleontological resource or unique geologic feature; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. As previously noted, although standard conditions are not identified as mitigation measures, the County does include them in the MMRP to ensure implementation tracking. The following standard condition is identified in Final EIR 627.

**SC CULT-2** Prior to the issuance of the first grading permit, the project applicant shall provide written evidence to the Manager, Building and Safety, that applicant has retained a County certified paleontologist to observe grading activities and salvage and catalogue fossils as necessary. The paleontologist shall be present at the pre-grade conference, shall establish procedures for paleontological resource surveillance, and shall establish, in cooperation with the applicant, procedures for temporarily halting or redirecting work to permit sampling, identification, and evaluation of the fossils. If the paleontological resources are found to be significant, the paleontologist shall determine appropriate actions, in cooperation with the applicant, to ensure proper exploration and/or salvage.

Prior to the release of the grading bond the applicant shall submit the paleontologist’s follow up report for approval by the Manager, Building and Safety. The report shall include the period of inspection, a catalogue and analysis of the fossils found, and the present repository of the fossils. Applicant shall prepare excavated material to the point of identification, and offer excavated finds for curatorial purposes to the County of Orange, or its designee, on a first refusal basis. These actions, as well as final mitigation and disposition of the resources, shall be subject to approval by Manager, Building and Safety. Applicant shall pay curatorial fees if an applicable fee program has been adopted by the Board of Supervisors, and such fee program is in effect at the time of presentation of the materials to the County of Orange or its designee, all in a manner meeting the approval of the Manager, Building and Safety (County Standard Condition of Approval A04)

**Threshold 4.3-3**

Based on the results of the records search and literature review, human remains are not likely to be found within the APE. Due to the level of past disturbance on the Airport, project-related ground-disturbing activities are not expected to encounter human remains, including those interred outside of dedicated cemeteries. Section 7050.5 of the *California Health and Safety Code* describes the protocols to be followed in the event that human remains are accidentally discovered during excavation of a site. In addition, the requirements and procedures set forth in Section 5097.98 of the *California Public Resources Code* would be implemented. This is identified as a Regulatory Requirement (“RR”) in Final Program EIR 627. Impacts would be less than significant in light of this State adopted regulation, which would apply to the Project Proposed for Approval.

The Project Proposed for Approval combined with the cumulative projects would not result in a significant impact on human remains. Discovery of human remains are site-specific and all...
proposed developments would undergo the same resource protection and regulatory requirements in case of discovery of human remains.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval is not expected to disturb any human remains; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although no significant impacts have been identified and regulatory requirements and standard conditions are not identified as mitigation measures, the County does include them in the MMRP to ensure implementation tracking. The following regulatory requirement is identified in Final EIR 627.

**RR CULT-1 Human Remains.** If human remains are encountered during ground-disturbing activities, Section 7050.5 of the *California Health and Safety Code* states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition of the materials pursuant to Section 5097.98 of the *California Public Resources Code*. The provisions of Section 15064.5 of the California Environmental Quality Act Guidelines shall also be followed. The County Coroner must be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner shall notify the Native American Heritage Commission (“NAHC”). The NAHC will determine and notify a Most Likely Descendent (“MLD”). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The descendent must complete the inspection within 24 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials. These requirements shall be included as notes on the contractor specification and verified by the OC Development Services Department, prior to issuance of grading permits.

**Threshold 4.3-4**

The Project Proposed for Approval would remove and replace most of the buildings currently used for general aviation. Based on the review of aerial photography, Final Program EIR 627 documented that the buildings on west side of the Airport are all less than 50 years old. Additionally, none of these buildings were found to meet the Secretary of Interior’s standards for historic significance. Several of the buildings on the east side of the Airport, and across Campus Drive in the city of Newport Beach were built prior to 1970. Most notably are the rows of T-hangars adjacent to Campus Drive. However, based on the review of more recent aerial photography, several of the T-hangars along Campus Drive have been replaced or relocated over the years because the locations of the hangars are slightly different (located farther to the south than what is shown in the 1970 aerial photograph). Based on the changes to the configuration of the other buildings on the east side of the Airport, the buildings shown in the 1970 aerial photograph have also been altered or replaced. The T-hangars do not have any distinctive architecture or features; rather, they are similar to other structures on the Airport, utilitarian in form, and consistent with the design of hangars on other airports. None of the Secretary of Interior’s criteria would apply to the buildings on the east side of the Airport or adjacent to the Airport.

The Project Proposed for Approval would not have any direct impact on the buildings located across Campus Drive. The record search and review of the City of Newport Beach *Historic
Resources Element of the General Plan does not identify any resources adjacent to the Airport as being listed on the federal, State, or local registers for historic resources. The buildings on Campus Drive are low-lying office and commercial buildings without distinctive architectural character. Additionally, a comparison of the 1970 aerial photograph to current conditions shows that a number of the buildings have been altered over the years.

No impacts on historic resources would occur and no standard conditions or regulatory requirements have been identified as being applicable to the Project Proposed for Approval for the protection of historic resources. Since the Project Proposed for Approval would not have any impacts, it would not contribute to a cumulative impact. Additionally, none of the cumulative projects were identified as having impacts on historic resources.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not cause a substantial adverse change in the significance of a historical resource; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures.

5.4 GREENHOUSE GAS EMISSIONS

5.4.1 FINDING

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative greenhouse gas emissions (“GHG”) impacts associated with the below-mentioned thresholds:

Threshold 4.4-1 Would the Project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Threshold 4.4-2 Would the Project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

5.4.2 FACTS IN SUPPORT OF FINDINGS

Threshold 4.4-1

In the context of CEQA, “GHG impacts are exclusively cumulative impacts; there are no non-cumulative GHG emission impacts from a climate change perspective.” This characterization of GHG impacts is consistent with the recognition that climate change is a global phenomenon, and that GHG emissions do not result in localized impacts but rather contribute to overall atmospheric concentrations of GHGs that then influence the global climate.

Final Program EIR 627 evaluated the GHG impacts associated with both construction and operations for the Project Proposed for Approval. Construction emission estimates for the Project were developed using California Emissions Estimator Model (“CalEEMod”, Version 2016.3.2). The CalEEMod model calculates total emissions resulting from each construction activity. Construction estimates (including phase durations and estimated quantities) for the Project Proposed for Approval are based on the preliminary engineering data available at the
time the modeling was completed for the Program EIR. Consistent with SCAQMD recommendations, construction-related GHG emissions are amortized over the life of the project, defined as 30 years, to determine significance.

The required FAA’s AEDT was used to model operational emissions from aircraft operations, APU, and GSE at the Airport. The evaluation focused on general aviation related activities because the Project Proposed for Approval would not change the number of commercial air carrier operations, fleet mix, runway use, flight tracks, or terminal area. Operational impacts from the Project Proposed for Approval are evaluated in comparison to the Baseline (2016) conditions. The net operational emissions (Baseline Plus Project Proposed for Approval less Baseline emission) plus the annual amortized construction emissions are then compared to the SCAQMD’s significance threshold of 10,000 metric tons of carbon dioxide equivalent per year ("MTCO2e/year") used for industrial projects.

Final Program EIR 627 identifies the total net annual GHG emissions associated with the Project Proposed for Approval are substantially below the 10,000 MTCO2e/year threshold established by the SCAQMD for industrial projects.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment; therefore, no mitigation measures are required. Although impacts are less than significant and no mitigation measures are required, Final Program EIR 627 did identify the following regulatory requirements to further reduce construction and operational emissions. In addition, MN AQ-1, included in Section 6.1, and MN AQ-2, provided in Section 5.2, of these Findings, would also serve to reduce GHG impacts. Regulatory requirements are not identified as mitigation measures; however, the County does include them in the MMRP to ensure implementation tracking. The following regulatory requirements are identified in Final EIR 627.

**RR GHG-1**  
GAIP facilities must be designed in accordance with the applicable Title 24 Energy Efficiency Standards for Residential and Nonresidential Buildings (California Code of Regulations [CCR], Title 24, Part 6). These standards are updated, approximately every three years, to incorporate improved energy efficiency technologies and methods. The Manager of Building & Safety, or designee shall ensure compliance prior to the issuance of each building permit.

**RR GHG-2**  
GAIP facilities must be designed in accordance with applicable requirements of the California Green Building Standards (CALGreen) Code (24 CCR 11). The Manager of Building & Safety, or designee shall ensure compliance prior to the issuance of each building permit.

**Threshold 4.4-2**

Executive Order S-3-05, AB 32, and SB 32 are the primary State policies adopted for the purpose of reducing GHG emissions. Statewide regulations adopted in furtherance of those State policies, including GHG emissions standards for vehicles, are being implemented at the statewide level. For example, CARB’s Mobile Source Strategy and 2017 Scoping Plan include actions to deploy
zero-emission technologies across a broad spectrum of sources, including airport GSE and off-road construction equipment.

The Airport has developed the John Wayne Airport Climate Action Plan ("CAP"), which establishes a framework to minimize Airport-related GHG emissions. The CAP establishes emission reduction goals and a process for implementation, monitoring, and reporting. The CAP was developed in furtherance of mitigation measures developed for the commercial carrier operations provided in the JWA Settlement Agreement Amendment EIR No. 617.

The GHG emissions for the Project Proposed for Approval would be less than significant (see Threshold 4.4-1). Additionally, the Project Proposed for Approval would implement applicable emissions-reducing strategies identified in CARB's Mobile Source Strategy and 2017 Scoping Plan, to the extent required by law. As noted above, Final Program EIR 627 would apply the provisions of the JWA CAP to the Project Proposed for Approval (MN GHG-1). Therefore, the Project Proposed for Approval would not conflict with any applicable plan, policy or regulation established for reducing GHG emissions impacts and impacts would be less than significant. No mitigation measures would be required; however, as noted above, the regulatory requirements and MN GHG-1 would further reduce GHG emissions.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases; therefore, no mitigation measures are required. Although impacts are less than significant and no mitigation measures are required, Final Program EIR 627 did identify the following minimization measure to further reduce GHG emissions. Minimization measures are not identified as mitigation measures; however, the County does include them in the MMRP to ensure implementation tracking. The following minimization measure is identified in Final Program EIR 627.

**MN GHG-1** JWA shall require that all general aviation-related development and uses facilitated by approval of the GAIP comply with applicable measures set forth in its Climate Action Plan. This compliance requirement shall be set forth in all leasehold agreements for GAIP-related development. Additionally, compliance with building design-related measures shall be verified by JWA Deputy Director, Facilities or designee, prior to the issuance of building permits for GAIP-related development.
5.5 **HAZARDS AND HAZARDOUS MATERIALS**

5.5.1 **FINDING**

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative hazards and hazardous materials impacts associated with the below-mentioned thresholds:

**Threshold 4.5-1** Would the Project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

**Threshold 4.5-2** Would the Project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

**Threshold 4.5-2** Would the Project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or wastes within one-quarter mile of an existing or proposed school?

5.5.2 **FACTS IN SUPPORT OF FINDINGS**

**Threshold 4.5-1 and Threshold 4.5-2**

Final Program EIR 627 evaluated both construction and operations impacts as it pertains to these thresholds.

**Short-Term Construction Impacts**

The Project Proposed for Approval would result in a variety of demolition, relocation, and construction activities. Improvements would be confined to the existing Airport footprint (i.e., no expansion of the general aviation uses beyond the current Airport limits). The demolition and construction activities would involve the use, storage, and handling of hazardous and non-hazardous materials as well as the generation of hazardous waste. Additionally, hazardous materials such as asbestos-containing materials and lead-based paint may be encountered during demolition and relocation activities associated with the Project Proposed for Approval.

In conjunction with the preparation of Final Program EIR 627, Hazardous Materials Survey Reports were prepared for the existing general aviation facilities that would be demolished as part of the Project Proposed for Approval. The facilities located where a portion of the box hangars, flight school facilities, and a portion of the proposed T-Hangars would be located were the only facilities with asbestos containing materials (“ACM”) requiring further remediation prior to demolition or construction activities. Lead-based paint (“LBP”) samples were identified in two locations within the general aviation facilities including the area proposed for box hangars, flight school facilities, and a portion of the proposed T-Hangars.
In addition to demolition, construction activities would require hazardous materials be transported to the site. All hazardous materials used or generated as part of construction activities would be regulated by existing federal, State, and local regulations. By adhering to regulatory requirements and compliance with the County standard conditions, potential impacts associated with hazardous material use or generation due to demolition and construction of the Proposed Project would be maintained to below a level of significance.

Long-Term Operational Impacts

Operation and maintenance activities associated with the Project Proposed for Approval would be consistent with the existing conditions at the Airport (i.e., the services offered at the Airport would not change). Activities involving the use of hazardous materials include, but are not limited to, aircraft fueling and aircraft maintenance. Final Program EIR 627 includes a list of hazardous materials and wastes that would be associated with maintenance activities. Aircraft maintenance activities would be in designated maintenance, repair, and overhaul (“MRO”) areas designed for adherence to best management practices (“BMPs”) and control measures for handling and storing various types and quantities of regulated hazardous materials used to service several different aircraft at any given time. Standard design practices, such as hangars incorporating subfloor design measures to mitigate fuel and oil spillage would also reduce the potential for contamination or release of hazardous materials. These would be consistent with current regulations for the handling of hazardous materials and are required by standard conditions identified in Final Program EIR 627 and included below.

The Project Proposed for Approval incorporates provisions for the installation of a self-serve fueling station for avgas conceptually located on the west side of the Airport. The design requirements for the self-serve fuel station would include a secondary containment system to avoid release of fuel beyond the immediate area. Orange County Fire Authority (“OCFA”) personnel from the Airport Rescue and Fire Fighting (“ARFF”) station are located on site to intervene to prevent a fire, contain the spill, and/or prevent spilled fuel from entering the storm drain system. Compliance with applicable regulatory requirements (listed below) would be required for all fuel handling and transport activities.

Because hazardous materials are often site-specific and localized, the potential for cumulative impacts is limited. For cumulative hazards and hazardous materials impacts to occur, the projects would need to be relatively close to each other so cumulative impacts would collectively pose a significant impact. The Wickland Pipeline project and Settlement Agreement Amendment are cumulative projects that would also increase the amount of fuel stored and/or used at the Airport. The risks associated with the increased fuel storage were evaluated in the environmental documents prepared for these projects and the risks of a substantial spill or substantial rupture of the tanks is very remote. The most probable accident scenario for the bulk fuel storage tanks involves minor leakage or release of fuel (e.g., from valves or seals) into the bermed containment area that surrounds the tanks and does not represent a public or environmental health risk. In light of the adopted safety programs that are currently in operation and would be applicable to all the projects on JWA, the potential health risks are low because the fuel spills are contained and cleaned up and do not enter the Airport drainage system. Therefore, the cumulative impacts would be less than significant.
For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not (1) create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials; nor (2) would it create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. Therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although impacts are less than significant and no mitigation measures are required, Final Program EIR 627 did identify the following regulatory requirements and standard conditions that are designed to reduce impacts associated with the handling, use, and transport of hazardous materials. Regulatory requirements and standard conditions are not identified as mitigation measures; however, the County does include them in the MMRP to ensure implementation tracking. The following regulatory requirements and standard conditions are identified in Final Program EIR 627.

**RR HAZ-1**
Prior to the start of demolition or construction at the facilities, an asbestos abatement work plan shall be prepared in compliance with federal, State, and local regulations for any necessary removal and disposal of such materials, (including, but not limited to, 40 CFR 61 Subpart M, Occupational Safety and Health Administration 8 CCR 1529, and South Coast Air Quality Management District Rule 1403) and shall include: (1) demolition plans and specifications incorporating any necessary abatement measures for the removal of materials containing asbestos or assumed to contain asbestos in compliance with federal, State, and local regulations; (2) A licensed California Department of Occupational Safety and Health contractor, certified by the CSLB and registered with Cal/OSHA shall perform all “asbestos-related work” that disturbs asbestos-containing materials or asbestos-containing construction materials at the facilities; (3) All persons who may come into contact with any asbestos-containing material during demolition, construction, and maintenance at the facilities shall be notified in writing to avoid removal or disturbance of the asbestos-containing material; (4) any suspect material not identified but assumed to contain asbestos disturbed during the course of demolition shall require a cease work order and examination by a California Department of Industrial Relations Division of Occupational Safety and Health certified asbestos consultant; (5) all known asbestos-containing material or asbestos-containing construction material, to the extent that the asbestos-containing material or asbestos-containing construction material becomes friable, must be removed prior to demolition; and (6) asbestos-containing waste material that is generated during demolition at the facilities shall be properly handled and disposed of in compliance with applicable federal, State, and local regulations.

**RR HAZ-2**
Prior to the start of any construction/demolition at the facilities, a lead-based paint/lead-containing paint abatement work plan shall be prepared in compliance with federal, State, and local regulations (including, but not limited to Occupational Safety and Health Administration CCR Title 17 Section 37000-37100 and Title 8 Section 1532.1 and South Coast Air Quality Management District Rule 301) for any necessary removal and disposal of such materials.
The work plan implementing these regulations shall also include the following elements as per the Hazardous Materials Survey Report: (1) demolition plans and specifications shall incorporate any necessary abatement measures for the removal of materials containing lead-based paint and/or lead-containing paint in compliance with federal, state, and local regulations; (2) paints identified as lead-based and in poor condition (peeling or chipped) and all loose, flaking, or otherwise deteriorated lead paint shall be stabilized prior to any other construction-related activity and/or demolition on site. The stabilization process must be completed by California Department of Public Health Certified Public Health Certified Workers under a California Department of Public Health Certified Supervisor, and all loose and flaking paint shall be removed from all work areas; (4) lead-based paints, i.e., paint on the floor of Hangar 62, in good condition may be left in place if exposure to employees and the environment is controlled and the lead-containing waste is properly tested and disposed based on the test results; (5) compliance with recommendations contained in a negative exposure assessment, which has been prepared meeting Cal-OSHA standards, for the appropriate handling of materials tested, via XRF, and found to contain lead in amounts that may be a source of exposure to workers or may not meet testing limits for disposal including ceramic tiles in the restrooms prior to renovation or demolition; and (6) work area preparations as well as adequate worker protection and employee exposure monitoring and material testing as it relates to disposal will be required during any equipment demolition activity.

RR HAZ-3 All transportation of hazardous materials at the facilities is regulated at the federal (Title 49 of the Code of Federal Regulations ["49 CFR"]) and State (Title 13 of the California Code of Regulations ["13 CCR"]) levels and requires compliance with all applicable federal, State, and local regulations pertaining to hazardous materials to ensure that the risk associated with the use and storage of the materials, after transport to JWA, is minimal. All hazardous materials shall be handled in full compliance with applicable requirements, and the necessary permits maintained by JWA. Carriers responsible for the transportation of hazardous materials are required to have a hazardous materials transportation license, issued by the California Highway Patrol ("CHP"). All fuel deliveries from suppliers within California will comply with all applicable requirements of the CHP's biennial inspection of terminals ("BIT") program.

RR HAZ-4 Per USEPA requirements, a Spill Prevention, Control, and Countermeasure Plan is required to address all fueling related activities. Pursuant to 40 CFR Section 112, physical modifications to fueling facilities (i.e., the extension of the hydrant fueling system) may require a technical amendment to a SPCC Plan. Should SNAFuel, the operator of the hydrant fueling system, agree to extend the system to the East Full Service FBO(s), the JWA Environmental Engineer shall determine if an amendment to the SNAFuel SPCC Plan is required. Said amendment, if determined necessary, would be prepared in compliance with the requirements of the U.S. Environment Protection Agency as provided for in 40 CFR Section 112 to the satisfaction of the JWA Environmental Engineer.
RR HAZ-5 A Spill Prevention, Control, and Countermeasure Plan or an amendment to an existing SPCC may be required to address the additional fueling related activities prior to construction of the self-service fueling station. The JWA Environmental Engineer shall determine if an amendment to an existing SPCC Plan or a new plan is required. Prior to the self-serve fueling station becoming operational, said document, would be prepared in compliance with the requirements of the U.S. Environment Protection Agency as provided for in 40 CFR Section 112 to the satisfaction of the JWA Environmental Engineer.

SC HAZ-1 Prior to the issuance of a building permit for installation of an industrial oven, spray booth, powder-coating operation, dust collection equipment, welding operation, refrigeration system, or other hazardous equipment, the applicant shall provide the Manager, Permit Services with a clearance from OCFA, or other Local Fire Agency (if applicable), indicating plan compliance with Fire Code and all guidelines specific to the operation. (County Standard Condition FP02)

SC HAZ-2 Prior to the issuance of a grading permit or building permit, whichever comes first, for installation of an aboveground or an underground tank used for the storage of flammable, combustible, or hazardous liquids, the applicant shall provide the Manager, Permit Services with a clearance from OCFA indicating compliance with Guideline G-08. (County Standard Condition FP12)

SC HAZ-3 A. Prior to the issuance of a building permit, the applicant shall provide the Manager, Permit Services with a clearance from OCFA, or other Local Fire Agency (if applicable), indicating compliance with Guideline G-06.

B. Prior to the final inspection approval, the applicant shall provide the Manager, Permit Services with a clearance from OCFA, or other Local Fire Agency (if applicable), indicating a “Hazardous Materials Disclosure Chemical Inventory and Business Emergency Plan” packet has been submitted to the OCFA for review and approval. (County Standard Condition FP15)

SC HAZ-4 Applicant/operator shall store, manifest, transport, and dispose of all on-site generated waste that meets hazardous materials criteria in accordance with the California Code of Regulations Title 22 and in a manner to meet the satisfaction of the Manager, Health Care Agency (“HCA”)/Hazardous Materials Program. Applicant shall keep storage, transportation, and disposal records on site and open for inspection by any government agency upon request. Applicant shall store used oil filters in a closed, rainproof container that is capable of containing all used oil and shall manage the container as specified in Title 22, Chapter 30, Division 4, Section 6628 of the California Code of Regulations. (County Standard Condition RC02)

Threshold 4.5-3

The Project Proposed for Approval will redevelop and operate on the same portion of the Airport that is currently being used for general aviation uses. Mariner’s Christian School, located at Red Hill Avenue and Fisher Avenue, is approximately 0.25 mile west of the Airport facilities. The
operation and maintenance activities would be consistent with the existing conditions at the Airport. The Project Proposed for Approval would not alter the delivery routes for fuel or require substantially greater quantities of fuel being delivered to the Airport. None of the characteristics associated with the Project Proposed for Approval would substantially increase the quantity or nature of hazardous materials on the Airport. The Project Proposed for Approval does not propose changes to the adopted procedures for handling hazardous materials, which are all handled in full compliance with applicable codes. The adopted safety programs currently in operation are able to reduce the potential health risks because the fuel spills are contained and cleaned up on site and historically have not left the Airport. These adopted ongoing programs and procedures reduce the potential for risk of exposure to schools in proximity to the Airport. Impacts would be less than significant with implementation of the regulatory requirements and standard conditions listed above.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or wastes within one-quarter mile of an existing or proposed school; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures.

5.6 LAND USE AND PLANNING

5.6.1 FINDING

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative on-site land use and planning impacts associated with the below-mentioned thresholds:

Threshold 4.6-1 Would the Project conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

5.6.2 FACTS IN SUPPORT OF FINDINGS

Threshold 4.6-1

Onsite Land Uses

Final Program EIR 627 evaluated the potential conflict with a land use plan, policy, or regulation as it pertains to compatibility with land uses on site (i.e., on-Airport impacts). The proposed GAIP improvements would not introduce any uses that would be incompatible with the current general aviation functions at the Airport because the type of improvements (i.e., FBOs, hangars, and tie-downs) are consistent with the type of uses currently on site. Additionally, the area on

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7 Potential impacts to surrounding land uses are discussed in Section 7.1.
the Airport dedicated to general aviation uses would not substantially change. The only reduction in overall area for general aviation uses would be associated with the transient aircraft apron parking area located at the south end of the Airport. Aircraft are parked in an OFA for Runway 2L, and the Project Proposed for Approval would correct this non-standard condition.

Currently, there are license agreements for perimeter fence access for freight, cargo, and maintenance operations incidental to the transportation of passengers into the Airport from 3000 Airway Avenue in Costa Mesa (located immediately north of the Limited Service Southwest FBO). The parcel is not part of the Airport; however, the entry gate provides access to the secured portion of the airfield pursuant to "through the gate" license agreements with the County. No significant impact would be associated with maintaining access at this location. However, to ensure as development occurs in this location that full access between the gate and Perimeter Road is maintained MN LU-1, which is listed below, is included in the Final Program EIR.

Recognizing the constrained capacity at the Airport, one of the objectives of the GAIP is to utilize limited land area efficiently and economically. The GAIP includes facilities that recognize the trend toward the reduction of small single-engine fixed-wing piston aircraft and an increase in turboprops and business/private jets, and proposes facilities to accommodate this trend. However, an effect of this is a reduction in the number of general aviation aircraft based at the Airport. The type of aircraft that would be most affected by the reduction in general aviation capacity would be the single-engine fixed-wing piston aircraft. Even with the reduction, the majority of the space for based aircraft at the Airport would remain dedicated to fixed wing piston aircraft, and specifically single-engine fixed wing piston aircraft. The Project Proposed for Approval would result in a reduction of approximately 240 spaces compared to current capacity and a reduction of approximately 126 compared to the number of based aircraft in the Baseline (2016) condition.

Although the phasing of the Project Proposed for Approval is designed to minimize disruption at the Airport, during construction, current users of the general aviation facilities (i.e., FBOs and aircraft owners) would need to be temporarily relocated either to alternative locations on the Airport or to other airports in the region while each area on the Airport is under construction.

The loss of aircraft parking spaces may be perceived as adverse because it reduces the overall capacity at the Airport; however, it would not result in an incompatible land use or conflict with any applicable land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. The Airport is committed to maintaining general aviation uses; however, there are no requirements that establish a minimum or maximum amount of general aviation. JWA would continue to serve general aviation uses. The aircraft are accommodated on the Airport through lease agreements, which have established expiration dates or provisions for cancelation of the lease. The improvements would be phased, allowing additional time for aircraft owners to make other accommodations. Currently, both Fullerton Municipal Airport and Long Beach Airport have sufficient capacity to accommodate the displaced aircraft. Therefore, the reduction in the overall number of aircraft based at JWA would not result in a significant environmental impact. No mitigation measures are required for on-site land uses.

None of the cumulative projects would have impacts of the same nature as those discussed above; therefore, the potential for a cumulative on-site or policy impact is less than significant.
For the reasons described above, the Board hereby finds the Project Proposed for Approval would not conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project adopted for the purpose of avoiding or mitigating an environmental effect; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although minimization measures are not identified as mitigation measures, the County does include them in the MMRP to ensure implementation tracking. The following minimization measure is identified in Final EIR 627.

**MN LU-1** In conjunction with the review of development construction plans for facilities adjacent to 3000 Airway Avenue, Costa Mesa, California, the applicant shall ensure, and the JWA Deputy Airport Director, Facilities, or designee, shall verify, that secured gate access used to facilitate the movement of cargo and other items into and out of the Airport is maintained for an adequate connection to Perimeter Road. The precise location and configuration of the gate may be modified within this parcel but the function of the gate shall not be compromised.

**Policy Consistency Analysis**

Final Program EIR 627 evaluated consistency with policies of the *Airport Environments Land Use Plan for John Wayne Airport* ("AELUP"), the *2016–2040 Regional Transportation Plan/Sustainable Communities Strategy*, the *Orange County General Plan*, and the General Plans of the jurisdictions immediately adjacent to the Airport (cities of Newport Beach, Irvine, and Costa Mesa). It should be noted, the cities of Newport Beach and Costa Mesa have been identified as responsible agencies. The City of Irvine does not have jurisdiction over any component of the Project Proposed for Approval; therefore, the analysis of the City of Irvine General Plan policies is provided in the Final Program EIR for informational purposes and was not used for the basis of making a determination of a significant impact.

The AELUP, the *Orange County General Plan*, and the *City of Newport Beach General Plan* have incorporated the 1985 Master Plan 65 CNEL noise contours as the Policy Implementation Line ("PIL") for assessing land use compatibility. Although this contour is larger than the existing 65 CNEL contour, it is the basis of the Settlement Agreement, as amended. Final Program EIR 627 did identify there would be additional residences in the 65 to 70 CNEL contour when compared to the Baseline (2016) contour (see Section 7.1 of these Findings). However, the noise contours for the Baseline (2016) Plus Project Proposed for Approval does not exceed the policy implementation line for JWA. Therefore, the Project Proposed for Approval is consistent with the policies of the AELUP and the Orange County and City of Newport Beach General Plans. The Final Program EIR also identified that these homes either have avigation easements or are included in the area covered by the Acoustical Insulation Program ("AIP") approved in conjunction with the 1985 Master Plan.

No policy inconsistencies were identified with the City of Costa Mesa General Plan or the 2016-2040 RTP/SCS.

No significant impacts were identified and no mitigation measures are required.
5.7 NOISE

5.7.1 FINDING

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative noise impacts associated with the below-mentioned thresholds:

Threshold 4.7-1 Would the Project expose persons to or generate noise levels in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies?

Threshold 4.7-2 Would the Project result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

Threshold 4.7-3 Would the Project result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?

Threshold 4.7-4 Would the Project expose people residing or working within an airport land use plan area to excessive noise levels?

5.7.2 FACTS IN SUPPORT OF FINDINGS

Threshold 4.7-1, Threshold 4.7-2, and Threshold 4.7-4

To determine the incremental increase in noise attributable to the Project Proposed for Approval, the noise analysis contained in Final Program EIR 627 compared the Baseline (2016) noise contours and applied the Project Proposed for Approval 2026 general aviation fleet mix and operations (i.e., an existing condition compared to existing plus project evaluation).

The analysis was conducted using the required FAA AEDT model for estimating aircraft noise. AEDT requires the input of the physical and operational characteristics of the airport. Physical characteristics include runway coordinates, airport altitude, and temperature, and optionally, topographical data. Operational characteristics include various types of aircraft data. This includes not only the aircraft types and flight tracks, but also departure procedures, arrival procedures and stage lengths (flight distance) that are specific to the operations at the airport.

As outlined in Final Program EIR 627 Section 4.7 and the John Wayne Airport General Aviation Improvement Program Noise Analysis Technical Report [Appendix H], the key assumptions for the noise modeling include:

- The percentage of day, evening, and night distribution of future aircraft operations would be consistent with the percentage of existing operations.
- The total yearly commercial carrier operations (number of flights and fleet mix) for the Baseline (2016) plus No Project and the Baseline (2016) plus Project Proposed for
Approval, are the same because the Project Proposed for Approval would not modify existing or future commercial carrier operations approved as part of the 2014 Settlement Agreement Amendment. The operations and fleet mix for the Project Proposed for Approval were developed based on the Orange County/John Wayne Airport (JWA) General Aviation Improvement Program (GAIP) Based Aircraft Parking—Capacity Analysis and General Aviation Constrained Forecasts (April 3, 2018), provided as Appendix D to the Final Program EIR.

- The flight tracks and runway use developed for the Baseline (2016) condition has been used for the Project Proposed for Approval. Runway use at JWA is based on aircraft size with commercial aircraft and large jets using Runway 20R and smaller general aviation aircraft primarily using Runway 20L.

Using the AEDT model output, the specific CNEL values at each NMS for the Baseline (2016) and the Baseline (2016) Plus Project Proposed for Approval scenario was developed and the incremental change in noise levels between the Baseline (2016) and the Project Proposed for Approval were calculated. Impacts were then assessed. Consistent with State standards used for establishing a regional level of land use compatibility between airports and their surrounding environs, the 65 CNEL was used for assessing when potential compatibility impacts with noise sensitive uses would occur.

The County of Orange aircraft noise increase significance thresholds were used to assess the potential for a significant project-related impact. Using the County’s aircraft noise increase significance threshold, a sensitive receptor with noise exposures exceeding 65 CNEL with the project will be considered significantly impacted if the noise level with the project increases by 1.5 dB or more over the existing noise exposure. Sensitive receptors with noise exposures between 60 and 65 CNEL will be considered significantly impacted if the noise level with the project is 3.0 dB or more than the existing noise level. Sensitive receptors with noise exposures between 45 and 60 CNEL will be considered significantly impacted if the noise level with the project is 5.0 dB or more than the existing noise level.

**Project Impacts**

Final Program EIR 627 quantified the aviation noise levels at each NMS for the Project Proposed for Approval. NMS 1S, 2S, 3S, located in the Santa Ana Heights community in the City of Newport Beach, and NMS 8N, located in the City of Irvine, all have noise levels above 65 CNEL in the Baseline (2016) the Baseline Plus No Project, and the Baseline Plus Project Proposed for Approval scenarios. However, NMS 8N is located in a commercial area with no nearby noise sensitive uses. The greatest increase is a 0.17 CNEL increase at NMS 3S.

To assess the potential for a significant impact based on the thresholds (discussed above), the change in future noise values compared to the Baseline (2016) conditions were calculated because this represents the increased noise that would be attributable to the Project Proposed for Approval. At all the NMS, the change in CNEL value compared to the Baseline (2016) was substantially less than the significance threshold.
The Project Proposed for Approval does provide for construction of on-site office space and a flight school, which would be required to meet the interior noise criteria as specified in the Noise Element and Land Use/Noise Compatibility Manual. This requirement is contained in SC NOI-1.

Changes in traffic patterns caused by the Project Proposed for Approval would result in a slight increase in traffic noise levels along the roadways on the west side of the Airport and a slight decrease in traffic noise levels on the east side of the Airport. Changes in CNEL traffic noise levels along roadways in the vicinity of JWA were calculated using the traffic volumes provided in the Traffic Impact Analysis (Appendix I to Final Program EIR 627). The greatest changes in the noise levels attributable to changes in traffic volumes is projected to be an increase of 0.4 dB on Paularino Avenue between Red Hill Avenue and Airway Avenue. This increase in noise level would not be detectable to an average person. Additionally, this segment of roadway is a low volume roadway (4,000 average daily trips in the Baseline condition); therefore, roadway noise would not be substantial, and there are no adjacent noise-sensitive land uses. Impacts associated with traffic noise levels would be less than significant.

**Cumulative Impacts**

Final Program EIR 627 evaluated cumulative noise impacts. Because of the way noise levels are combined, in order for two noise sources to result in a cumulative impact, the noise levels generated by the sources need to generate similar noise levels that are just below or exceeding an applicable noise standard, 65 CNEL for residences. Two noise sources generating equal noise levels will result in a cumulative noise level 3 dB greater than the level from only one of the sources. Therefore, the noise levels from two individual sources would need to be within 3 dB of the standard for a cumulative impact to be possible. If the noise levels from two sources differ by 10 dB or more, the cumulative noise level is the same as the louder noise source. The noise levels must be within 4 dB of each other for the cumulative noise level to be 1.5 dB greater than the loudest noise level. These facts considerably limit the situations where cumulative noise impacts could occur.

The cumulative projects that would contribute to a change in the noise environment at the JWA are the FAA’s SoCal Metroplex project and the 2014 John Wayne Airport Settlement Agreement Amendment. The final procedures in the Metroplex are still being evaluated by FAA; therefore, as discussed in the Final Program EIR it would be speculative to assume a flight path that differs from what was being used at the time the analysis was prepared. The cumulative analysis assumes the Phase 3 (2026 to 2030) operation of the commercial carriers consistent with the 2014 JWA Settlement Agreement Amendment and the 2026 general aviation projections associated with the Project Proposed for Approval. The noise analysis does take into account an increase in the use of aircraft in the Boeing 737-MAX and Airbus A320-MOE families based on the current aircraft orders reported by Boeing and Airbus in the U.S.

Similar to the project-level analysis, quantitative analysis for the cumulative conditions has been calculated for each NMS. NMS 1S, 2S, 3S, and 8N have noise levels above 65 CNEL in the Baseline (2016), the Cumulative No Project, and the Cumulative Project Proposed for Approval scenarios. As previously noted, NMS 8N is located in a commercial area with no nearby noise sensitive uses.

To assess the potential for a significant impact based on the thresholds (discussed above), the change in cumulative noise values compared to the Baseline (2016) conditions were calculated.
because this represents the increased noise that would be attributable to the cumulative conditions and the contribution of the Project Proposed for Approval to that incremental increase. At all the NMS, the change in CNEL value for the cumulative scenario compared to the Baseline (2016) was substantially less than the significance threshold. Additionally, a comparison of the data for the Project Proposed for Approval and the Future No Project Alternative, demonstrates that the majority of the change in noise levels in 2026 is associated the approved increase in commercial carrier operations provided for through the 2014 JWA Settlement Agreement Amendment. However, the change in noise level does not increase at a level greater than the significance threshold at any NMS even when comparing the 2026 cumulative noise levels (i.e., increase in commercial carrier operations and the GAIP operations) to the Baseline (2016) condition.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not (1) expose persons to or generate noise levels in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies; (2) result in a substantial permanent increase in ambient noise levels; and (3) expose people residing or working within an airport land use plan area to excessive noise levels. Therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although impacts are less than significant and no mitigation measures are required, Final Program EIR 627 did identify the following regulatory requirement and minimization measure to further reduce potential noise impacts. Regulatory requirements and minimization measures are not identified as mitigation measures; however, the County does include them in the MMRP to ensure implementation tracking. The following regulatory requirement and standard condition are identified in Final Program EIR 627.

**RR NOI-1** The Orange County Municipal Code Article 3 Section 2-1-30, General Aviation Noise Ordinance, prohibits nighttime general aviation operations that exceed the specified SENEL noise limit at each of the noise monitoring locations.

**SC NOI-1** Except when the interior noise level exceeds the exterior noise level, the applicant shall sound attenuate all nonresidential structures against the combined impact of all present and projected noise from exterior noise sources to meet the interior noise criteria as specified in the Noise Element and Land Use/Noise Compatibility Manual.

Prior to the issuance of any building permits, the applicant shall submit to the Manager, Building and Safety, an acoustical analysis report prepared under the supervision of a County-certified acoustical consultant which describes in detail the exterior noise environment and the acoustical design features required to achieve the interior noise standard and which indicates that the sound attenuation measures specified have been incorporated into the design of the project. (County Standard Condition N02)

**Threshold 4.7-3**

Construction activities would result in a temporary increase in ambient noise. Construction noise is related primarily to the use of heavy equipment. The analysis conducted in Final Program EIR 627 evaluated the noise associated with construction equipment in both stationary and mobile
modes. Construction activities are exempt from the quantitative limits of the Orange County Noise Ordinance provided the construction does not take place between the hours of 8:00 PM and 7:00 AM on weekdays, including Saturday, or at any time on Sunday or a federal holiday. However, due to FAA safety restrictions it is anticipated that some night construction would occur.

The Final Program EIR identifies the nearest sensitive land uses to the construction area for the Project Proposed for Approval is a new multi-story residential building on the south corner of Baker Street and SR-55. These residences are located about 1,760 feet from the nearest section of the construction zone. Existing commercial buildings are located between the Airport and the residential buildings, which provide attenuation to the construction noise. Based on this distance and the height of the intervening buildings, the worst-case mitigated peak ($L_{max}$) construction noise levels would be in the 44- to 59-dBA range at those residences on the east side of SR-55 for very short periods. The average noise levels are typically 5 to 15 dB lower than the peak noise levels. Average noise levels ($L_{eq}$) at the nearby residences could be in the range of 34 to 49 dBA. These noise levels are below the nighttime noise ordinance level (50 dBA) for the City of Costa Mesa, and the resultant noise levels are lower than existing ambient conditions in this area, which are about 65 dB CNEL. Therefore, noise from construction activities at the Airport for the Project Proposed for Approval would not impact the noise-sensitive land uses nearest to the proposed construction area.

The cumulative projects involving construction activities are expected to be completed prior to the initiation of construction of the Project Proposed for Approval. Additionally, due to the built-out nature of the area immediately surrounding the Airport, there is limited potential for other large construction projects that would result in cumulative construction noise impacts. Therefore, cumulative construction noise would be less than significant.

The increases in noise associated with operation (i.e., aviation activity) of the Project Proposed for Approval, is evaluated under Thresholds 4.7-1, 4.7-2, and 4.7-4.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity. Therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures.

### 5.8 TRANSPORTATION/TRAFFIC

### 5.8.1 FINDING

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative transportation/traffic impacts associated with the below-mentioned thresholds:

**Threshold 4.8-1** Would the Project conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to...
intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?

**Threshold 4.8-2** Would the Project conflict with an applicable congestion management program, including, but not limited to level of service standard and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

**5.8.2 FACTS IN SUPPORT OF FINDINGS**

**Threshold 4.8-1**

The traffic study area for the Project Proposed for Approval was identified in cooperation with the local jurisdictions surrounding the Airport (i.e., cities of Costa Mesa, Newport Beach, and Irvine). The analysis considers two study areas. The “primary study area” encompasses those intersections that are included in the peak hour impact analysis. The criteria for selecting this primary study area mirrors the significance criteria used for identifying Project impacts and includes those intersections that have a “measurable” change in traffic as defined by the performance criteria of the local jurisdiction (i.e., a peak hour ICU increase of more than 1.0 percent). The “secondary study area” is the area for which average daily traffic (“ADT”) data is presented and includes the roadway system surrounding the Airport. Because of the specific intersection selection, the primary study area is more focused than the secondary study area.

The quantitative traffic analysis conducted for the Project Proposed for Approval identified an overall reduction in the number of vehicle trips from general aviation activities accessing the Airport when compared to Baseline (2016). The reduction in general aviation vehicle trips is not proportional to the reduction in the number of annual operations because the lower number of aircraft operations in the future is offset by the higher average trip generation rates caused by the greater proportion of larger general aviation aircraft.

In addition to the change in trip generation rates, the traffic analysis also evaluated the redistribution of trips on the roadway network surrounding the Airport. Although in the Baseline (2016) condition, there are hangars and tie-downs on the west side of the Airport, the Project Proposed for Approval would redistribute some trips to the west side of the Airport because it would consolidate the activities of one of the full service FBO to the west side of the Airport. The analysis evaluated the change in AM and PM peak hours and ADT.

The traffic forecast data used to portray future cumulative conditions are taken from the traffic modeling forecasts prepared by the three cities in the project vicinity. They represent long range cumulative conditions rather than a specific year (for example the Irvine Transportation Analysis Model ["ITAM"] volumes are labeled as “post-2035" while the Costa Mesa forecasts are referred to as “2035”). Hence, the 2026 projections include cumulative projects plus other anticipated growth in each city, and growth in the region through traffic on those roadways that serve regional and local traffic.

The Intersection Capacity Utilization (“ICU”) analysis identified that in the future year (2026), all Project intersections would be operating at a satisfactory level of service (“LOS”) D or better,
which is the threshold used by the local jurisdictions. The highest contribution by the Project Proposed for Approval to any ICU value is 0.01 and the change in traffic volumes does not result in an exceedance of the LOS D performance criteria. Therefore, the Project Proposed for Approval does not have any significant impacts at the study intersections.

An analysis of the vehicle miles traveled (“VMT”) was also conducted. The VMT analysis is not specific to a defined study area but estimates the overall change in VMT caused by trips generated by the Project Proposed for Approval. Measures include the absolute change in VMT and the change in VMT per capita. The latter recognizes that VMT will increase with increasing population in a region, and the analysis thereby evaluates whether any increase in VMT is higher or lower than the increase in population in the area being considered. The analysis identified, when compared to the No Project scenario, there would no change in VMT in the 2016 Plus Project scenario and a nominal reduction compared to the 2026 scenarios. Therefore, the Project Proposed for Approval would not result in a substantial increase in regional VMT.

The short-term traffic construction impacts were also evaluated. The analysis evaluated each of the primary construction phases. When multiple tasks are included in a phase, the highest number of construction trips are used in this analysis. In cases where the construction involves facilities such as T-hangars and box-hangars, the use of the construction trip rates for office/industrial land use probably overestimates the trips for these facilities, since they have considerably less structural and architectural components than the office and FBO facilities.

The highest number of construction trips with the Project Proposed for Approval occurs in Phase 13 and comprises 82 daily vehicle trip ends, with 15 in the AM peak hour and 9 in the PM peak hour. For the west side, the peak-hour construction trip generation is considerably less than the general aviation trips calculated (44 and 42 in the AM and PM, respectively). The full allocation of west side general aviation trips would not occur until the facilities are completed, so at no time would the construction trips be additive to the long-term operational trips. Hence, any potential impacts due to construction traffic would be less than those addressed as part the general aviation traffic impact analysis. Therefore, the peak hour construction trips will not cause the LOS for any area intersections or road segments to become deficient, and therefore the Project’s construction-related traffic impacts are less than significant.

For the east side, the construction trips would be additive to the background traffic. However, it must be noted that an early construction phase is the construction of the Full Service West FBO, after which some functions currently on the east side of the Airport would be relocated to the new facility. The currently split (partial operations on northeast and northwest sides) Full Service FBO will have all activities moved to the west side and some of the existing trips accessing the Airport on the east side would then access on the west side, thereby reducing the trips on the east side roadway network. Hence, the construction traffic on the east side would be compensated for by the reduction in general aviation traffic due to relocation of FBO facilities to the west side. Since the construction traffic is less than the relocated FBO traffic, the result is no net increase in traffic on the east side. Construction impacts on the circulation network would be less than significant.

Final Program EIR 627 also evaluated the effects of the displacement of Aircraft. Under existing conditions 49 percent of the total general aviation operations are from based aircraft (versus transient aircraft). The Project Proposed for Approval would result in approximately
210 weekday vehicle trips related to displaced aircraft. Using the average trip distance for JWA-related general aviation trips of 15.25 miles, displaced aircraft under the Project Proposed for Approval result in a weekday VMT of 3,202 (210 trips times 15.25 miles). This number of VMT was compared to total regional VMT to assess the likelihood of an impact on the regional circulation network. The added VMT for the Project Proposed for Approval represents an increase of 0.0021 percent. This increase would have a negligible impact on the region's traffic, and the impact is considered less than significant.

The Final Program EIR evaluated the potential impacts on mass transit and non-motorized travel. Bus Routes 76 and 212 serve the JWA commercial terminal, Route 71 provides service along Red Hill Avenue, and Route 178 provides service along Birch Street. The Project Proposed for Approval would not interfere with any of these routes because improvements are mostly internal to the Airport. The only potential element of the improvements that would extend into public right-of-way would be the improvements at the two intersections on Campus Drive. This would not cause interference with the bus routes because there are no routes along Campus Drive. As noted, the Campus Drive/Quail Street improvements would be internal to the Airport and the curb line would not change.

No designated bike routes on Campus Drive would be impacted during construction. The sidewalk on the west side of Campus Drive ends at the Quail Street/Campus Drive intersection. Therefore, pedestrians would be directed to the east side of the street, thereby minimizing potential conflict with pedestrians. The vehicle trip estimates for the Project Proposed for Approval do not assume any use of public transit, but these bus routes do provide a transit mode option, particularly for general aviation workers. Impacts would be less than significant and no mitigation is required.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation. Therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although impacts are less than significant and no mitigation measures are required, Final Program EIR 627 did identify the following standard condition as applicable to the implementation of roadway improvements (i.e., Campus Drive and Quail Street and the Full Service FBOs on the east side of the Airport). Standard conditions are not identified as mitigation measures; however, the County does include them in the MMRP to ensure implementation tracking. The following standard condition is identified in Final Program EIR 627.

**SC TRA-1** Prior to the issuance of any grading permits, the applicant shall provide adequate sight distance per Standard Plan 1117 at all street intersections, in a manner meeting the approval of the Manager, OC Infrastructure/Traffic Engineering. The applicant shall make all necessary revisions to the plan to meet the sight distance requirement such as removing slopes or other encroachments from the limited use area in a manner meeting the approval of the Manager, Building and Safety. (County Standard Condition of Approval T10)
Threshold 4.8-2

The study intersections evaluated in Final Program EIR 627 were identified because the GAIP had the potential to result in “measurable” change in traffic as defined by the performance criteria of the local jurisdiction. None of the six study area intersections are designated Congestion Management Plan (“CMP”) intersections, and none of the roadways adjacent to the Airport are part of the CMP Highway System. The closest CMP facility (i.e., roadway or intersection) is Jamboree Road located approximately 0.75 mile to the east of the Airport in the cities of Irvine and Newport Beach. Therefore, the Board hereby finds that the Project Proposed for Approval would not conflict with the CMP and no mitigation is required.

5.9 TRIBAL CULTURAL RESOURCES

5.9.1 FINDING

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative tribal cultural resources impacts associated with the below-mentioned thresholds:

Threshold 4.9-1 Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1 (k), or

ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?

5.9.2 FACTS IN SUPPORT OF FINDINGS

Threshold 4.9-1

The Native American Heritage Commission (“NAHC”) conducted a Sacred Lands File (“SLF”) search for the Airport area. The search failed to identify any sacred places or objects with cultural value to a California Native American tribe on the Airport property. Consistent with requirements of AB 52, the County of Orange sent letters to tribes that have expressed an interest in being consulted regarding Native American resources for the projects being undertaken in unincorporated Orange County. Based on the response, the County initiated consultation with the Gabrielino Band of Mission Indians – Kizh Nation.
The Airport Project site lies within an area where ancestral territories of Kizh Gabrielino Tribe villages adjoined and overlapped, at least during the Late Prehistoric (before European contact) and Protohistoric Periods (Post-contact). Mr. Salas recommended that a certified Native American monitor be onsite during ground disturbing activities.

For purposes of impact analysis, a tribal cultural resource is considered a site, feature, place, cultural landscape, sacred place, or object which is of cultural value to a California Native American Tribe and is either eligible for the California Register of Historic Resources (“CRHR”) or a local register. A recorded archaeological site (CA-ORA-1223) is located approximately $\frac{1}{3}$ mile south of the Airport in a developed area. The site will not be affected by the Project Proposed for Approval. Given the disturbed nature of the site, impacts on tribal cultural resources listed or eligible for listing on the CRHR are not expected. The County of Orange does not have a local listing.

Although tribal cultural resources impacts are site-specific with regard to any given resource (e.g. resources of important cultural value to Native Americans), impacts may be considered cumulative simply because they relate to the loss of tribal cultural resources in general over time throughout the region. Cumulative development associated with regional growth (i.e., development off Airport property) would have similar potential for impacts to unknown resources. However, each of these development proposals would undergo environmental review and would be subject to similar resource protection requirements as determined by the local lead agency.

For the reasons described above, the Board hereby finds the Project Proposed for Approval would not cause a substantial adverse change in the significance of a tribal cultural resource; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although the Project Proposed for Approval is not expected to result in significant direct or cumulative impacts to tribal cultural resources, and mitigation is not required, the following minimization measure is included in Final Program EIR 627 to further reduce the potential for an impact to currently unknown tribal cultural resources should construction extend into native soil.

**MN TCR-1**  **Tribal Cultural Resources Observation and Salvage.** Prior to the issuance of any grading permit in which native soil is disturbed, the applicant shall provide written evidence to the Manager, Permit Services, that a Native American monitor has been retained to observe grading activities in native sediment and to salvage and catalogue tribal cultural resources as necessary. The Native American monitor, which shall be a representative of a tribe with ancestral connection to the land, shall be present at the pre-grade conference, shall establish procedures for tribal cultural resource surveillance, and shall establish, in cooperation with the County, procedures for temporarily halting or redirecting work to permit the sampling, identification, and evaluation of the tribal cultural resource as appropriate. If the tribal cultural resources are found to be significant, the Native American observer shall determine appropriate actions, in cooperation with the County for exploration and/or salvage.
5.10 UTILITIES AND SERVICE SYSTEMS

5.10.1 FINDING

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative utilities and service system impacts associated with the below-mentioned thresholds:

Threshold 4.10-1 Would the Project exceed the wastewater treatment requirements of the applicable Regional Water Quality Control Board (“RWQCB”)?

Threshold 4.10-2 Would the Project require or result in the construction of new water or wastewater treatment facilities or the expansion of existing facilities, the construction of which could cause significant environmental impacts?

Threshold 4.10-3 Would the Project not have sufficient water supplies available to serve the Project from existing entitlements and resources, or new or expanded entitlements would be needed?

Threshold 4.10-4 Would the Project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project’s projected demand in addition to the provider’s existing commitments?

5.10.2 FACTS IN SUPPORT OF FINDINGS

Threshold 4.10-1 through Threshold 4.10-4

Wastewater

The majority of JWA is serviced by the Orange County Sanitation District (“OCSD”) sewers. The area along the western boundary of JWA is served by sewer mains owned and maintained by the Costa Mesa Sanitation District (“CMSD”), which conveys flows to OCSD facilities for treatment. Wastewater treatment requirements under Order No. R8-2012-0035 have been issued by the Santa Ana RWQCB for the OCSD treatment plants to ensure that adequate levels of treatment would be provided for the wastewater flows emanating from all land uses within its service area.

The new, reconstructed and/or reconfigured general aviation facilities under the Project Proposed for Approval would have to comply with the wastewater regulations and requirements of OCSD and/or CMSD in order to obtain sewer service. This would include design and construction of sewer system connections; installation of required pretreatment equipment, pollution control facilities, spill containment facilities, accidental slug control plans, and/or monitoring/metering facilities; application for the necessary discharge permits; and compliance with CMSD and/or OCSD ordinances that have been developed to comply with the Statewide General Waste Discharge Requirements (“WDR”) for Sanitary Sewer Systems (Order No. 2006-0003-DWQ) and the Santa Ana Regional Water Quality Control Board (“RWQCB”) as the WDR
and National Pollutant Discharge Elimination System ("NPDES") Permit (Order No. R8-2012-0035).

The Project Proposed for Approval would result in a minimal increase in the number of people being served at the Airport. New facilities constructed under the Project Proposed for Approval would need to comply with the current building codes; therefore, older plumbing fixtures and appliances would be replaced with fixtures and appliances that comply with current code requirements. Water-efficient systems would offset the projected increase in wastewater generation. Thus, the wastewater generation under Project Proposed for Approval would not affect the ability of OCSD to serve the wastewater treatment demand generated by the increase in the number of persons at the site.

The Project Proposed for Approval would result in a limited increase in the average number of people using the Airport on an average day, resulting in a nominal increase in water demand and wastewater generation. A review of the cumulative projects indicates that only the 2014 Settlement Agreement Amendment would result in an increased demand for water and wastewater generation. As part of the analysis and coordination with OCSD conducted for the Settlement Agreement Amendment, it is estimated that under the 1990 Service Agreement between JWA and the OCSD, there is capacity to serve approximately 12.96 million annual passengers ("MAP"). Therefore, cumulative impacts associated with wastewater treatment requirements or capacity would be less than significant.

**Water Resources**

The Mesa Water District provides potable (domestic) water service to JWA and has been identified in the District’s 2015 *Urban Water Management Plan* ("UWMP") as one of the major regional facilities in the service area. The increase in water demand under the Project Proposed for Approval would be minimal and could be serviced within the water supplies outlined in the UWMP. Similar to wastewater, water-efficient appliances, plumbing fixtures, and landscape irrigation systems installed in new construction would offset those in existing older buildings, in compliance with the CALGreen Code and the County’s Landscape Water Use Standards (RR UTL-2). Thus, the Project Proposed for Approval would not create substantial demands for water nor require the construction of new water treatment facilities or expansion of existing facilities. Existing distribution water lines on site may be removed and new ones constructed to serve new buildings in accordance with Mesa Water regulations (RR UTL-3), but service connections and water mains would remain.

Mesa Water District, through the development of the UWMP, has demonstrated they have sufficient capacity to meet sufficient water supplies available to serve cumulative development during normal, dry and multiple dry years. Less than significant impacts are expected.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not (1) exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board; (2) require construction of new water or wastewater treatment facilities or the expansion of existing facilities; (3) exceed water supplies available to serve the Project from existing entitlements; nor (4) exceed the wastewater treatment provider capacity to serve the project’s projected demand in addition to the provider’s existing commitments. Therefore, direct and cumulative impacts would be less than significant without the implementation of
mitigation measures. Although no significant impacts have been identified and regulatory requirements are not identified as mitigation measures; the County does include them in the MMRP to ensure implementation tracking. The following regulatory requirements are identified in Final Program EIR 627.

RR UTL-1 In conjunction with the development of the GAIP projects, building plans and site improvement plans shall show compliance with pertinent regulations of CMSD and/or OCSD related to sewer system connections, installation of on-site facilities for industrial dischargers and food service establishments (e.g., pretreatment equipment, pollution control facilities, spill containment facilities, accidental slug control plans, and monitoring/metering facilities), as well as obtain the necessary discharge permits and comply with the discharge limits, prohibitions, monitoring and reporting, inspection and sampling, and other provisions of the permit. Compliance shall be in a manner meeting the approval of the Manager, Building and Safety compliance prior to issuance of any building permit.

RR UTL-2 In conjunction with the development of the GAIP projects, building plans and site improvement plans shall demonstrate compliance with applicable non-residential mandatory measures in the California Green Building Standards Code (CALGreen Code) and the County’s Landscape Water Use Standards in a manner meeting the approval of the Manager, Building and Safety compliance prior to issuance of any building permit.8

RR UTL-3 In conjunction with the development of the GAIP projects, new or modified water service to the site shall comply with Mesa Water District’s rules and regulations, including design and construction of connections and water facilities, payments for service, conditions for service, and compliance with its permanent and emergency water conservation programs that outline water waste prohibitions, escalating water restrictions under water supply shortage conditions and other general provisions.

5.11 WATER QUALITY

5.11.1 FINDING

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative water impacts associated with the below-mentioned thresholds:

8 CALGreen Appendix A4 contains the voluntary measures (Tier 1 and Tier 2) that were developed to provide a statewide method of enhancing green construction practiced beyond the Code’s minimum levels. It should be noted, although RR UTL-2 identifies compliance with the California Green Building Standards Code, the John Wayne Airport Climate Action Plan requires fixed based operators and vendors to meet stringent energy efficiency requirements equivalent of CalGreen Tier 1 and Envision Gold or higher for applicable components of GAIP facilities. This requirement is identified in the consistency evaluation with the CAP, provided in Table 4.4-10, item E-11 (included in Section 4.4, Greenhouse Gas Emissions).
Threshold 4.11-1  Would the Project violate any water quality standards or waste discharge requirements?

Threshold 4.11-2  Would the Project create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?

Threshold 4.11-3  Would the Project otherwise substantially degrade water quality?

5.11.2 FACTS IN SUPPORT OF FINDINGS

Threshold 4.11-1 through Threshold 4.11-3

Short-Term Construction Impacts

Demolition and construction activities associated with implementation of the Project Proposed for Approval would generate pollutants that may enter storm water runoff and downstream water bodies. Construction site runoff would flow into adjacent catch basins and storm drainage lines and would contribute to pollutants in the storm water, if not treated. Compliance with regulatory requirements and standard conditions would require construction contractors to obtain coverage under the NPDES Construction General Permit for sites of one acre or more. This permit requires the discharger to prepare and implement a Storm Water Pollution Prevention Plan ("SWPPP"), which must include erosion-control and sediment-control Best Management Practices ("BMPs"), wind and water tracking controls, hazardous material management practices, and other site-management BMPs that would meet or exceed measures required by the determined risk level of the Construction General Permit. Contractors on sites less than one acre would still need to prepare a SWPPP that would also prevent and/or minimize pollutants on storm water runoff.

Compliance with RR WQ-1, SC WQ-1 through SC WQ-4, and SC WQ-6, listed below, would ensure that demolition and construction activities for the Project Proposed for Approval do not violate water quality standards or substantially degrade water quality. Short-term construction impacts on water quality would be less than significant, and no mitigation is required.

The cumulative projects identified on the Airport would not be under construction concurrent with the GAIP improvements; therefore, they would not contribute to construction-related water quality impacts. Construction of other projects outside the Airport but within the Newport Bay watershed, together with the proposed GAIP projects, would have the potential to result in cumulative impacts on water quality. However, implementation of BMPs listed in individual SWPPPs, which are required for coverage under the NPDES Construction General Permit would reduce storm water pollutants during demolition and construction activities to less than significant levels. This condition would apply to all significant construction projects in the watershed.
Long-Term Operational Impacts

The Project site is largely paved and would remain paved with the Project Proposed for Approval. Although no substantial increase in the extent of impervious surfaces would occur and no substantial change in the volume of runoff would be generated at the Airport, additional structural treatment controls would be required. FBO and maintenance areas of the Airport operate under the NPDES Industrial General Permit; and other areas operate under the Orange County municipal separate storm sewer system ("MS4"). Under the MS4 permit, the Project Proposed for Approval would be considered a Priority Redevelopment Project because it proposes redevelopment or replacement of 5,000 square feet or more of impervious surface.

As part of the Industrial General Permit requirements, JWA has prepared and implements a SWPPP and a Monitoring Implementation Plan ("MIP"). The SWPPP is designed to identify potential sources of pollutants and work practices and management procedures that are implemented to minimize pollutants from entering the storm water. Under the MS4 permit, a Conceptual or Preliminary Water Quality Management Plan ("WQMP") and a final Project WQMP would be required. All elements of the Project Proposed for Approval would need to comply with applicable federal, state, and local requirements. The Project Proposed for Approval would not violate water quality standards or waste discharge requirements, create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff, or otherwise substantially degrade water quality. Impacts would be less than significant.

For cumulative long-term operational impacts, the existing BMPs and other practices that are implemented at the Airport would continue to be implemented as part of the MS4 Permit regulations and the Industrial General Permit for the Airport and in compliance with pertinent County Code regulations. These would apply to the GAIP and other Airport projects. Cumulative projects in the watershed, but off Airport property, would also be required to comply with the MS4 Permit issued for new development and major redevelopment projects. Should, as part of the regional growth, other industrial uses be proposed, industrial dischargers would also have to obtain coverage under the Industrial General Permit and comply with the applicable requirements to protect water quality. Therefore, cumulative adverse impacts related to water quality would be less than significant, and no mitigation is required.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not (1) violate water quality standards or waste discharge requirements; (2) result in runoff water that would exceed the capacity of existing storm water drainage systems or provide substantial additional sources of polluted runoff; nor (3) substantially degrade water quality. Therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although regulatory requirements and standard conditions are not identified as mitigation measures; the County does include them in the MMRP to ensure implementation tracking. The following regulatory requirement and standard conditions are identified in Final Program EIR 627.

**RR WQ-1** If groundwater is encountered during ground disturbance activities at JWA, the contractor shall provide evidence to the County that it has applied for coverage under Order No. R8-2015-0004 for the disposal of acceptable construction dewatering discharges to the local storm drainage system, through the
submission of a copy of the completed Notice of Intent for the project and Santa Ana Regional Water Quality Control Board’s (“RWQCB’s”) Discharge Authorization Letter. The contractor shall comply with the discharge prohibitions; conduct groundwater testing to show the discharge would not exceed the set effluent limitations and applicable surface water limitations, including the provision of needed facilities and systems of treatment and control to meet the limitations; and implement a monitoring and reporting program.

If the proposed discharge is not eligible for coverage under this Order, an individual National Pollutant Discharge Elimination System (“NPDES”) permit shall be obtained. The contractor shall provide a copy of the NPDES permit to the Orange County Building and Safety Division and implement the conditions of approval during construction dewatering activities.

**SC WQ-1**

Prior to the issuance of any grading or building permits, the applicant shall submit for review and approval by the Manager, Building and Safety, a Water Quality Management Plan (“WQMP”) specifically identifying Best Management Practices (“BMPs”) that will be used on site to control predictable pollutant runoff. The applicant shall utilize the Orange County Drainage Area Management Plan (“DAMP”), Model WQMP, and Technical Guidance Manual for reference, and the County’s WQMP template for submittal. This WQMP shall include the following:

- Detailed site and project description
- Potential storm water pollutants
- Post-development drainage characteristics
- Low Impact Development (“LID”) BMP selection and analysis
- Hydromodification Control BMP selection and analysis
- Structural and Non-Structural source control BMPs
- Site design and drainage plan (BMP Exhibit)
- Geographic Information Systems (“GIS”) coordinates for all LID and Treatment Control BMPs
- Operation and Maintenance (“O&M”) Plan that (1) describes the long-term operation and maintenance requirements for BMPs identified in the BMP Exhibit; (2) identifies the entity that will be responsible for long-term operation and maintenance of the referenced BMPs; and (3) describes the mechanism for funding the long-term operation and maintenance of the referenced BMPs

The BMP Exhibit from the approved WQMP shall be included as a sheet in all plan sets submitted for plan check, and all BMPs shall be depicted on these plans. Grading and building plans must be consistent with the approved BMP exhibit. (County Standard Condition WQ01)
SC WQ-2 Prior to the issuance of a certificate of use and occupancy, the applicant shall demonstrate compliance with the County’s NPDES Implementation Program in a manner meeting the satisfaction of the Manager, Orange County (“OC”) Inspection, including:

- Demonstrate that all structural Best Management Practices (“BMPs”) described in the BMP Exhibit from the project’s approved WQMP have been implemented, constructed, and installed in conformance with approved plans and specifications
- Demonstrate that the applicant has complied with all non-structural BMPs described in the project’s WQMP
- Submit for review and approval an Operations and Maintenance (“O&M”) Plan for all structural BMPs (the O&M Plan shall become an attachment to the WQMP)
- Demonstrate that copies of the project’s approved WQMP (with attached O&M Plan) are available for each of the initial occupants
- Agree to pay for a Special Investigation from the County of Orange for a date twelve (12) months after the issuance of a Certificate of Use and Occupancy for the project to verify compliance with the approved WQMP and O&M Plan
- Demonstrate that the applicant has RECORDED one of the following:
  1. The covenants, conditions, and restrictions (“CC&Rs”) (that must include the approved WQMP and O&M Plan) for the project’s Home Owner’s Association
  2. A water quality implementation agreement that has the approved WQMP and O&M Plan attached
  3. The final approved Water Quality Management Plan (“WQMP”) and Operations and Maintenance (“O&M”) Plan

(SC WQ-3) Prior to the issuance of any grading or building permits, the applicant shall demonstrate compliance with California’s General Permit for Stormwater Discharges Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number or other proof of filing in a manner meeting the satisfaction of the Manager, Permit Intake. Projects subject to this requirement shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). A copy of the current SWPPP shall be kept at the project site and be available for County review on request. (County Standard of Approval WQ04)

SC WQ-4 Prior to the issuance of any grading or building permit, the applicant shall submit an Erosion and Sediment Control Plan (ESCP) in a manner meeting approval of
the Manager, Permit Intake, to demonstrate compliance with the County’s NPDES Implementation Program and state water quality regulations for grading and construction activities. The ESCP shall identify how all construction materials, wastes, grading or demolition debris and stockpiles of soil, aggregates, soil amendments, and other on-site materials shall be properly covered, stored, and secured to prevent transport into local drainages or coastal waters by wind, rain, tracking, tidal erosion, or dispersion. The ESCP shall also describe how the applicant will ensure that all BMPs will be maintained during construction of any future public rights-of-way. The ESCP shall be updated as needed to address the changing circumstances of the project site. A copy of the current ESCP shall be kept at the project site and be available for County review on request. (County Standard of Approval WQ05)

SC WQ-5 Prior to the issuance of building permits for any tank or pipeline, the uses of said tank or pipeline shall be identified, and the applicant shall submit a Chemical Management Plan in addition to a WQMP with all appropriate measures for chemical management (including, but not limited to, storage, emergency response, employee training, spill contingencies, and disposal) in a manner meeting the satisfaction of the Manager, Permit Intake, in consultation with the Orange County Fire Authority, the Orange County Health Care Agency and wastewater agencies, as appropriate, to ensure implementation of each agency’s respective requirements. A copy of the approved “Chemical Management Plans” shall be furnished to the Manager, OC Inspection, prior to the issuance of any Certificates of Use and Occupancy. (County Standard of Approval WQ06)

SC WQ-6 For industrial facilities subject to California’s General Permit for Stormwater Discharges Associated with Industrial Activity as defined by Standard Industrial Classification (“SIC”) Code.

Prior to grading or building permit close-out and/or the issuance of a certificate of use and occupancy, the applicant shall demonstrate that compliance with the permit has been obtained by providing a copy of the Notice of Intent (“NOI”) submitted to the State Water Resources Control Board and a copy of the notification of the issuance of a Waste Discharge Identification (“WDID”) Number or other proof of filing to the satisfaction of the Manager, OC Inspection. (County Standard of Approval WQ07)

Alternatively, the facility may provide documentation to be added to the Airport’s existing SWPPP and demonstrate the BMPs implemented by the facility meet the requirements of the Industrial General Permit.
6.0 **Significant Effects that Can be Feasibly Mitigated to Below Significance**

The following potentially significant environmental impacts were analyzed in the Final Program EIR and the effects of the Project Proposed for Approval were considered. Compliance with existing laws, codes and statutes and the imposition of feasible mitigation measures and development requirements have reduced potential Project direct and cumulative impacts to a level considered less than significant as determined by the County in accordance with CEQA. Therefore, as set forth in detail below, the Board of Supervisors, in accordance with Section 21081(a)(1) of CEQA and Section 15091(a)(1) of the State CEQA Guidelines, makes the finding that, with respect to each of the impact areas described in this Section 6.0, changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

6.1 **Air Quality**

Threshold 4.2-2 Would the Project violate any air quality standard or contribute substantially to an existing or projected air quality violation?

Threshold 4.2-3 Would the Project result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?

6.1.1 **Significant Effects**

Implementation of the Project would exceed established air quality standards during construction resulting in a potentially significant impact; however, implementation of a mitigation measure discussed below would reduce the impact to less than significant.

6.1.2 **Findings**

Based on the facts in support set forth below, the Board adopts the following CEQA Finding:

**Threshold 4.2-2** With implementation of MM AQ-1, changes or alterations have been required in, or incorporated into, the Project Proposed for Approval, which mitigate or avoid the significant effects from construction air emissions on the environment to a less than significant level.

**Threshold 4.2-3** With implementation of MM AQ-1, changes or alterations have been required in, or incorporated into, the Project Proposed for Approval, which mitigate or avoid the significant effects from construction air emissions on the environment to a less than significant level.
6.1.3 FACTS IN SUPPORT OF FINDINGS

Threshold 4.2-2 and 4.2-3

Construction Emissions

Construction emissions were calculated using the California Emissions Estimator Model ("CalEEMod", Version 2016.3.2). CalEEMod is a computer program accepted by the SCAQMD that can be used to estimate criteria pollutant and GHG emissions associated with land development projects in California. CalEEMod has separate databases for specific counties and air districts. The Orange County database was used for the proposed Project. CalEEMod defaults were used for equipment and trip generation data. The CalEEMod calculations incorporate the emission reductions associated with SCAQMD’s Rules 402, 403, and 1113, which are listed in Final Program EIR 627 as RR AQ-1 and RR AQ-2.

The air quality analysis in Final Program EIR 627 discloses that the quantitative emissions during construction would exceed the daily mass significance thresholds for NO\textsubscript{X} established by the SCAQMD for the SoCAB prior to implementation of mitigation. All other criteria pollutants would be below both the SCAQMD mass regional significance thresholds. It should be noted, all criteria pollutants, including NO\textsubscript{X} would be below the SCAQMD localized significance thresholds.

To reduce maximum daily construction NO\textsubscript{X} emissions from the Project Proposed for Approval to less than significant, MM AQ-1, which requires construction equipment to meet or exceed the USEPA’s Tier 4 off-road emissions engine standards, must be implemented. With implementation of MM AQ-1, maximum daily construction emissions would be less than significant, as documented in Final Program EIR 627.

The cumulative air quality impacts analysis in the Final Program EIR is based on the guidance provided by SCAQMD that states projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. Projects that do not exceed the project-specific thresholds are generally not considered cumulatively significant. Although, prior to mitigation, the Project Proposed for Approval would contribute to a cumulatively considerable increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard (NO\textsubscript{X} is an ozone precursor), the net increase would be less than significant with implementation of MM AQ-1.

For the reasons described above, the Board hereby finds that the construction-related emissions associated with the Project Proposed for Approval would not violate air quality standard or substantially contribute, either directly or cumulatively, to an existing or projected air quality violation with implementation of mitigation.

Although significant impacts were not identified for VOCs, the County has incorporated MN AQ-1, which would further reduce the impacts associated with architectural coatings applied to the East and West Access Roads.

Regulatory requirements and minimization measures are not identified as mitigation measures; however, the County does include them in the MMRP to ensure implementation tracking.
Therefore, in addition to the mitigation measure (MM AQ-1) required to reduce the construction emissions to less than significant, the following regulatory requirements and minimization measures are also identified in Final EIR 627.

**RR AQ-1**
During construction, the developer shall comply with South Coast Air Quality Management District (“SCAQMD”) Rules 402 and 403, in order to minimize short-term emissions of dust and particulates. SCAQMD Rule 402 requires that air pollutant emissions not be a nuisance off site. SCAQMD Rule 403 requires that fugitive dust be controlled with the best available control measures so that the presence of such dust does not remain visible in the atmosphere beyond the property line of the emission source. This requirement shall be included as notes on the contractor specifications. Table 1 of Rule 403 prescribes the Best Available Control Measures that are applicable to all construction projects. The developer shall provide the Manager of Building & Safety, or designee, with an SCAQMD-approved Dust Control Plan or other sufficient proof of compliance with Rule 403, prior to issuance of a grading permit.

**RR AQ-2**
Architectural coatings shall be selected so that the volatile organic compound (“VOC”) content of the coatings is compliant with SCAQMD Rule 1113. This requirement shall be included as notes on the contractor specifications. The specifications for each project within the GAIP area shall be reviewed by the Manager of Building & Safety, or designee, for compliance with this requirement prior to issuance of a building permit.

**MN AQ-1**
JWA shall require architectural coatings applied to the East and West Access Roads be low VOC coatings. Specifically, JWA shall require the use of a paint for markings with less than 50 grams of VOC emissions per liter of paint.

**MM AQ-1**
JWA shall require heavy-duty, off-road, diesel-powered construction equipment to meet or exceed the USEPA’s Tier 4 off-road emissions engine standards during Airport construction in order to reduce construction-related NOx emissions.

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7.0 **SIGNIFICANT EFFECTS THAT CANNOT BE FEASIBLY MITIGATED TO BELOW SIGNIFICANCE**

The following section sets forth the significant unavoidable effects of the Project Proposed for Approval. For this significant unavoidable impact, the Board has determined that (1) even with compliance with existing laws, codes, and statutes and/or the identification or imposition of feasible mitigation measures, potentially significant impacts cannot be reduced to a level of less than significant or (2) no feasible mitigation measures or alternatives are available to mitigate the potentially significant impact. Therefore, for the significant unavoidable effect listed below, the County, in accordance with Section 21081 of CEQA and Section 15091 of the State CEQA Guidelines, makes one or more of the following findings:

**Finding 1** Changes or alterations have been required in, or incorporated into, the Project that mitigate or avoid the significant effects on the environment.

**Finding 2** Those changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other agency.

**Finding 3** Specific economic, legal, social, technological, or other considerations, make infeasible the mitigation measures or alternatives identified in the environmental impact report.

### 7.1 **LAND USE AND PLANNING**

**Threshold 4.6-1** Would the Project conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

### 7.1.1 **SIGNIFICANT EFFECT**

Implementation of the Project Proposed for Approval would result in significant direct and cumulative land use and planning impacts in connection with the compatibility with surrounding land uses. As a result of the incremental increase in noise associated with the change in fleet mix under the Project Proposed for Approval, there would be an increased number of sensitive receptors and physical area projected to occur in the 65 to 70 CNEL contour. No additional schools, hospitals, or places of worship would be included in the 65 to 70 CNEL contour when the Baseline (2016) condition is compared to the Baseline Plus Project Proposed for Approval. In the cumulative scenario, there would be one less place of worship in the 65 to 70 CNEL contour.
However, the incremental increase in the 65 to 70 CNEL contour associated with the Baseline Plus Project Proposed for Approval would result in 12 residential parcels being exposed to noise levels in excess of the 65 CNEL, which is the threshold established for land use compatibility.

Of the 12 residences, avigation easements or prescriptive avigation easements have been acquired on all but 3 units. For the nine residential units with avigation easements, the impacts would be less than significant because mitigation has been provided to the conforming uses (i.e., those in a residential land use designation); and the avigation easement was granted for all nine of the units.

As part of the County’s AIP, implemented in conjunction with the 1985 Master Plan, the three units without avigation easements were offered sound insulation. One of these three units declined the offer of acoustical insulation and no response was received from two of the units despite genuine effort to offer insulation.

For those units without avigation easements, exposure to noise levels in excess of 65 CNEL would be a significant impact. There are no feasible mitigation measures to reduce exterior noise levels to below 65 CNEL, consistent with the County of Orange standards for noise sensitive uses. Additionally, there is the potential that interior noise levels would exceed established 45 CNEL interior noise standards for land use compatibility for residential uses.

In the cumulative condition, there would be 29 additional parcels compared to Baseline (2016) that would be in the 65 to 70 CNEL contour. These units are all located in the AIP from the 1985 Master Plan. For the units in the AIP that have received sound attenuation, the land use impacts would be less than significant. However, similar to the direct impacts for the Project Proposed for Approval, there are residential units where the homeowner has been offered sound attenuation, although it has not been implemented for any variety of reasons. In these cases, the noise exposure would potentially result in interior and exterior noise levels in excess of policies adopted to avoid or mitigate an environmental effect. For these units there would be a significant cumulative land use compatibility impact.

In addition to the 29 units identified above, there are two parcels in the 2026 cumulative 65 CNEL contour that are outside of the AIP. These two parcels were not included in the AIP because the livable areas (i.e., the houses and backyards) were not in the 65 CNEL contour. This condition remains unchanged (i.e., both the 1985 and the projected 2026 cumulative 65 CNEL contour line do not include areas that would be considered a habitable room or outdoor living areas based on the General Plan). Only the periphery of these long parcels would be affected. Because the living areas would not be exposed to the projected cumulative 65 CNEL contour, there would not be a land use compatibility impact based on the Orange County General Plan standard with the Project Proposed for Approval.

Although the area exposed to noise levels exceeding 70 CNEL would increase by 0.01 square mile (1.1 percent) in the Baseline Plus Project Proposed for Approval scenario, no sensitive receptors would be adversely affected under the Project Proposed for Approval. In the cumulative scenario, the area in the 70 CNEL or greater contour would be reduced by 0.05 square mile; however, there would also be two units in the greater than 70 CNEL contour. Both of these residences received sound insulation through the AIP and avigation easements have been recorded. Therefore, these two residences would not be identified as incompatible uses.
7.1.2 FINDINGS

The Board finds that, after implementation of all feasible mitigation measures, the Project Proposed for Approval would result in significant unavoidable impacts and the Board adopts the CEQA Findings 1, 2, and 3 listed in this Section 7.0 above.

7.1.3 FACTS IN SUPPORT OF FINDING

The additional residential units that are projected to be in the 65-70 CNEL contour with full (2026) implementation of the Project Proposed for Approval are all within the 65 CNEL contour from the 1985 Master Plan and the 2014 Settlement Agreement Amendment. With adoption of the 2014 Settlement Agreement Amendment and certification of Final EIR 617, the County of Orange adopted a Sound Insulation Program (“SIP”) for reduction of interior noise levels that are projected to potentially be in excess of the 65 CNEL threshold. The SIP would also be applicable to the residential units identified as being impacted in the cumulative condition.

The precise timing of when these residences would be located in the future cumulative 65 CNEL contour is not known because it would be dependent on the actual noise levels associated with both general aviation and commercial carrier operations. However, the SIP would offer interior noise attenuation to these homes, thereby reducing interior noise levels to a less than significant level and avigation easements would be obtained.

The SIP requires that, starting with the JWA 2015 Fourth Quarter Noise Report, the annual noise levels at NMS 1S, 2S, and 3S be compared by the County of Orange to the 2013 annual noise levels. If the noise levels have increased by 1.5 dB or more at any of these NMS, all noise sensitive uses represented by that NMS (i.e., that is the closest NMS to the parcel) that have not been previously insulated under the 1985 AIP will be eligible for evaluation for participation in the SIP. For residences within the City of Newport Beach, the required increase is 1.0 dB or more at these same NMS.

Once residences have been identified as eligible for evaluation for participation in the SIP, interior noise levels for each habitable room would be taken. If the average noise level in all habitable rooms or education spaces of a use is greater than an average of 45 CNEL then the use will be eligible for sound insulation.

Installation of the sound insulation would provide mitigation for the interior noise levels and impacts would be less than significant. However, based on two considerations this impact is being identified as a significant unavoidable impact. First, these units were offered sound attenuation as part of the AIP implemented in conjunction with the 1985 Master Plan. One unit declined acoustical insulation and two units did not respond after genuine effort to offer insulation to two units was made. There is no certainty that the owners of these units will accept the sound insulation as part of the SIP. Secondly, as noted in Final EIR 617, until interior noise measurements are taken, it cannot be determined if all the noise-sensitive uses with interior noise levels in excess of 45 CNEL would qualify for sound attenuation based on FAA criteria.

Although the Board of Supervisors has already made a finding addressing this issue, it is being identified as a significant impact to ensure the decision-makers understand that the Project
Proposed for Approval would result in three residential units not currently in the Baseline (2016) 65 CNEL contour now being identified as incompatible. Furthermore, to the extent the residences qualify for sound attenuation and are offered attenuation, but decline sound attenuation, an avigation easement is not available absent payment for the easement. However, for purposes of determination of conformity with the State variance requirements, these residences would arguably be deemed in conformance with the noise guidelines (21 CCR 5014)\(^{11}\) if a genuine effort is made to acoustically treat the residences, but the property owners refuse to take part in the program. The impact to the residences that have been offered sound attenuation, but have declined to take part in the program, and residences without avigation easements, has been a known impact associated with the long-term operation of the Airport and is associated even with the No Project Alternative.

As noted above, with adoption of the 2014 Settlement Agreement Amendment and certification of Final EIR 617, the County of Orange adopted a SIP for reduction of interior noise levels that are projected to potentially be in excess of the 65 CNEL threshold. The SIP would serve as mitigation for both direct and cumulative impacts. These mitigation measure, listed below, were adopted with certification of Final EIR 617. Although the mitigation measures would serve to reduce the Project’s land use and planning impacts, it cannot be determined if all the noise sensitive uses with interior noise levels in excess of 45 CNEL would qualify for sound attenuation based on FAA criteria. Given the uncertainty that this measure is feasible to adequately reduce interior noise levels at all potentially impacted uses, these impacts have been determined to be significant and unavoidable. Pursuant to Section 15091(a)(3) of the State CEQA Guidelines, there are no additional feasible measures that would mitigate the impacts to below a level of significance. Therefore, it is an impact common to all alternatives, and the determination of a significant, unavoidable impact is a conservative finding.

**617 LU-1** Starting with the 2015 Annual Noise Report, the annual noise contours presented in the report will be used by the County of Orange/JWA to identify parcels with noise sensitive uses (i.e., residences, schools, or churches) that are newly located either partially or completely within the 65 CNEL contour as compared to their location relative to the 65 CNEL contour in the 2013 Annual Contours, which will serve as the baseline condition. All uses that were established before 1985 and have not been insulated under the previous AIP will be eligible for evaluation under the SIP described in Mitigation Measure (617) N-3. Those uses with an average interior noise levels exceeding 45 CNEL will be eligible for insulation under the SIP described in Mitigation Measure (617) N-3.

**617 N-1** Starting with the 2015 Fourth Quarter Noise Report, the annual noise levels at NMS 1S, 2S, and 3S will be compared by the County of Orange to the 2013 annual noise

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\(^{11}\) 21 CCR 5014 is part of the California Airport Noise Standards, which pertains to incompatible land uses within the airport noise boundary. This section of the regulations identifies when residences in an airport noise impact area can be found to be compatible. The following are two provision in the regulation that would be applicable to JWA:

- (a)(1) an avigation easement for aircraft noise has been acquired by the airport proprietor; and
- (a)(4) if the airport proprietor has made a genuine effort as determined by the department in accordance with adopted land use compatibility plans and appropriate laws and regulations to acoustically treat residences exposed to an exterior CNEL less than 80 dB (75 dB if the residence has an exterior normally occupiable private habitable area such as a backyard, patio, or balcony) or acquire avigation easements, or both, for the residences involved, but the property owners have refused to take part in the program.
levels. If the noise levels have increased by 1.5 dB or more at any of these NMS, all noise sensitive uses represented by that NMS (i.e., that is the closest NMS to the parcel) that have not been previously insulated under the 1985 AIP will be eligible for evaluation for participation in the Sound Insulation Program (“SIP”) as described in Mitigation Measure (617) N-3. Those uses with interior noise levels exceeding an average of 45 CNEL will be eligible for insulation under the SIP as described in the mitigation measure.

For those uses with interior noise levels less than 45 CNEL, the amount of outdoor-to-indoor noise reduction for each habitable room will be recorded. In each subsequent Fourth Quarter Noise Report, the noise level impacting these uses and the measured noise reduction will be used to estimate the interior noise level. If the estimated interior noise level exceeds an average of 45 CNEL, then the use will be eligible for re-evaluation in the form of new interior noise level measurements. If the interior noise level in any habitable room exceeds an average of 45 CNEL then the use will be eligible for the SIP described in Mitigation Measure (617) N-3.

617 N-2 Starting with the 2015 Fourth Quarter Noise Report, the annual noise levels at NMS 1S, 2S, and 3S will be compared by JWA to the 2013 annual noise levels. If the noise levels have increased by 1.0 dB or more at any of these NMS, all noise sensitive uses represented by that NMS (i.e., that is the closest NMS to the parcel) exposed to noise levels of 65 CNEL or greater that have not been previously insulated under the 1985 AIP will be eligible for evaluation for participation in the Sound Insulation Program (“SIP”) as described in Mitigation Measure (617) N-3. Those uses with interior noise levels exceeding 45 CNEL will be eligible for insulation under the SIP as described in the mitigation measure.

For those uses with interior noise levels less than 45 CNEL, the amount of outdoor-to-indoor noise reduction for each habitable room will be recorded. In each subsequent Fourth Quarter Noise Report, the noise level impacting these uses and the measured noise reduction will be used to estimate the interior noise level. If the estimated interior noise level exceeds an average of 45 CNEL then the use will be eligible for re-evaluation in the form of new interior noise level measurements. If the interior noise level in any habitable room exceeds an average of 45 CNEL then the use will be eligible for the SIP described in Mitigation Measure (617) N-3.

617 N-3 The only practical way to mitigate indoor noise levels is through a Sound Insulation Program (“SIP”). Mitigation Measure (617) LU-1, as described in the Section 4.5, Land Use [of Final EIR 617], and Mitigation Measures (617) N-1 and (617) N-2, described above, will determine the sensitive land uses that will be eligible for participation in the SIP described below as Mitigation Measure N3. FAA regulations require that residences be exposed to an outdoor noise level of 65 CNEL or greater and interior noise levels greater than 45 CNEL for FAA or Airport funds to be used for sound insulation. The referring Mitigation Measures, (617) LU-1, (617) N-1, and (617) N-2, will ensure the outdoor noise criterion is met. The interior noise level criterion will be determined in the evaluation phase of Mitigation Measure (617) N-3. Sensitive uses with interior noise levels greater than 45 CNEL will be eligible for sound insulation.
The FAA guidance for implementing sound insulation programs specifically states that the average noise level in all habitable rooms of a residence or all educational spaces in school must be greater than 45 CNEL for the use to be eligible for sound insulation funded by the Airport or FAA. However, the County’s noise standards specifically require that the noise level in any habitable room or educational space must be less than 45 CNEL. This is implied in the City of Newport Beach’s noise standards, as well. Under CEQA, the lead agency’s noise standard is used to determine impacts. Therefore, a noise sensitive use is considered significantly impacted if the noise level in any habitable room or educational space exceeds 45 CNEL.

As discussed below, the Airport will request that the FAA waive its requirement that the average noise level in all habitable rooms or educational spaces exceed 45 CNEL in order for sound insulation to be funded by the FAA or Airport in order that all noise related impacts are mitigated to a less than significant level in a timely manner. If the FAA does not agree to waive this requirement, then uses with one or more habitable rooms or educational spaces exceeding 45 CNEL but with the average noise level in all habitable rooms or educational spaces less than 45 CNEL would be significantly and unavoidably impacted as there is no other funding source for a SIP. However, these uses would be eligible for insulation when and if the average noise level exceeded 45 CNEL. As discussed in Mitigation Measures, (617) LU-1, (617) N-1, and (617) N-2, if an individual land use is not eligible for insulation because the interior noise level does not exceed 45 CNEL, there are criteria for re-evaluation. If the annual report noise levels and previous evaluation measurements indicate that the use may meet the interior noise requirement it will be re-evaluated for insulation eligibility.

**Part 1, Evaluation:** When Mitigation Measures (617) LU-1, (617) N-1, or (617) N-2 determines that a noise sensitive use is significantly impacted based on measured noise levels and the relevant significance thresholds, that use will be evaluated by the County of Orange for eligibility for sound insulation. The evaluation will be performed by measuring the indoor noise levels for each habitable room or educational space. If the average noise level in all habitable rooms or education spaces of a use is greater than an average of 45 CNEL then the use will be eligible for sound insulation. Additionally, if the average noise level is less than 45 CNEL, any use with a noise level greater than an average of 45 CNEL in any habitable room or educational space also will be eligible for sound insulation if the FAA waives its requirement that noise levels be averaged across all habitable rooms or education spaces.

Per FAA guidance, noise levels will be measured with all windows and doors closed. Uses with measured interior noise levels less than 45 CNEL that do not have an existing central ventilation system, but rely on keeping windows open for air circulation will be eligible for a Continuous Positive Ventilation System. Implementation of such a system will be dependent on meeting the FAA requirements for implementation of such a system.

**Part 2, Sound Insulation Program:** Schools or residences that have interior noise levels exceeding 45 CNEL as determined by the evaluation measurements will be eligible for sound insulation. The implementation of sound insulation will depend on satisfying the FAA criteria described in Chapter 812 of Order 5100.38C Airport Improvement Program Handbook.
Note that as an alternative to providing sound insulation, an impacted property may also be mitigated by converting an incompatible use to a compatible use or removing the incompatible use.
8.0  FEASIBILITY OF PROJECT ALTERNATIVES

Section 15126.6 of the State CEQA Guidelines provides that an "EIR shall describe a range of reasonable alternatives to the project . . ." As stated in CEQA Section 21002:

"[It] is the policy of the State that public agencies should not approve projects as proposed if there are feasible alternatives or mitigation measures available which would substantially lessen the significant effects of such projects...The legislature further finds and declares that in the event specific economic, social, or other conditions make infeasible such project alternatives or mitigation measures, individual project may be approved in spite of one or more significant effects thereof."

Consistent with Section 15126.6(f) of the State CEQA Guidelines, the EIR must focus its analysis of alternatives on alternatives that “could feasibly attain most of the basic objectives of the project.” Therefore, in evaluating the reasonableness of the range of alternatives and making any findings, CEQA requires consideration the Project Objectives as identified in Section 3.2 hereof. Section 15126.6(b) of the State CEQA Guidelines also specifies that an EIR should examine alternatives “capable of avoiding or lessening” environmental effects even if these alternatives “would impede to some degree the attainment of the project objectives or would be more costly.”

Section 15364 of the State CEQA Guidelines provides the following definition of the term “feasible” as it applies to the findings requirement: “Feasible” means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors.”

The concept of “feasibility,” as it applies to findings, involves a balancing of various economic, environmental, social, legal, and technological factors. (See California Public Resources Code, Section 21061.1 and California Code of Regulations, Title 14, Section 15364; see also City of Goleta Valley v. Board of Supervisors (1990) 52 Cal.3d 553, 564–566 and City of Del Mar v. City of San Diego (1982) 133 Cal.App.3d 401, 415–417.) Further, it has been recognized that, for purposes of CEQA, “feasibility” encompasses “desirability” to the extent that the latter is based on a reasonable balancing of the relevant economic, environmental, social and technological factors (California Native Plant Society v. City of Santa Cruz (2009) 177 Cal.App.4th 957, 1001). This balancing is harmonized with CEQA’s fundamental recognition that policy considerations may render alternatives impractical or undesirable (Ibid.; see also California Public Resources Code, Section 21081 and California Code of Regulations, Title 14, Sections 15126.6(c), 15364).

When significant and unavoidable impacts have been identified, CEQA requires the lead agency to consider the feasibility of environmentally superior alternatives to the project. As reflected in the Final Program EIR and the following, the Project Proposed for Approval (three Full Service FBOs), was identified as best meeting the Project Objectives and the significant environmental impacts are comparable to the alternative identified in the Final Program EIR as the
environmentally superior alternative. The Board of Supervisors finds, after due consideration of the reasonable range of alternatives as set forth in the Final Program EIR and below, as follows with respect to the alternatives to the Project.

8.1 ALTERNATIVE NOT CARRIED FORWARD

Development of the alternative recommended as part of the NOP, to develop the site with a hotel, conference facility, restaurants, and hospitality and media meeting rooms, all geared toward the general aviation pilot and corporate aircraft charter services was not carried forward for detailed consideration because based on preliminary evaluation was found not to be feasible. Applicable federal laws, that run with the property when it was deeded by the federal government to the County, state the expressed purpose is for operating a public airport. Additionally, under the Airport and Airway Improvement Act, as amended, Grant Assurances do not allow non-aeronautical uses to replace aeronautical uses when there is aeronautical demand for the space. In general, the use of airport facilities for non-aeronautical use requires the expressed permission of the Secretary of Transportation. To apply for this permission, the Airport must show that there is no aeronautical demand for the facilities. Given the constrained facilities at the Airport, no space is available at JWA where aeronautical use is not in demand. Additionally, this alternative would not meet many of the objectives established for the GAIP.

8.2 ALTERNATIVES FOR ANALYSIS

In accordance with Section 15126.6(a) of the State CEQA Guidelines, a reasonable range of alternatives have been selected for the GAIP. Other than the “No Project” alternative(s), which is required by CEQA, each alternative must be capable of avoiding or substantially lessening potentially significant effects of the Project. Qualifying alternatives can be considered even if the alternatives would impede to some degree the attainment of the Project objectives, or would be more costly.

These Findings contrast and compare the alternatives, where appropriate, to show that the selection of the Project Proposed for Approval while still resulting in significant environmental impacts, has substantial environmental, planning, fiscal, and other benefits. In rejecting certain alternatives, the County has examined both the environmental impacts and the Project Objectives and weighed the ability of the various alternatives to meet the objectives. The County Board of Supervisors finds, after due consideration of a reasonable range of alternatives as set forth in the EIR and below, that based on aviation forecast, the Project Proposed for Approval best meets the long-term general aviation demand at JWA, protects against local environmental impacts, and best meets the Project Objectives.

In addition to the Project Proposed for Approval, the following alternatives were analyzed in the Draft EIR:

- Proposed Project –Two Full-Service Fixed Based Operators. This alternative would involve the development of two Full Service Fixed Based Operators—one on the west side of the Airport and one on the east side of the Airport. Other facilities and services would be similar to those of the Project Proposed for Approval. The reduction in the number of based aircraft would also be comparable to the Project Proposed for Approval; however,
there would be a slight decrease in the number of general aviation jets based at the Airport. The number of operations would be incrementally decreased.

- **Alternative 2 – Two East Side Full-Service Fixed Based Operators.** This alternative would involve the development of two Full Service Fixed Based Operators—both on the east side of the Airport. Other facilities and services would be similar to those of the Project Proposed for Approval. The reduction in the number of based aircraft would also be comparable to the Project Proposed for Approval; however, there would be a slight decrease in the number of general aviation jets based at the Airport. The number of operations would be incrementally increased.

- **Alternative 3 – Correction of Non-Standard Conditions.** This alternative corrects non-standard design features at the Airport but does not provide for new general aviation facilities. This alternative provides for more based aircraft than the Project Proposed for Approval; however, less than the Baseline (2016 condition). The total number of operations would increase compared to Baseline and the Project Proposed for Approval.

- **No Project Alternative—No Modification.** This alternative does not propose any modifications to facilities nor correction of non-standard design features. However, the forecasted growth in operations would occur.

In accordance with Section 15126.6(a) of the State CEQA Guidelines, the Draft Program EIR provides a comparison of the environmental effects and the merits and/or disadvantages of each alternative in relation to the Project Proposed for Approval, as well as each alternative’s ability to achieve the Project Objectives.

Although alternatives were evaluated that contained different fleet mix and number of general aviation operations, the significant, unavoidable land use compatibility impact is common to all alternatives, including the No Project Alternative.

The existing environmental setting of the site would be the same for the Project Proposed for Approval and the alternatives. Additionally, unless specifically identified, the following evaluates each alternative as if the Mitigation Program identified for the Project Proposed for Approval would also apply to the alternative.

### 8.2.1 PROPOSED PROJECT – TWO FULL-SERVICE FIXED BASED OPERATORS

**Alternative Description**

This alternative, identified as the Proposed Project in the Draft Program EIR, proposes a Full Service West FBO and a Full Service East FBO, for a total of two full service FBOs. The total aircraft storage capacity under this alternative is approximately 354 based aircraft and the aviation forecast projects 167,900 annual operations. Although there would be a reduction in overall number of annual operations, when compared to the Baseline (2016), there would be an increase in general aviation jet aircraft operations, which is consistent with the national trends. This alternative would result in a reduction of capacity for based aircraft. Compared to the Baseline (2016) the capacity of the Airport would be reduced by 242 fewer aircraft, which is 128 fewer aircraft than was based at the Airport in the Baseline. All other key design elements would
be the same as for the Project Proposed for Approval (see description in Section 3.1 of these Findings).

**Ability of the Alternative to Avoid Significant Impacts**

This alternative, designated as the Proposed Project in the Draft Program EIR, was identified as being environmentally superior because it would have incrementally reduced the impacts such as the quantity of criteria pollutant and GHG emissions, although these impacts were not identified as significant and unavoidable. However, overall the Proposed Project would have similar impacts as the Project Proposed for Approval. It would result in the displacement of two additional aircraft when compared to the Project Proposed for Approval; however, displacement of aircraft is not identified as a significant environmental impact.

Prior to mitigation, this alternative would have significant construction air quality impacts; however, as with the Project Proposed for Approval this impact would be reduced to less than significant with mitigation.

This alternative would not avoid the significant unavoidable land use compatibility impact identified with the Project Proposed for Approval. As with the Project Proposed for Approval, three residential additional units without avigation easements have been projected as being in the 65 to 70 CNEL contour when compared to Baseline (2016). Under cumulative conditions, the number of additional parcels included in the 65 CNEL contour compared to the Baseline (2016) condition would be 27, which is two less than with the Project Proposed for Approval. As with the Project Proposed for Approval, these units would be eligible for consideration under the SIP. However, as with the Project Proposed for Approval, there is no certainty that sound insulation would be installed, and impacts would remain significant and unavoidable.

**Ability of Alternative to Meet the Project Objectives**

This alternative would fully meet five of the six Project Objectives and partially meet one of the Project Objectives. It would not be as effective as the Project Proposed for Approval in providing the flexibility to meet future market trends (Objective 4: “To embrace flexibility to allow for technological advances and market trends”). By offering a greater number of community hangars, the Project Proposed for Approval would be better able to adapt to potential changes in the fleet mix.

**Reasons for Rejecting the Alternative**

This alternative does not provide sufficient environmental benefits to offset the loss of flexibility and other Project benefits. Therefore, in light of these reasons, the Board finds this alternative is not desirable.
8.2.2 ALTERNATIVE 2 – TWO EAST SIDE FULL-SERVICE FIXED BASED OPERATORS.

Alternative Description

This alternative proposes development of two Full Service FBOs; a Full Service Northeast FBO and a Full Service Southeast FBO. This alternative minimizes the extent that general aviation aircraft have to cross Runway 20R/2L to access the shorter general aviation runway (Runway 20L/2R). The total aircraft storage capacity for all the facilities included under this alternative is approximately 361 based aircraft and the aviation forecast projects 169,400 annual operations. Although there would be a reduction in overall number of annual operations, when compared to the Baseline (2016), there would be an increase in general aviation jet aircraft operations, which is consistent with the national trends. Compared to the Baseline (2016) the capacity of the Airport would be reduced by 235 fewer aircraft, which is 121 fewer aircraft than was based at the Airport in the Baseline condition. All other key design elements would be the same as for the Project Proposed for Approval (see description in Section 3.1 of these Findings).

Ability of the Alternative to Avoid Significant Impacts

The impacts associated with this alternative are similar to the impacts identified for the Project Proposed for Approval. Prior to mitigation, this alternative would have significant construction air quality impacts; however, as with the Project Proposed for Approval this impact would be reduced to less than significant with mitigation. Alternative 2 would result in the displacement of five fewer aircraft than the Project Proposed for Approval; however, displacement of aircraft is not identified as a significant environmental impact.

This alternative would not avoid the significant unavoidable land use compatibility impact identified with the Project Proposed for Approval. As with the Project Proposed for Approval, residential additional units without avigation easement could be exposed to noise levels in excess of the 65 CNEL when compared to Baseline (2016) under both the Baseline Plus Alternative 2 and the cumulative conditions. As with the Project Proposed for Approval, these units would be eligible for consideration under the SIP. However, as with the Project Proposed for Approval, there is no certainty that sound insulation would be installed and impacts would remain significant and unavoidable.

Ability of Alternative to Meet the Project Objectives

This alternative would fully meet five of the six Project Objectives and partially meet one of the Project Objectives. It would not be as effective as the Project Proposed for Approval in providing the flexibility to meet future market trends (Objective 4: “To embrace flexibility to allow for technological advances and market trends”). By offering a greater number of community hangars, the Project Proposed for Approval would be better able to adapt to potential changes in the fleet mix.
Reasons for Rejecting the Alternative

This alternative did not provide sufficient environmental benefits to offset the loss of flexibility. Therefore, in light of these reasons, the Board finds this alternative is not desirable.

8.2.3 ALTERNATIVE 3 – CORRECTION OF NON-STANDARD CONDITIONS

Alternative Description

Alternative 3 would correct the same existing non-standard conditions as the Project Proposed for Approval. This alternative does not propose any of the other facility improvements that are offered by the Project Proposed for Approval.

As a result of the correction of the non-standard conditions, aircraft storage capacity would be reduced by approximately 42 spaces. However, Alternative 3 would accommodate 72 more general aviation aircraft than were based at the Airport in the Baseline (2016) condition and 198 more spaces than the Project Proposed for Approval. Although the displacement of aircraft was not identified as a significant environmental impact.

Reasons for Rejecting the Alternative

This alternative would result in an increase in the number of annual general aviation operations when compared to the Baseline. In 2016, there were 192,800 annual general aviation operations. With Alternative 3 this would increase to 197,600 annual operations. The aviation forecast identifies the growth as being increases in general aviation jet aircraft operations, which is consistent with the national trends.

Ability of the Alternative to Avoid Significant Impacts

Alternative 3 would reduce the construction air emissions because limited construction efforts are required to implement this alternative. Although the construction impacts for the Project Proposed for Approval would have significant impacts prior to mitigation, these impacts would be reduced to less than significant with mitigation. Therefore, although there is a reduction in impacts, it does not result in the avoidance of a significant impact.

This alternative would not avoid the significant unavoidable land use compatibility impact identified with the Project Proposed for Approval. The noise characteristics of this alternative would be comparable to the No Project Alternative based on the number of aviation operations and projected fleet mix. As with the Project Proposed for Approval, additional residential units without avigation easements could be exposed to noise levels in excess of the 65 CNEL when compared to Baseline (2016) under both the Baseline Plus Alternative 3 and the cumulative conditions. As with the Project Proposed for Approval, these units would be eligible for consideration under the SIP. However, as with the Project Proposed for Approval, there is no certainty that sound insulation would be installed and impacts would remain significant and unavoidable.
Ability of Alternative to Meet the Project Objectives

Alternative 3 would fully meet two of the six Project Objectives, partially meet three of the Project Objectives, and would not meet the objective pertaining to flexibility to allow for technological advances and market trends. This alternative would not be as effective in meeting the Project Objectives because it would maintain one split-location FBO, where a portion of the northeast side Full Service FBO would still remain on the west side of the Airport. This necessitates the need to tow aircraft across the airfield and cross Runway 20R/2L, which is used by commercial carriers; therefore, it would not enhance compatibility between general and commercial aviation operations. As a result of the correction of non-standard conditions, Alternative 3 would provide fewer community hangar space compared to Baseline (2016) and the Project Proposed for Approval (i.e., removal of two community hangars from the Full Service Southeast FBO). Alternative 3 would not fully meet the Project Objectives of “utilize limited land area efficiently and economically” nor “maximize economic, self-sustaining, revenue-producing facilities” because, based on the trends in general aviation fleet mix, Alternative 3 would result in facilities going unused because they are not responsive to the type of facilities required (i.e., Alternative 3 provides more tie-down area for more small aircraft than there is demand for). Since this alternative would not provide replacement/upgrades of any of the facilities, it would not be responsive to the national trends, which have been experienced at the Airport to accommodate the increased demand for general aviation jet aircraft.

Reasons for Rejecting the Alternative

In light of the reasons discussed above, the Board finds this Alternative 3, though technically feasible, does not provide sufficient environmental benefits in light of the inability to effectively meet the Project Objectives; therefore, rejects this alternative on that basis.

8.2.4 NO PROJECT ALTERNATIVE

Alternative Description

The No Project Alternative would not implement any improvements or modifications to the general aviation facilities at the Airport. This alternative assumes no change in the Baseline aircraft fleet mix and the theoretical Airport capacity would remain at 596 based aircraft.

Section 15126.6(e)(3)(A) of the State CEQA Guidelines, in describing the content of the No Project Alternatives, identifies when the project is the revision of an existing land use or regulatory plan, policy or ongoing operation, the “no project” alternative will be the continuation of the existing plan, policy or operation into the future. Therefore, the aviation forecast allowed the number of based aircraft to increase following the growth estimated from the unconstrained forecast until it reaches the maximum capacity identified under the capacity analysis. Once the number of based aircraft demand for each type of aircraft reaches the maximum capacity, the growth for the corresponding type of aircraft is constrained. Therefore, because the types of facilities do not fully align with the demand, in 2026 the total number of based aircraft is projected to be 505 aircraft. This reflects the fleet mix that would be reasonably accommodated at the Airport. The aviation forecast does project an increase in operations compared to the
Baseline (2016). The No Project is projected to generate 201,000 annual general aviation operations, which is the highest number of operations for any of the alternatives evaluated.

**Ability of the Alternative to Avoid Significant Impacts**

The No Project Alternative would eliminate the construction air emissions because no improvements would implement with this alternative. Therefore, there is a reduction in impacts compared to the Project Proposed for Approval, although this impact is less than significant with mitigation.

This alternative would not avoid the significant unavoidable land use compatibility impact identified with the Project Proposed for Approval. The noise characteristics of this alternative would be comparable to the Project Proposed for Approval. The No Project Alternative would result in the same number of sensitive receptors without avigation easements exposed to noise levels in excess of 65 CNEL. In the cumulative scenario, when compared to the Project Proposed for Approval, there would be a reduction of three units in the 65 CNEL contour, although, all these units are within the AIP area. Additionally, as with the Project Proposed for Approval, these units would be eligible for consideration under the SIP. However, as with the Project Proposed for Approval, there is no certainty that sound insulation would be installed and impacts would remain significant and unavoidable.

**Ability of Alternative to Meet the Project Objectives**

The No Project Alternative is unable to adequately meet the Project Objectives. It only partially meets three of the six objectives and does not meet two of the objectives. Only one objective, ability of existing infrastructure to support general aviation facilities, is fully met with this Alternative. Additionally, this Alternative would avoid the need for the displacement of aircraft, which was not identified as adverse but not a significant environmental impact.

The No Project Alternative would not enhance safe and secure operations because it would not correct the existing non-standard design features at the Airport. It also would not meet the objective pertaining to flexibility to allow for technological advances and market trends because no improvements would be provided.

This alternative, which maintains a portion of a full service FBO on the west side of the Airport, necessitates the need to tow aircraft across the airfield and cross Runway 20R/2L used by commercial carriers. Therefore, it would not enhance compatibility between general and commercial aviation operations. The No Project Alternative would not fully meet the Project Objectives of “utilize limited land area efficiently and economically” nor “maximize economic, self-sustaining, revenue-producing facilities” because based on the trends in general aviation fleet mix, facilities going unused because they are not responsive to the type of facilities required (i.e., providing more tie-down area for more small aircraft than there is demand for). Since this alternative would not provide replacement/upgrades of any of the facilities, it would not be responsive to the national trends, which have been experienced at the Airport to accommodate the increased demand for general aviation jet aircraft.
Reasons for Rejecting the Alternative

In light of the reasons discussed above, the Board finds the No Project Alternative, though technically feasible, does not provide sufficient environmental benefits in light of the inability to effectively meet the Project Objectives; therefore, rejects this alternative on that basis.

8.3 ALTERNATIVE SUBMITTED FOR CONSIDERATION SUBSEQUENT TO THE CLOSE OF PUBLIC COMMENT PERIOD ON THE DRAFT PROGRAM EIR

At the April 17, 2019 Airport Commission hearing on the GAIP, the Southern California Pilots Association (SoCal Pilots) submitted their “Alternative 4” concept, for consideration by the decision-makers. According to the limited information submitted, the concept identifies leaseholds for three Full Service FBOs and two Limited Service FBOs. The SoCal Pilots’ concept was submitted for consideration subsequent to circulation of the Draft Program EIR and after the close of public comment and issuance of the notices of availability of the responses to comments. Therefore, this proposed concept has not been addressed as part of the Final Program EIR. In addition, when submitting this concept to the Airport Commission, no additional design information was provided; therefore, there is not sufficient information to develop a project description for the SoCal Pilots concept or evaluate the potential environmental impacts in light of the analysis prepared in Final Program EIR 627. Therefore, there is insufficient information about this proposed concept for the Board to evaluate this concept in the context of the Project Objectives and environmental analysis.
9.0 STATEMENT OF OVERRIDE CONSIDERATIONS

9.1 INTRODUCTION

Section 15093 of the State CEQA Guidelines provides the following:

(a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered “acceptable.”

(b) When the lead agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to supports its action based on the final EIR and/or other information in the record. This statement of overriding considerations shall be supported by substantial evidence in the record.

(c) If an agency makes a statement of overriding considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination. This statement does not substitute for, and shall be in addition to, findings required pursuant to Section 15091.

In accordance with the provisions of CEQA and the State CEQA Guidelines and as part of its certification of the adequacy of Final Program EIR 627 for the John Wayne Airport General Aviation Improvement Program, the Board finds that the mitigation program discussed in these Findings of Fact and the MMRP, when implemented, avoid or substantially lessen the significant effects identified in the Final Program EIR. Nonetheless, direct and cumulative land use planning significant effects of the Project Proposed for Approval are unavoidable even after incorporation of all feasible mitigation measures. As disclosed in the Final Program EIR, even with the approval of the Project and implementation of the mitigation program described in the MMRP, the effects described in more detail in Section 7.0 of these Findings of Fact are considered to be significant and unavoidable at this time.

9.2 OVERRIDE CONSIDERATIONS

In approving the Project Proposed for Approval, the Board of Supervisors has (i) independently reviewed the information in the Final Program EIR and the Record of Proceedings; (ii) made a reasonable and good faith effort to eliminate or substantially lessen the significant impacts resulting from the Project Proposed for Approval to the extent feasible by adopting the standard conditions, minimization measures, and mitigation measures identified in the Final Program EIR and the MMRP; and (iii) balanced the economic, legal, social, technological, or other benefits of the Project Proposed for Approval against its unavoidable environmental risks. The Board finds that the Project’s significant, unavoidable effects remaining are acceptable due to specific
overriding economic, legal, social, technological, or other considerations described in this Section 9.2 of the Findings of Fact. All considerations are based on the facts set forth in these Findings of Fact, the MMRP, Final Program EIR 627, and the record for this Project.

The Board finds that the following overriding considerations, individually and cumulatively, are relevant and valid reasons that make the Project Proposed for Approval acceptable despite the fact that significant, unavoidable adverse effects of the Project remain. The following described economic, legal, social, technological, or other benefits of the Project outweigh the Project’s significant unavoidable adverse environmental impacts.

1) The general aviation facilities have remained mostly unchanged for more than 20 years. Many are in need of repairs and do not meet the current aviation facility demands. The Project Proposed for Approval would provide the mechanism for upgrading these facilities.

2) The aging general aviation facilities do not meet the current fleet mix demands. The Project Proposed for Approval would provide for facilities to better meet the current and future general aviation fleet mix demand in light of the space constraints at the Airport.

3) The correction of existing non-standard design features to meet FAA design criteria will enhance the safety of operations at the Airport. The improvements intend to reduce incursions between aircraft and ground vehicles and eliminate known obstructions to airport airspace.

4) Adoption of the Project Proposed for Approval provides improvements that will enhance the Airport’s safety by meeting Federal Aviation Administration (“FAA”) design standards to the maximum extent feasible for the reasons discussed and explained in Final Program EIR Sections 1.5, 3.6.1, 3.6.2, and 5.5. Correcting the existing non-standard design features would facilitate FAA’s approval of the Airport’s future Airport Layout Plan submittals.

5) Adoption of the Project Proposed for Approval encourages economic growth within the region by providing for the employment of construction workers and construction supply workers.

6) Adoption of the Proposed Project for Approval implements the Airport’s goals, objectives and performance targets for sustainability within proposed development projects for the reasons discussed and explained in Final Program EIR Section 6.4. All new facilities would need to comply with the current requirements for sustainability, including but not limited to Title 24 of the California Code of Regulations (Energy Efficiency Standards for Residential and Non-residential Buildings); the California Green Building Standards Code (CALGreen code); the JWA Climate Action Plan; and the water quality requirements (a combination of Best Management Practices, low impact development, and/or hydromodification techniques) pursuant to the Santa Ana RWQCB NPDES Permit No. CAS618030.

In light of the foregoing, and in recognition of additional information contained within the Final Program EIR and other portions of the record of proceedings, the Orange County Board of Supervisors concludes that implementation of the Project Proposed for Approval will result in economic, legal, social, technological, or other benefits. The Board of Supervisors
further concludes that these benefits outweigh the significant, unavoidable environmental impacts associated with the Project Proposed for Approval and, accordingly, adopts these Findings of Fact and Statement of Overriding Considerations.
Mitigation Monitoring and Reporting Program for Final Program Environmental Impact Report No. 627
John Wayne Airport
General Aviation Improvement Program
SCH No. 2017031072

May 2019
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<td>Acronym List</td>
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</table>
1.1 INTRODUCTION

In accordance with the requirements of Public Resources Code Section 21081.6, and as part of its certification of the adequacy of Final Program Environmental Impact Report No. 627 (Final Program EIR 627) for the John Wayne Airport, Orange County (JWA” or “Airport) General Aviation Improvement Program (GAIP” or “Project), the Board of Supervisors (Board) of the County of Orange (County) adopts the following “Mitigation Monitoring and Reporting Program” (MMRP). The Board adopts this MMRP in its capacity as the lead agency for Final Program EIR 627 in accordance with the provisions of the California Environmental Quality Act (CEQA) (California Public Resources Code §21000 et seq.) and the State CEQA Guidelines (14 California Code of Regulations § 15000 et seq.).

The principal purpose of the MMRP is to ensure that the Board-approved mitigation measures for the adopted Project are reported and monitored so as to ensure compliance with the measures’ requirements. In general, John Wayne Airport (JWA) is responsible for overseeing implementation and completion of the adopted mitigation measures. This includes the review of all monitoring reports, enforcement actions, and document disposition, unless otherwise noted in the attached MMRP Table. However, the Board retains overall responsibility for verifying implementation of all adopted mitigation measures.

1.2 MITIGATION MONITORING PROCEDURES

The County is the designated lead agency for the MMRP. JWA is the department responsible for review of all monitoring reports, enforcement actions, and document disposition, unless otherwise noted in the MMRP Table.

1.3 MITIGATION MONITORING AND REPORTING PLAN

The MMRP is provided in tabular format to facilitate effective tracking and documentation of the status of Mitigation Program. Although regulatory requirements and standard conditions, which are described below, are not considered mitigation, the County has included these provisions in the MMRP to ensure the tracking and implementation of the measures. Additionally, Final Program EIR 627 included several minimization measures, which have been adopted to further reduce potential impacts although the impacts have not been identified as significant. All these elements are included in the Mitigation Program adopted with Final Program EIR 627. The attached MMRP Table provides the following monitoring information:

- **Mitigation Program.** The text of all adopted Regulatory Requirements, Standard Conditions of Approval, Minimization Measures and Mitigation Measures that will serve to avoid or minimize impacts. The components are defined as follows:
  - **Regulatory Requirements.** These regulations are based on local, State, or federal regulations or laws that are frequently required independently of CEQA review and also serve to offset or prevent specific impacts. Typical regulatory requirements include compliance with the provisions of the California Building Code, South Coast Air Quality Management District Rules, local agency fees, etc. Additional requirements may be imposed on the Project by government agencies
during the approval process, as appropriate. These regulatory requirements are not unique to the Project but have been identified to facilitate the reader’s understanding of the established requirements applicable to the Project. Adherence to these requirements, as applicable, will be verified or applied during the development review and/or ministerial permit processes (e.g. building permit).

- **Standard Conditions of Approval.** The County of Orange has adopted a set of Standard Conditions of Approval. These are conditions frequently required independently of CEQA review that serve to offset or prevent specific impacts; however, there is not a formally adopted regulation. When an adopted Orange County Standard Condition of Approval is identified, the number of the condition is listed in parentheses. Adherence to these conditions will be verified or applied during the development review and/or ministerial permit processes (e.g. building permit).

- **Minimization Measures.** The County has agreed to incorporate minimization measures into the Project. A minimization measure is a condition proposed to reduce an adverse effect of the Project even when that effect does not result in a significant impact.

- **Mitigation Measures.** Where a potentially significant environmental effect has been identified and is not reduced to a level considered less than significant through the application of a regulatory requirement or standard conditions of approval, Project-specific mitigation measures have been identified.

- **Approving or Verifying Authority.** The County Department(s) or other public agency(ies) responsible for overseeing the implementation and completion of each mitigation measure.

- **Date of Completion.** The date the mitigation measure is completed. (This column of the MMRP Table is to be filled in by the approving/verifying authority at a later date.)
# Acronym List

The following are acronyms used in the Mitigation Monitoring Matrix:

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>AES</td>
<td>Aesthetics</td>
</tr>
<tr>
<td>AQ</td>
<td>Air Quality</td>
</tr>
<tr>
<td>BIT</td>
<td>Biennial Inspection of Terminals</td>
</tr>
<tr>
<td>BMP</td>
<td>Best Management Practices</td>
</tr>
<tr>
<td>Board</td>
<td>County of Orange Board of Supervisors</td>
</tr>
<tr>
<td>Cal/OSHA</td>
<td>California Department of Occupational Safety and Health</td>
</tr>
<tr>
<td>CALGreen</td>
<td>California Green Building Standards</td>
</tr>
<tr>
<td>CC&amp;Rs</td>
<td>Covenants, Conditions, and Restrictions</td>
</tr>
<tr>
<td>CCR</td>
<td>California Code of Regulations</td>
</tr>
<tr>
<td>CEQA</td>
<td>California Environmental Quality Act</td>
</tr>
<tr>
<td>CFR</td>
<td>Code of Federal Regulations</td>
</tr>
<tr>
<td>CHP</td>
<td>California Highway Patrol</td>
</tr>
<tr>
<td>CMSD</td>
<td>Costa Mesa Sanitation District</td>
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<tr>
<td>CNEL</td>
<td>Community Noise Equivalent Level</td>
</tr>
<tr>
<td>County</td>
<td>County of Orange</td>
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<tr>
<td>CSLB</td>
<td>Contractors State License Board</td>
</tr>
<tr>
<td>CULT</td>
<td>Cultural Resources</td>
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<tr>
<td>DAMP</td>
<td>Drainage Area Management Plan</td>
</tr>
<tr>
<td>dB</td>
<td>Decibel</td>
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<tr>
<td>EIR</td>
<td>Environmental Impact Report</td>
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<tr>
<td>EIR 617</td>
<td>2014 <em>Final Environmental Impact Report No. 617, John Wayne Airport Settlement Agreement Amendment</em></td>
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<tr>
<td>ESCP</td>
<td>Erosion and Sediment Control Plan</td>
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<tr>
<td>FAA</td>
<td>Federal Aviation Administration</td>
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<tr>
<td>FAR</td>
<td>Federal Aviation Regulation</td>
</tr>
<tr>
<td>FBO</td>
<td>Fixed Based Operator</td>
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<tr>
<td>GAIP</td>
<td>General Aviation Improvement Program</td>
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<tr>
<td>GHG</td>
<td>Greenhouse Gas Emissions</td>
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<tr>
<td>GIS</td>
<td>Geographic Information Systems</td>
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<tr>
<td>GSE</td>
<td>Ground Support Equipment</td>
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<td>HAZ</td>
<td>Hazardous Materials</td>
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<tr>
<td>HCA</td>
<td>Health Care Agency</td>
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<td>JWA</td>
<td>John Wayne Airport, Orange County</td>
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<tr>
<td>Acronym</td>
<td>Term</td>
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<td>---------</td>
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<tr>
<td>LID</td>
<td>Low Impact Development</td>
</tr>
<tr>
<td>LU</td>
<td>Land Use</td>
</tr>
<tr>
<td>MLD</td>
<td>Most Likely Descendent</td>
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<tr>
<td>MM</td>
<td>Mitigation Measure</td>
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<td>MMRP</td>
<td>Mitigation Monitoring and Reporting Plan</td>
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<tr>
<td>MN</td>
<td>Minimization Measure</td>
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<td>N</td>
<td>Noise</td>
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<tr>
<td>NAHC</td>
<td>Native American Heritage Commission</td>
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<tr>
<td>NMS</td>
<td>Noise Monitoring Station</td>
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<tr>
<td>NOI</td>
<td>Noise</td>
</tr>
<tr>
<td>NOx</td>
<td>Nitrogen Oxides</td>
</tr>
<tr>
<td>NPDES</td>
<td>National Pollutant Discharge Elimination System</td>
</tr>
<tr>
<td>O&amp;M</td>
<td>Operation and Maintenance</td>
</tr>
<tr>
<td>OC</td>
<td>Orange County</td>
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<tr>
<td>OCFA</td>
<td>Orange County Fire Authority</td>
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<tr>
<td>OCSD</td>
<td>Orange County Sanitation District</td>
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<tr>
<td>RR</td>
<td>Regulatory Requirement</td>
</tr>
<tr>
<td>RWQCB</td>
<td>Regional Water Quality Control Board</td>
</tr>
<tr>
<td>SC</td>
<td>Standard Condition</td>
</tr>
<tr>
<td>SCAQMD</td>
<td>South Coast Air Quality Management District</td>
</tr>
<tr>
<td>SENEL</td>
<td>Single Event Noise Exposure Level</td>
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<tr>
<td>SIC</td>
<td>Standard Industrial Classification</td>
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<tr>
<td>SIP</td>
<td>Sound Insulation Program</td>
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<tr>
<td>SPCC</td>
<td>Spill Prevention, Control, and Countermeasure</td>
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<tr>
<td>SWPPP</td>
<td>Storm Water Pollution Prevention Plan</td>
</tr>
<tr>
<td>TCR</td>
<td>Tribal Cultural Resources</td>
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<tr>
<td>TRA</td>
<td>Transportation</td>
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<tr>
<td>ULEV</td>
<td>Ultra Low Emission Vehicle</td>
</tr>
<tr>
<td>USEPA</td>
<td>U.S. Environmental Protection Agency</td>
</tr>
<tr>
<td>UTL</td>
<td>Utilities</td>
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<tr>
<td>VOC</td>
<td>Volatile Organic Compound</td>
</tr>
<tr>
<td>WDID</td>
<td>Waste Discharge Identification</td>
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<tr>
<td>WQ</td>
<td>Water Quality</td>
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<tr>
<td>WQMP</td>
<td>Water Quality Management Plan</td>
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<td>ZEV</td>
<td>Zero Emission Vehicle</td>
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<tr>
<td>Mitigation Program</td>
<td>Timing of Mitigation</td>
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<tr>
<td><strong>AESTHETICS</strong></td>
<td></td>
</tr>
<tr>
<td><strong>RR AES-1</strong></td>
<td>Prior to issuance of building permit</td>
</tr>
<tr>
<td></td>
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<tr>
<td><strong>MN AES-1</strong></td>
<td>Identification of requirement in applicable construction contract specifications; Implementation prior to issuance of building permits for projects using staging area</td>
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<tr>
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<tr>
<td><strong>MN AES-2</strong></td>
<td>Prior to issuance of building permit for projects with solar panels</td>
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### AIR QUALITY

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<tr>
<th>Mitigation Program</th>
<th>Timing of Mitigation</th>
<th>County Department or Other Agency for Review/Approval</th>
<th>Completion Date</th>
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</thead>
<tbody>
<tr>
<td><strong>RR AQ-1</strong></td>
<td>During construction, the developer shall comply with South Coast Air Quality Management District (SCAQMD) Rules 402 and 403, in order to minimize short-term emissions of dust and particulates. SCAQMD Rule 402 requires that air pollutant emissions not be a nuisance off site. SCAQMD Rule 403 requires that fugitive dust be controlled with the best available control measures so that the presence of such dust does not remain visible in the atmosphere beyond the property line of the emission source. This requirement shall be included as notes on the contractor specifications. Table 1 of Rule 403 prescribes the Best Available Control Measures that are applicable to all construction projects. The developer shall provide the Manager of Building &amp; Safety, or designee, with an SCAQMD-approved Dust Control Plan or other sufficient proof of compliance with Rule 403, prior to issuance of a grading permit.</td>
<td>Identification of requirement in construction contract specifications; Submittal of Dust Control Plan prior to issuance of grading permit; Implementation ongoing throughout construction</td>
<td>Manager of Building &amp; Safety, or designee</td>
</tr>
<tr>
<td><strong>RR AQ-2</strong></td>
<td>Architectural coatings shall be selected so that the volatile organic compound (VOC) content of the coatings is compliant with SCAQMD Rule 1113. This requirement shall be included as notes on the contractor specifications. The specifications for each project within the GAIP area shall be reviewed by the Manager of Building &amp; Safety, or designee, for compliance with this requirement prior to issuance of a building permit.</td>
<td>Identification of requirement in construction contract specifications; Verification of implementation during construction</td>
<td>Manager of Building &amp; Safety, or designee</td>
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<tr>
<td></td>
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<td></td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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<tr>
<td>Mitigation Program</td>
<td>Timing of Mitigation</td>
<td>County Department or Other Agency for Review/Approval</td>
<td>Completion Date</td>
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<tr>
<td><strong>MN AQ-1</strong> JWA shall require architectural coatings applied to the East and West Access Roads be low VOC coatings. Specifically, JWA shall require the use of a paint for markings with less than 50 grams of VOC emissions per liter of paint.</td>
<td>Identification of requirement in construction contract specifications; Verification of implementation during with construction</td>
<td>JWA Deputy Airport Director, Facilities Development or Designee</td>
<td></td>
</tr>
<tr>
<td><strong>MN AQ-2</strong> General Aviation FBOs shall employ Zero Emission Vehicle (ZEV) GSE where available (e.g., tugs, water carts, lavatory carts, other ramp service equipment/vehicles) for 90 percent or greater of the GSE operating hours. Where ZEVs are not available, vehicles shall meet Ultra Low Emission Vehicle (ULEV) requirements. Where ULEVs are not available, and only diesel fuel engine trucks are available, the diesel-fueled truck shall comply with the On-Road Heavy-Duty Diesel Vehicles (In-Use) Regulation. FBOs shall maintain monthly records regarding GSE type, make, model, year, fuel type, horsepower (if non-electric), and hours in-use. Monthly records are subject to audit and verification by JWA. These records shall be provided to JWA annually in June.</td>
<td>Requirement in lease agreement/Reporting ongoing</td>
<td>JWA Deputy Airport Director, Facilities Development or Designee</td>
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<tr>
<td><strong>MM AQ-1</strong> JWA shall require heavy-duty, off-road, diesel-powered construction equipment to meet or exceed the USEPA’s Tier 4 off-road emissions engine standards during Airport construction in order to reduce construction-related NOx emissions.</td>
<td>Identification of requirement in construction contract specifications; Verification of implementation during construction</td>
<td>JWA Deputy Airport Director, Facilities Development or Designee</td>
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### CULTURAL RESOURCES

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<tr>
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<th>Timing of Mitigation</th>
<th>County Department or Other Agency for Review/Approval</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RR CULT-1 Human Remains. If human remains are encountered during ground-disturbing activities, Section 7050.5 of the <em>California Health and Safety Code</em> states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition of the materials pursuant to Section 5097.98 of the <em>California Public Resources Code</em>. The provisions of Section 15064.5 of the California Environmental Quality Act Guidelines shall also be followed. The County Coroner must be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner shall notify the Native American Heritage Commission (NAHC). The NAHC will determine and notify a Most Likely Descendent (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The descendent must complete the inspection within 24 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials. These requirements shall be included as notes on the contractor specification and verified by the OC Development Services Department, prior to issuance of grading permits.</td>
<td>Identification in construction contract specifications prior to issuance of grading permit; implemented during construction</td>
<td>OC Development Services Department</td>
<td></td>
</tr>
<tr>
<td>Mitigation Program</td>
<td>Timing of Mitigation</td>
<td>County Department or Other Agency for Review/Approval</td>
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</tr>
<tr>
<td><strong>SC CULT-1</strong></td>
<td>Prior to issuance of grading permit</td>
<td>Manager of Building &amp; Safety, or designee</td>
<td></td>
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<tr>
<td></td>
<td>Prior to release of grading bond</td>
<td>Manager of Building &amp; Safety, or designee</td>
<td></td>
</tr>
</tbody>
</table>

Prior to the issuance of the first grading permit, the applicant shall provide written evidence to the Manager, Building and Safety, that applicant has retained a County-certified archaeologist, to observe grading activities and salvage and catalogue archaeological resources as necessary. The archaeologist shall be present at the pre-grade conference, shall establish procedures for archaeological resource surveillance, and shall establish, in cooperation with the applicant, procedures for temporarily halting or redirecting work to permit the sampling, identification, and evaluation of the artifacts as appropriate. If the archaeological resources are found to be significant, the archaeological observer shall determine appropriate actions, in cooperation with the project applicant, for exploration and/or salvage.

Prior to the release of the grading bond the applicant shall obtain approval of the archaeologist’s follow-up report from the Manager, Building and Safety. The report shall include the period of inspection, an analysis of any artifacts found and the present repository of the artifacts. The archaeologist shall prepare excavated material to the point of identification. Applicant shall offer excavated finds for curatorial purposes to the County of Orange, or its designee, on a first refusal basis. These actions, as well as final mitigation and disposition of the resources, shall be subject to the approval of the Manager, Building and Safety. Applicant shall pay curatorial fees if an applicable fee program has been adopted by the Board of Supervisors, and such fee program is in effect at the time of presentation of the materials to the County of Orange or its designee, all in a manner...
### SC CULT-2

Prior to the issuance of the first grading permit, the project applicant shall provide written evidence to the Manager, Building and Safety, that applicant has retained a County certified paleontologist to observe grading activities and salvage and catalogue fossils as necessary. The paleontologist shall be present at the pre-grade conference, shall establish procedures for paleontological resource surveillance, and shall establish, in cooperation with the applicant, procedures for temporarily halting or redirecting work to permit sampling, identification, and evaluation of the fossils. If the paleontological resources are found to be significant, the paleontologist shall determine appropriate actions, in cooperation with the applicant, to ensure proper exploration and/or salvage.

Prior to the release of the grading bond the applicant shall submit the paleontologist's follow up report for approval by the Manager, Building and Safety. The report shall include the period of inspection, a catalogue and analysis of the fossils found, and the present repository of the fossils. Applicant shall prepare excavated material to the point of identification, and offer excavated finds for curatorial purposes to the County of Orange, or its designee, on a first refusal basis. These actions, as well as final mitigation and disposition of the resources, shall be subject to approval by Manager, Building and Safety. Applicant shall pay curatorial fees if an applicable fee program has been adopted by the Board of Supervisors, and such fee program is in effect at the time of presentation of the materials to the County of Orange or its designee, all in a manner meeting the approval of the Manager, Building and Safety.

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<tr>
<th>Mitigation Program</th>
<th>Timing of Mitigation</th>
<th>County Department or Other Agency for Review/Approval</th>
<th>Completion Date</th>
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<tbody>
<tr>
<td>SC CULT-2</td>
<td>Prior to issuance of grading permit</td>
<td>Manager of Building &amp; Safety, or designee</td>
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<td>Mitigation Program</td>
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<td>the Manager, Building and Safety (County Standard Condition of Approval A04)</td>
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<td><strong>GREENHOUSE GAS EMISSIONS</strong></td>
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<td><strong>RR GHG-1</strong> GAIP facilities must be designed in accordance with the applicable Title 24 Energy Efficiency Standards for Residential and Nonresidential Buildings (California Code of Regulations [CCR], Title 24, Part 6). These standards are updated, approximately every three years, to incorporate improved energy efficiency technologies and methods. The Manager of Building &amp; Safety, or designee shall ensure compliance prior to the issuance of each building permit.</td>
<td>In conjunction with Site Plan Review</td>
<td>Manager of Building &amp; Safety or designee</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
</tr>
<tr>
<td><strong>RR GHG-2</strong> GAIP facilities must be designed in accordance with applicable requirements of the California Green Building Standards (CALGreen) Code (24 CCR 11). The Manager of Building &amp; Safety, or designee shall ensure compliance prior to the issuance of each building permit.</td>
<td>In conjunction with Site Plan Review</td>
<td>Manager of Building &amp; Safety, or designee</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
</tr>
<tr>
<td><strong>MN GHG-1</strong> JWA shall require that all general aviation-related development and uses facilitated by approval of the GAIP comply with applicable measures set forth in its Climate Action Plan. This compliance requirement shall be set forth in all leasehold agreements for GAIP-related development. Additionally, compliance with building design-related measures shall be verified by JWA Deputy Director, Facilities or designee, prior to the</td>
<td>Requirement in lease agreement; Verified during Site Plan Review and ongoing</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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</table>

13 CALGreen Appendix A4 contains the voluntary measures (Tier 1 and Tier 2) that were developed to provide a statewide method of enhancing green construction practiced by beyond the Code’s minimum levels. It should be noted, although RR UTL-2 identifies compliance with the California Green Building Standards Code, the John Wayne Airport Climate Action Plan requires fixed based operators and vendors to meet stringent energy efficiency requirements equivalent of CalGreen Tier 1 and Envision Gold or higher for applicable components of GAIP facilities. This requirement is identified in the consistency evaluation with the CAP, provided in Table 4.4-10, item E-11 (included in Section 4.4, Greenhouse Gas Emissions).
<table>
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<tr>
<td>issuance of building permits for GAIP-related development.</td>
<td>Identification in construction contract specifications prior to issuance of demolition permit; Implemented during demolition or construction</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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<tr>
<td>Mitigation Program</td>
<td>Timing of Mitigation</td>
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<td>construction material becomes friable, must be removed prior to demolition; and (6) asbestos-containing waste material that is generated during demolition at the facilities shall be properly handled and disposed of in compliance with applicable federal, State, and local regulations.</td>
<td>Identification in construction contract specifications prior to issuance of demolition permit; Implemented during demolition or construction</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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<tr>
<td>RR HAZ-2</td>
<td>Prior to the start of any construction/demolition at the facilities, a lead-based paint/lead-containing paint abatement work plan shall be prepared in compliance with federal, State, and local regulations (including, but not limited to Occupational Safety and Health Administration CCR Title 17 Section 37000-37100 and Title 8 Section 1532.1 and South Coast Air Quality Management District Rule 301) for any necessary removal and disposal of such materials. The work plan implementing these regulations shall also include the following elements as per the Hazardous Materials Survey Report: (1) demolition plans and specifications shall incorporate any necessary abatement measures for the removal of materials containing lead-based paint and/or lead-containing paint in compliance with federal, state, and local regulations; (2) paints identified as lead-based and in poor condition (peeling or chipped) and all loose, flaking, or otherwise deteriorated lead paint shall be stabilized prior to any other construction-related activity and/or demolition on site. The stabilization process must be completed by California Department of Public Health Certified Workers under a California Department of Public Health Certified Supervisor, and all loose and flaking paint shall be removed from all work areas; (4) lead-based paints, i.e., paint on the floor of Hangar 62, in good condition may be left in place if exposure to employees and the environment is controlled and the lead-containing</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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<td>Manager of Building &amp; Safety or designee</td>
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<td>Mitigation Program</td>
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<td>waste is properly tested and disposed based on the test results; (5) compliance with recommendations contained in a negative exposure assessment, which has been prepared meeting Cal-OSHA standards, for the appropriate handling of materials tested, via XRF, and found to contain lead in amounts that may be a source of exposure to workers or may not meet testing limits for disposal including ceramic tiles in the restrooms prior to renovation or demolition; and (6) work area preparations as well as adequate worker protection and employee exposure monitoring and material testing as it relates to disposal will be required during any equipment demolition activity.</td>
<td>Identification in construction contract specifications prior to issuance of building permit; Implemented during demolition or construction</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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<td>RR HAZ-3 All transportation of hazardous materials at the facilities is regulated at the federal (Title 49 of the Code of Federal Regulations [&quot;49 CFR&quot;]) and State (Title 13 of the California Code of Regulations [13 CCR]) levels and requires compliance with all applicable federal, State, and local regulations pertaining to hazardous materials to ensure that the risk associated with the use and storage of the materials, after transport to JWA, is minimal. All hazardous materials shall be handled in full compliance with applicable requirements, and the necessary permits maintained by JWA. Carriers responsible for the transportation of hazardous materials are required to have a hazardous materials transportation license, issued by the California Highway Patrol (CHP). All fuel deliveries from suppliers within California will comply with all applicable requirements of the CHP’s biennial inspection of terminals (BIT) program.</td>
<td></td>
<td>Manager of Building &amp; Safety or designee</td>
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<td>Mitigation Program</td>
<td>Timing of Mitigation</td>
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<tr>
<td>RR HAZ-4</td>
<td>In conjunction with Site Plan Review</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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Per USEPA requirements, a *Spill Prevention, Control, and Countermeasure Plan* is required to address all fueling related activities. Pursuant to 40 CFR Section 112, physical modifications to fueling facilities (i.e., the extension of the hydrant fueling system) may require a technical amendment to a SPCC Plan. Should SNAFuel, the operator of the hydrant fueling system, agree to extend the system to the East Full Service FBO(s), the JWA Environmental Engineer shall determine if an amendment to the SNAFuel SPCC Plan is required. Said amendment, if determined necessary, would be prepared in compliance with the requirements of the U.S. Environment Protection Agency as provided for in 40 CFR Section 112 to the satisfaction of the JWA Environmental Engineer.

In conjunction with Site Plan Review

| RR HAZ-5 | In conjunction with Site Plan Review | JWA Deputy Airport Director, Facilities Development or designee |

A *Spill Prevention, Control, and Countermeasure Plan* or an amendment to an existing SPCC may be required to address the additional fueling related activities prior to construction of the self-service fueling station. The JWA Environmental Engineer shall determine if an amendment to an existing SPCC Plan or a new plan is required. Prior to the self-service fueling station becoming operational, said document, would be prepared in compliance with the requirements of the U.S. Environment Protection Agency as provided for in 40 CFR Section 112 to the satisfaction of the JWA Environmental Engineer.

14 The need for a technical amendment to the Plan requires engineering judgment. Examples of when a technical amendment is required includes, but is not limited to, the replacement, reconstruction, or installation of oil transfer piping systems. Oil is defined to include any kind or in any form, including but not limited to: fats, oils, or greases of animal, fish, or marine mammal origin; vegetable oils, including oils from seeds, nuts, fruits, or kernels; and, other oils and greases, including petroleum, fuel oil, sludge, synthetic oils, mineral oils, oil refuse, or oil mixed with wastes other than dredged spoil. (Wood 2016 [definition taken from 40 CFR Section 112.2 – Definitions])
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<tr>
<th>Mitigation Program</th>
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<tbody>
<tr>
<td>SC HAZ-1</td>
<td>Prior to the issuance of a building permit for installation of an industrial oven, spray booth, powder-coating operation, dust collection equipment, welding operation, refrigeration system, or other hazardous equipment, the applicant shall provide the Manager, Permit Services with a clearance from OCFA, or other Local Fire Agency (if applicable), indicating plan compliance with Fire Code and all guidelines specific to the operation. (County Standard Condition FP02)</td>
<td>Prior to the issuance of a building permit</td>
<td>Manager, Permit Services with a clearance from the Orange County Fire Authority</td>
</tr>
<tr>
<td>SC HAZ-2</td>
<td>Prior to the issuance of a grading permit or building permit, whichever comes first, for installation of an aboveground or an underground tank used for the storage of flammable, combustible, or hazardous liquids, the applicant shall provide the Manager, Permit Services with a clearance from OCFA indicating compliance with Guideline G-08. (County Standard Condition FP12)</td>
<td>Prior to the issuance of a grading permit or building permit, whichever comes first</td>
<td>Manager, Permit Services with a clearance from the Orange County Fire Authority JWA Deputy Airport Director, Facilities Development or designee</td>
</tr>
<tr>
<td>SC HAZ-3</td>
<td>Prior to the issuance of a building permit, the applicant shall provide the Manager, Permit Services with a clearance from OCFA, or other Local Fire Agency (if applicable), indicating compliance with Guideline G-06.</td>
<td>Prior to the issuance of a building permit</td>
<td>Manager, Permit Services with a clearance from the Orange County Fire Authority</td>
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<td>A.</td>
<td>Prior to the final inspection approval, the applicant shall provide the Manager, Permit Services with a clearance from OCFA, or other Local Fire Agency (if applicable), indicating a “Hazardous Materials Disclosure Chemical Inventory and Business</td>
<td>Prior to the final inspection approval</td>
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15 This is a County Standard Condition of Approval; therefore, the wording has not been changed from the text of the adopted condition. However, it should be noted the lease agreements do not permit all these activities to occur on the Airport.


17 Guideline G-06 is an OCFA document titled *Completion of the Chemical Classification Packet*. The current version is dated January 1, 2017.
<table>
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<td>Emergency Plan” packet has been submitted to the OCFA for review and approval. (County Standard Condition FP15)</td>
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<tr>
<td>SC HAZ-4 Applicant/operator shall store, manifest, transport, and dispose of all on-site generated waste that meets hazardous materials criteria in accordance with the California Code of Regulations Title 22 and in a manner to meet the satisfaction of the Manager, Health Care Agency (HCA)/Hazardous Materials Program. Applicant shall keep storage, transportation, and disposal records on site and open for inspection by any government agency upon request. Applicant shall store used oil filters in a closed, rainproof container that is capable of containing all used oil and shall manage the container as specified in Title 22, Chapter 30, Division 4, Section 66828 of the California Code of Regulations. (County Standard Condition RC02)</td>
<td>In conjunction with Site Plan Review; Implementation ongoing</td>
<td>Manager, Health Care Agency/Hazardous Materials Program</td>
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**LAND USE AND PLANNING**

| MN LU-1 In conjunction with the review of design and construction plans for GAIP facilities adjacent to 3000 Airway Avenue, Costa Mesa, California, the applicant shall ensure, and the JWA Deputy Airport Director, Facilities, or designee shall verify, that secured gate access, used to facilitate the movement of cargo and other items into and out of the Airport, is maintained for an adequate connection to Perimeter Road. The precise location and configuration of the gate may be modified within this parcel but the function of the gate shall not be compromised. | In conjunction with Site Plan Review | JWA Deputy Airport Director, Facilities Development or designee | |
Starting with the 2015 Annual Noise Report, the annual noise contours presented in the report will be used by the County of Orange/JWA to identify parcels with noise sensitive uses (i.e., residences, schools, or churches) that are newly located either partially or completely within the 65 CNEL contour as compared to their location relative to the 65 CNEL contour in the 2013 Annual Contours, which will serve as the baseline condition. All uses that were established before 1985 and have not been insulated under the previous AIP will be eligible for evaluation under the SIP described in Mitigation Measure (617) N-3. Those uses with an average interior noise levels exceeding 45 CNEL will be eligible for insulation under the SIP described in Mitigation Measure (617) N-3.

For those uses with interior noise levels less than 45 CNEL, the amount of outdoor-to-indoor noise reduction for each habitable room will be recorded. In each subsequent Annual Noise Report, the noise level impacting these uses and the measured noise reduction will be used to estimate the interior noise level. If the estimated interior noise level exceeds 45 CNEL, then the use will be eligible for re-evaluation in the form of new interior noise level measurements. If the interior noise level in any habitable room exceeds 45 CNEL, then the use will be eligible for the SIP described in Mitigation Measure (617) N-3.

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Final Program EIR 627 identifies that residential units that will be included in the future (2026) 65 CNEL contour that do not have avigation easements and have not received prior sound attenuation from the Airport would be eligible for participation in the Sound Insulation Program (SIP) adopted in conjunction with the 2014 Settlement Agreement Amendment. The following four measures ((617) LU-1 and (617) N-1 through (617) N-3) are taken from MMRP for the 2014 Settlement Agreement Amendment.
### Mitigation Program

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<tr>
<td><strong>617 N-1</strong></td>
<td>Starting with the 2015 Fourth Quarter Noise Report, the annual noise levels at NMS 1S, 2S, and 3S will be compared by the County of Orange to the 2013 annual noise levels. If the noise levels have increased by 1.5 dB or more at any of these NMS, all noise sensitive uses represented by that NMS (i.e., that is the closest NMS to the parcel) that have not been previously insulated under the 1985 AIP will be eligible for evaluation for participation in the Sound Insulation Program (SIP) as described in Mitigation Measure (617) N-3. Those uses with interior noise levels exceeding an average of 45 CNEL will be eligible for insulation under the SIP as described in the mitigation measure. For those uses with interior noise levels less than 45 CNEL, the amount of outdoor-to-indoor noise reduction for each habitable room will be recorded. In each subsequent Fourth Quarter Noise Report, the noise level impacting these uses and the measured noise reduction will be used to estimate the interior noise level. If the estimated interior noise level exceeds an average of 45 CNEL, then the use will be eligible for re-evaluation in the form of new interior noise level measurements. If the interior noise level in any habitable room exceeds an average of 45 CNEL, then the use will be eligible for the SIP described in Mitigation Measure (617) N-3.</td>
<td>Starting with the 2015 Fourth Quarter Noise Report</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
</tr>
<tr>
<td><strong>617 N-2</strong></td>
<td>Starting with the 2015 Fourth Quarter Noise Report, the annual noise levels at NMS 1S, 2S, and 3S will be compared by JWA to the 2013 annual noise levels. If the noise levels have increased by 1.0 dB or more at any of these NMS, all noise sensitive uses represented by that NMS (i.e., that is the closest NMS to the parcel) exposed to noise levels of 65 CNEL or greater that have not been previously insulated under the 1985 AIP will be eligible for evaluation for participation in the Sound Insulation Program (SIP) as described in Mitigation Measure (617) N-3.</td>
<td>Starting with the 2015 Fourth Quarter Noise Report</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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</table>
The only practical way to mitigate indoor noise levels is through a Sound Insulation Program (SIP). Mitigation Measure (617) LU-1, as described in the Section 4.5, Land Use [of Final EIR 617], and Mitigation Measures (617) N-1 and (617) N-2, described above, will determine the sensitive land uses that will be eligible for participation in the SIP described below as Mitigation Measure (617) N-3. FAA regulations require that residences be exposed to an outdoor noise level of 65 CNEL or greater and interior noise levels greater than 45 CNEL for FAA or Airport funds to be used for sound insulation. The referring Mitigation Measures, (617) LU-1, (617) N-1, and (617) N-2, will ensure the outdoor noise criterion is met. The interior noise level criterion will be determined in the evaluation phase of Mitigation Measure (617) N-3. Sensitive uses with
interior noise levels greater than 45 CNEL will be eligible for sound insulation.

The FAA guidance for implementing sound insulation programs specifically states that the average noise level in all habitable rooms of a residence or all educational spaces in school must be greater than 45 CNEL for the use to be eligible for sound insulation funded by the Airport or FAA. However, the County’s noise standards specifically require that the noise level in any habitable room or educational space must be less than 45 CNEL. This is implied in the City of Newport Beach’s noise standards, as well. Under CEQA, the lead agency's noise standard is used to determine impacts. Therefore, a noise sensitive use is considered significantly impacted if the noise level in any habitable room or educational space exceeds 45 CNEL.

As discussed below, the Airport will request that the FAA waive its requirement that the average noise level in all habitable rooms or educational spaces exceed 45 CNEL in order for sound insulation to be funded by the FAA or Airport in order that all noise related impacts are mitigated to a less than significant level in a timely manner. If the FAA does not agree to waive this requirement, then uses with one or more habitable rooms or educational spaces exceeding 45 CNEL but with the average noise level in all habitable rooms or educational spaces less than 45 CNEL would be significantly and unavoidably impacted as there is no other funding source for a SIP. However, these uses would be eligible for insulation when and if the average noise level exceeded 45 CNEL. As discussed in Mitigation Measures, (617) LU-1, (617) N-1, and (617) N-2, if an individual land use is not eligible for insulation because the interior noise level does not exceed 45 CNEL, there are criteria for re-evaluation.

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<td>interior noise levels greater than 45 CNEL will be eligible for sound insulation.</td>
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<tr>
<td>The FAA guidance for implementing sound insulation programs specifically states that the average noise level in all habitable rooms of a residence or all educational spaces in school must be greater than 45 CNEL for the use to be eligible for sound insulation funded by the Airport or FAA. However, the County’s noise standards specifically require that the noise level in any habitable room or educational space must be less than 45 CNEL. This is implied in the City of Newport Beach’s noise standards, as well. Under CEQA, the lead agency's noise standard is used to determine impacts. Therefore, a noise sensitive use is considered significantly impacted if the noise level in any habitable room or educational space exceeds 45 CNEL. As discussed below, the Airport will request that the FAA waive its requirement that the average noise level in all habitable rooms or educational spaces exceed 45 CNEL in order for sound insulation to be funded by the FAA or Airport in order that all noise related impacts are mitigated to a less than significant level in a timely manner. If the FAA does not agree to waive this requirement, then uses with one or more habitable rooms or educational spaces exceeding 45 CNEL but with the average noise level in all habitable rooms or educational spaces less than 45 CNEL would be significantly and unavoidably impacted as there is no other funding source for a SIP. However, these uses would be eligible for insulation when and if the average noise level exceeded 45 CNEL. As discussed in Mitigation Measures, (617) LU-1, (617) N-1, and (617) N-2, if an individual land use is not eligible for insulation because the interior noise level does not exceed 45 CNEL, there are criteria for re-evaluation.</td>
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Mitigation Program

the annual report noise levels and previous evaluation measurements indicate that the use may meet the interior noise requirement it will be re-evaluated for insulation eligibility.

**Part 1, Evaluation:** When Mitigation Measures (617) LU-1, (617) N-1, or (617) N-2 determines that a noise sensitive use is significantly impacted based on measured noise levels and the relevant significance thresholds, that use will be evaluated by the County of Orange for eligibility for sound insulation. The evaluation will be performed by measuring the indoor noise levels for each habitable room or educational space. If the average noise level in all habitable rooms or education spaces of a use is greater than an average of 45 CNEL then the use will be eligible for sound insulation. Additionally, if the average noise level is less than 45 CNEL, any use with a noise level greater than an average of 45 CNEL in any habitable room or educational space also will be eligible for sound insulation if the FAA waives its requirement that noise levels be averaged across all habitable rooms or education spaces.

Per FAA guidance, noise levels will be measured with all windows and doors closed. Uses with measured interior noise levels less than 45 CNEL that do not have an existing central ventilation system, but rely on keeping windows open for air circulation will be eligible for a Continuous Positive Ventilation System. Implementation of such a system will be dependent on meeting the FAA requirements for implementation of such a system.

**Part 2, Sound Insulation Program:** Schools or residences that have interior noise levels exceeding 45 CNEL as determined by the evaluation measurements
## Mitigation Program

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<td>will be eligible for sound insulation. The implementation of sound insulation will depend on satisfying the FAA criteria described in Chapter 812 of Order 5100.38C Airport Improvement Program Handbook. Note that as an alternative to providing sound insulation, an impacted property may also be mitigated by converting an incompatible use to a compatible use or removing the incompatible use.</td>
<td>Ongoing</td>
<td>JWA Manager, Access and Noise Office</td>
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<td><strong>NOISE</strong></td>
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<tr>
<td><strong>RR NOI-1</strong></td>
<td>The Orange County Municipal Code Article 3 Section 2-1-30, General Aviation Noise Ordinance, prohibits nighttime general aviation operations for operations that exceed the specified SENEL noise limit at each of the noise monitoring locations.</td>
<td>Ongoing</td>
<td>JWA Manager, Access and Noise Office</td>
</tr>
<tr>
<td><strong>SC NOI-1</strong></td>
<td>Except when the interior noise level exceeds the exterior noise level, the applicant shall sound attenuate all nonresidential structures against the combined impact of all present and projected noise from exterior noise sources to meet the interior noise criteria as specified in the Noise Element and Land Use/Noise Compatibility Manual. Prior to the issuance of any building permits, the applicant shall submit to the Manager, Building and Safety, an acoustical analysis report prepared under the supervision of a County-certified acoustical consultant which describes in detail the exterior noise environment and the acoustical design features required to achieve the interior noise standard and which indicates that the sound attenuation measures specified have been incorporated into the design of the project. (County Standard Condition N02)</td>
<td>Prior to the issuance of building permits</td>
<td>Manager, Building and Safety</td>
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<td>Mitigation Program</td>
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<tr>
<td>TRANSPORTATION/TRAFFIC</td>
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<tr>
<td><strong>SC TRA-1:</strong></td>
<td>Prior to the issuance of any grading permits</td>
<td>Manager, OC Infrastructure/Traffic Engineering</td>
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<td>Prior to the issuance of any grading permits, the applicant shall provide adequate sight distance per Standard Plan 1117 at all street intersections, in a manner meeting the approval of the Manager, OC Infrastructure/Traffic Engineering. The applicant shall make all necessary revisions to the plan to meet the sight distance requirement such as removing slopes or other encroachments from the limited use area in a manner meeting the approval of the Manager, Building and Safety. (County Standard Condition of Approval T10)</td>
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<tr>
<td>TRIBAL CULTURAL RESOURCES</td>
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<tr>
<td><strong>MN TCR-1</strong></td>
<td>Prior to issuance of grading permit</td>
<td>Manager, Permit Services</td>
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<td>Tribal Cultural Resources Observation and Salvage. Prior to the issuance of any grading permit in which native soil is disturbed, the applicant shall provide written evidence to the Manager, Permit Services, that a Native American monitor has been retained to observe grading activities in native sediment and to salvage and catalogue tribal cultural resources as necessary. The Native American monitor, which shall be a representative of a tribe with ancestral connection to the land, shall be present at the pre-grade conference, shall establish procedures for tribal cultural resource surveillance, and shall establish, in cooperation with the County, procedures for temporarily halting or redirecting work to permit the sampling, identification, and evaluation of the tribal cultural resource as appropriate. If the tribal cultural resources are found to be significant, the Native American observer shall determine appropriate actions, in cooperation with the County for exploration and/or salvage.</td>
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<td>Mitigation Program</td>
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<td>RR UTL-1</td>
<td>In conjunction with Site Plan Review</td>
<td>Manager, Building and Safety JWA Deputy Airport Director, Facilities Development or designee</td>
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<tr>
<td>RR UTL-2</td>
<td>In conjunction with Site Plan Review</td>
<td>Manager, Building and Safety JWA Deputy Airport Director, Facilities Development or designee</td>
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19 CALGreen Appendix A4 contains the voluntary measures (Tier 1 and Tier 2) that were developed to provide a statewide method of enhancing green construction practiced beyond the Code’s minimum levels. It should be noted, although RR UTL-2 identifies compliance with the California Green Building Standards Code, the John Wayne Airport Climate Action Plan requires fixed based operators and vendors to meet stringent energy efficiency requirements equivalent of CalGreen Tier 1 and Envision Gold or higher for applicable components of GAIP facilities. This requirement is identified in the consistency evaluation with the CAP, provided in Table 4.4-10, item E-11 (included in Section 4.4, Greenhouse Gas Emissions).
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<td>RR UTL-3</td>
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<tr>
<td>RR WQ-1</td>
<td>In conjunction with Site Plan Review; Implementation during construction</td>
<td>Manager, Building and Safety JWA Deputy Airport Director, Facilities Development or designee</td>
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**WATER QUALITY**

**RR WQ-1** If groundwater is encountered during ground disturbance activities at JWA, the contractor shall provide evidence to the County that it has applied for coverage under Order No. R8-2015-0004 for the disposal of acceptable construction dewatering discharges to the local storm drainage system, through the submission of a copy of the completed Notice of Intent for the project and Santa Ana Regional Water Quality Control Board’s (RWQCB’s) Discharge Authorization Letter. The contractor shall comply with the discharge prohibitions; conduct groundwater testing to show the discharge would not exceed the set effluent limitations and applicable surface water limitations, including the provision of needed facilities and systems of treatment and control to meet the limitations; and implement a monitoring and reporting program.

If the proposed discharge is not eligible for coverage under this Order, an individual National Pollutant Discharge Elimination System (NPDES) permit shall be obtained. The contractor shall provide a copy of the NPDES permit to the Orange County Building and Safety Division and implement the conditions of approval during construction dewatering activities.
### Mitigation Program

| SC WQ-1 | Prior to the issuance of any grading or building permits, the applicant shall submit for review and approval by the Manager, Building and Safety, a Water Quality Management Plan (WQMP) specifically identifying Best Management Practices (BMPs) that will be used on site to control predictable pollutant runoff. The applicant shall utilize the Orange County Drainage Area Management Plan (DAMP), Model WQMP, and Technical Guidance Manual for reference, and the County’s WQMP template for submittal. This WQMP shall include the following:
| **Timing of Mitigation** | Prior to issuance of grading or building permits |
| **County Department or Other Agency for Review/Approval** | Manager, Building and Safety |
| **Completion Date** | JWA Deputy Airport Director, Facilities Development or designee |

- Detailed site and project description
- Potential storm water pollutants
- Post-development drainage characteristics
- Low Impact Development (LID) BMP selection and analysis
- Hydromodification Control BMP selection and analysis
- Structural and Non-Structural source control BMPs
- Site design and drainage plan (BMP Exhibit)
- Geographic Information Systems (GIS) coordinates for all LID and Treatment Control BMPs
- Operation and Maintenance (O&M) Plan that (1) describes the long-term operation and maintenance requirements for BMPs identified in the BMP Exhibit; (2) identifies the entity that will be responsible for long-term operation and maintenance of the referenced BMPs; and (3) describes the mechanism for funding the long-term operation and maintenance of the referenced BMPs
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<td>The BMP Exhibit from the approved WQMP shall be included as a sheet in all plan sets submitted for plan check, and all BMPs shall be depicted on these plans. Grading and building plans must be consistent with the approved BMP exhibit. (County Standard Condition WQ01)</td>
<td>Prior to the issuance of a certificate of use and occupancy</td>
<td>Manager, Orange County Inspection</td>
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<td>SC WQ-2</td>
<td>Prior to the issuance of a certificate of use and occupancy</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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<td>Prior to the issuance of a certificate of use and occupancy, the applicant shall demonstrate compliance with the County's NPDES Implementation Program in a manner meeting the satisfaction of the Manager, Orange County (OC) Inspection, including:</td>
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<td>1. Demonstrate that all structural Best Management Practices (BMPs) described in the BMP Exhibit from the project's approved WQMP have been implemented, constructed, and installed in conformance with approved plans and specifications</td>
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<td>2. Demonstrate that the applicant has complied with all non-structural BMPs described in the project’s WQMP</td>
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<td>3. Submit for review and approval an Operations and Maintenance (O&amp;M) Plan for all structural BMPs (the O&amp;M Plan shall become an attachment to the WQMP)</td>
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<td>4. Demonstrate that copies of the project’s approved WQMP (with attached O&amp;M Plan) are available for each of the initial occupants</td>
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<td>5. Agree to pay for a Special Investigation from the County of Orange for a date twelve (12) months after the issuance of a Certificate of Use and Occupancy for the project to verify compliance with the approved WQMP and O&amp;M Plan</td>
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<td>Mitigation Program</td>
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| • Demonstrate that the applicant has RECORDED one of the following:  
  1. The covenants, conditions, and restrictions (CC&Rs) (that must include the approved WQMP and O&M Plan) for the project’s Home Owner’s Association  
  2. A water quality implementation agreement that has the approved WQMP and O&M Plan attached  
  3. The final approved Water Quality Management Plan (WQMP) and Operations and Maintenance (O&M) Plan (County Standard of Approval WQ02) | Prior to the issuance of any grading or building permits | Manager, Permit Intake  
JWA Deputy Airport Director, Facilities Development or designee | |}

| SC WQ-3 Prior to the issuance of any grading or building permits, the applicant shall demonstrate compliance with California’s General Permit for Stormwater Discharges Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number or other proof of filing in a manner meeting the satisfaction of the Manager, Permit Intake. Projects subject to this requirement shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). A copy of the current SWPPP shall be kept at the project site and be available for County review on request. (County Standard of Approval WQ04) | Prior to issuance of grading or building permits | Manager, Permit Intake  
JWA Deputy Airport Director, Facilities Development or designee | |

| SC WQ-4 Prior to the issuance of any grading or building permit, the applicant shall submit an Erosion and Sediment Control Plan (ESCP) in a manner meeting approval of the Manager, Permit Intake, to demonstrate compliance with the County’s NPDES Implementation Program and state water quality regulations for | Prior to issuance of grading or building permits | Manager, Permit Intake  
JWA Deputy Airport Director, Facilities Development or designee | |
<table>
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<tr>
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<th>County Department or Other Agency for Review/Approval</th>
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<td>grading and construction activities. The ESCP shall identify how all construction materials, wastes, grading or demolition debris and stockpiles of soil, aggregates, soil amendments, and other on-site materials shall be properly covered, stored, and secured to prevent transport into local drainages or coastal waters by wind, rain, tracking, tidal erosion, or dispersion. The ESCP shall also describe how the applicant will ensure that all BMPs will be maintained during construction of any future public rights-of-way. The ESCP shall be updated as needed to address the changing circumstances of the project site. A copy of the current ESCP shall be kept at the project site and be available for County review on request. (County Standard of Approval WQ05)</td>
<td>Prior to issuance of building permits for any tank or pipeline</td>
<td>Manager, Permit Intake in consultation with the Orange County Fire Authority, the Orange County Health Care Agency and wastewater agencies</td>
<td></td>
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<tr>
<td>Prior to the issuance of building permits for any tank or pipeline, the uses of said tank or pipeline shall be identified, and the applicant shall submit a Chemical Management Plan in addition to a WQMP with all appropriate measures for chemical management (including, but not limited to, storage, emergency response, employee training, spill contingencies, and disposal) in a manner meeting the satisfaction of the Manager, Permit Intake, in consultation with the Orange County Fire Authority, the Orange County Health Care Agency and wastewater agencies, as appropriate, to ensure implementation of each agency’s respective requirements. A copy of the approved “Chemical Management Plans” shall be furnished to the Manager, OC Inspection, prior to the issuance of any Certificates of Use and Occupancy. (County Standard of Approval WQ06)</td>
<td>Prior to Certificates of Use and Occupancy</td>
<td>Manager, OC Inspection</td>
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<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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<tr>
<td>SC WQ-6</td>
<td>Prior to grading or building permit close-out and/or the issuance of a certificate of use and occupancy</td>
<td>Manager, OC Inspection JWA Deputy Airport Director, Facilities Development or designee</td>
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For industrial facilities subject to California's General Permit for Stormwater Discharges Associated with Industrial Activity as defined by Standard Industrial Classification (SIC) Code.

Prior to grading or building permit close-out and/or the issuance of a certificate of use and occupancy, the applicant shall demonstrate that compliance with the permit has been obtained by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the notification of the issuance of a Waste Discharge Identification (WDID) Number or other proof of filing to the satisfaction of the Manager, OC Inspection.20 (County Standard of Approval WQ07)

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20 Alternatively, the facility may provide documentation to be added to the Airport’s existing SWPPP and demonstrate the BMPs implemented by the facility meet the requirements of the Industrial General Permit.
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

May 7, 2019

WHEREAS, the County of Orange ("County") is the owner and operator of John Wayne Airport, Orange County ("JWA" or "Airport") and provides both general aviation and commercial air carrier facilities and services at the Airport; and

WHEREAS, beginning in 1923, the Airport began operating as a privately owned general aviation facility and first became a publicly owned facility in 1939; and

WHEREAS, general aviation services and facilities at JWA have not been comprehensively studied since 1990 and the character of general aviation has changed significantly since that time; and

WHEREAS, multiple factors supported conducting a comprehensive evaluation of general aviation facilities at this time, including, but not limited to, (1) the introduction of new aircraft into, and other changes within, the general aviation fleet; (2) the advanced age of some of JWA’s general aviation structures and resultant need for improvements; (3) the need to ensure compliance with Federal Aviation Administration ("FAA") requirements related to proximity of buildings and airfield roadways to taxiways and runways; and (4) the expiration of a number of general aviation-related long term leases; and

WHEREAS, in 2015, the Airport initiated a comprehensive study of general aviation facilities and services at JWA, began meetings with stakeholders and development of goals and objectives for the purpose of evaluating and planning for the future needs of the general aviation community at the Airport; and

WHEREAS, this comprehensive study was designated the General Aviation Improvement Program ("GAIP"); and

WHEREAS, the GAIP would be implemented in the area of the Airport currently utilized for general aviation and would serve to maximize the efficiency and safety of facilities; and

WHEREAS, an environmental impact report ("EIR") process, as defined by the California Environmental Quality Act ("CEQA") (California Public Resources Code, Sections 21000 et seq.) was initiated and a program level EIR was prepared pursuant to CEQA, the CEQA Guidelines, and the County’s Local CEQA Procedures Manual to address the potential environmental impacts associated with the GAIP; and

WHEREAS, this EIR was designated as Program EIR 627; and

WHEREAS, Program EIR 627 addressed a Proposed Project and Alternative 1 at an equal level of detail, and a reasonable range of alternatives, including Alternative 2, Alternative 3 and
the No Project Alternative; and

WHEREAS, Alternative 2, as designated in Program EIR 627, is hereinafter known as the GAIP “Project Proposed for Approval”; and

WHEREAS, in accordance with Section 15063 of the CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq.), the County prepared an Initial Study/Environmental Checklist (“Initial Study”) for the GAIP and distributed it, along with the Notice of Preparation (“NOP”) of a Program EIR, to responsible and interested agencies and key interest groups for comment during a thirty (30) day public review period from March 30, 2017 to May 1, 2017; and

WHEREAS, a public scoping meeting was held on April 12, 2017, to solicit input from interested parties on the content of the Program EIR for the GAIP; and

WHEREAS, on September 20, 2018, the County published the Notice of Availability of Draft Program EIR 627 (SCH No. 2017031072); and

WHEREAS, Draft Program EIR 627 was circulated for a forty-five (45) day public review period, but upon request was extended an additional fifteen (15) days, for a total review period of sixty (60) days to November 21, 2018; and

WHEREAS, during the public review period, a public meeting was held on September 26, 2018, to review the findings of the Draft Program EIR and solicit input from interested parties, and a transcript of this meeting is included in the Responses to Comments document; and

WHEREAS, the County prepared responses to all written and oral comments received during the public review period; and

WHEREAS, on April 8, 2019, copies of the Responses to Comments were sent via overnight mail to all commenting agencies, and on April 9, 2019, notices of the availability of the Responses to Comments were sent to all parties that submitted comments on the Draft Program EIR. On April 9, 2019, the Responses to Comments were also posted on the JWA website and a notice was published in The Orange County Register regarding the availability of the Responses to Comments and the date for the Board of Supervisors hearing; and

WHEREAS, on April 15, 2019, copies of the updated Responses to Comments were sent via overnight mail to all commenting agencies and the updated Responses to Comments were also posted on the JWA website to notify the public of the availability of an updated Responses to Comments Volume 2A and a change in the date for the Board of Supervisors hearing. Additionally, on April 18, 2019, notices of availability of the updated Responses to Comments were sent to all parties that submitted comments on the Draft Program EIR. On April 22, 2019, a notice was also published in The Orange County Register; and
WHEREAS, the Orange County Airport Commission held a special public meeting on April 17, 2019 to receive and consider public testimony with respect to the GAIP, and continued this Airport Commission special meeting to its regularly scheduled meeting of May 1, 2019; and

WHEREAS, on April 15, 2019, the County provided notice of the April 17, 2019 Airport Commission special meeting on the GAIP and Final Program EIR 627, in accordance with the Ralph M. Brown Act, Government Code Section 54956; and

WHEREAS, on April 15, 2019, the County provided to the Commission copies of the entire Agenda packet and other materials identified above for the April 17, 2019 Airport Commission special meeting; and

WHEREAS, on April 26, 2019 the County provided notice of the Airport Commission regularly scheduled meeting of May 1, 2019 on the GAIP and Final Program EIR 627, in accordance with the Ralph M. Brown Act, Government Code Section 54950, et seq.; and

WHEREAS, the Airport Commission has reviewed and considered all such materials for the GAIP and Final Program EIR 627, as identified above; and

WHEREAS, on May 1, 2019, the Orange County Airport Commission voted 3 - 1 to continue the GAIP agenda item for thirty (30) days for further discussion and consideration; and

WHEREAS, in accordance with Section 15132 of the State CEQA Guidelines, Final Program EIR 627 consists of:

a. Draft Program EIR 627 and all appendices, technical reports, survey reports, and site assessment reports to the extent applicable thereto;

b. Comments and Responses to Comments on Draft Program EIR 627, including a list of all persons, organizations, and public agencies commenting on the Draft Program EIR;

c. Proceedings of the public meeting held on the Draft Program EIR on September 26, 2018;

d. Transmittal package to the Orange County Airport Commission dated April 17, 2019 (and continued to May 1, 2019);

e. Minutes of the Orange County Airport Commission special meeting held April 17, 2019 and its regular meeting held May 1, 2019;

f. Transmittal package to the Board of Supervisors dated April 23, 2019;

g. Supplemental transmittal package to the Board of Supervisors dated May 2, 2019;

h. Proceedings of the Board of Supervisors meeting held on May 7, 2019;

i. Public testimony provided at the Board of Supervisors meeting held on May 7, 2019;

j. Board of Supervisors’ Resolutions relating to the GAIP Project Proposed for Approval and Final Program EIR 627, including all attachments thereto;

k. Any other written materials relevant to the Board’s compliance with CEQA or its decision on the merits of the Project Proposed for Approval, including any documents or portions thereof, that were released for public review, relied upon in the environmental documents prepared for the Project Proposed for Approval, or
WHEREAS, Section 21081 of the Public Resources Code and Section 15091 of the State CEQA Guidelines require that this Board make one or more of the following findings prior to approving or carrying out a project for which an EIR has been prepared identifying one or more significant effects of the project, together with a statement of facts in support of each finding:

(1) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR.

(2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can or should be adopted by such other agency.

(3) Specific economic, legal, social, technological or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

WHEREAS, Section 15093(a) of the State CEQA Guidelines requires this Board to balance the benefits of a proposed project against its unavoidable environmental risk in determining whether to approve the project; and

WHEREAS, Section 15093(b) of the State CEQA Guidelines requires that, where the decision of the Board allows the occurrence of significant effects which are identified in an EIR, but are not at least substantially mitigated, the Board must state in writing the reasons to support its action on the Final EIR or other information in the record; and

WHEREAS, Section 15097 of the State CEQA Guidelines requires that a mitigation monitoring and reporting program (“MMRP”) designed to ensure compliance with mitigation measures imposed to avoid or substantially lessen the significant effects identified in Final Program EIR 627 be prepared.

NOW, THEREFORE BE IT RESOLVED that the County of Orange, as the airport proprietor of JWA:

1. Has reviewed and considered Final Program EIR 627 (State Clearinghouse No. 2017031072) as the Lead Agency under CEQA and finds that it is adequate, complete and contains all information required by CEQA, the State CEQA Guidelines, and the County Local CEQA Procedures Manual.

2. Has provided, and will continue to provide, Final Program EIR 627, on file with the County of Orange John Wayne Airport, 3160 Airway Avenue, Costa Mesa, California 92626.

3. Finds that Final Program EIR 627 has identified all significant environmental effects of the Project Proposed for Approval (referred to as Alternative 2 in Final Program
EIR 627) and has analyzed a range of reasonable alternatives to the Project Proposed for Approval, as set forth in the CEQA Findings, Facts in Support of the Findings, and Statement of Overriding Considerations (“Findings”), which are incorporated by reference, made an express part of this Resolution and attached to this Resolution as “Exhibit A.”

4. Adopts the appropriate finding(s) set forth in Section 21081 of the Public Resources Code and Section 15091 of the State CEQA Guidelines with respect to each significant environmental effect identified in Final Program EIR 627, and each alternative considered in Final Program EIR 627, and the explanation of its reasoning with respect to each finding is set forth in the Findings.

5. Finds that although Final Program EIR 627 identifies certain significant environmental effects that may occur with implementation of the Project Proposed for Approval, all significant effects that feasibly can be mitigated or avoided have been reduced to an acceptable level by imposition of mitigation measures, all of which have been identified in Final Program EIR 627 and described in the attached Findings; and all of which are adopted by this Board to mitigate the environmental effects of the Project Proposed for Approval.

6. Finds that the unavoidable significant environmental effects of the Project Proposed for Approval, as identified in the attached Findings, have been lessened substantially in their severity by the imposition of mitigation measures identified in the attached Findings. This Board also finds that the remaining unavoidable significant environmental effects are outweighed by the economic, social, and other benefits of the Project Proposed for Approval, as set forth in the Statement of Overriding Considerations, as identified in the attached Findings.

7. Adopts the Statement of Overriding Considerations, as identified in the attached Findings, which supports and justifies approval of the Project Proposed for Approval notwithstanding certain unavoidably significant environmental effects that feasibly cannot be mitigated to below a level of significance.

8. Finds the MMRP, which is incorporated by reference, made an express part of the Resolution and attached to this Resolution as “Exhibit B,” establishes a mechanism and procedure for implementing and verifying the implementation of, and compliance with, the adopted mitigation measures pursuant to Public Resources Code Section 21081.6, and this Board adopts the Mitigation Monitoring and Reporting Program.

9. Finds that Final Program EIR 627 has described a reasonable range of alternatives to the Project Proposed for Approval that feasibly could obtain the basic objectives of the project (including the No Project Alternative), even when these alternatives might impede the attainment of project objectives and might be more costly.

10. Finds that there is substantial evidence in the record to support the conclusions and findings before this Board.

11. Finds that significant new information has not been added to Final Program EIR 627 since the circulation of the Draft Program EIR such that recirculation for additional public review is necessary pursuant to State CEQA Guidelines Section 15088.5. The Board further finds that no information has been presented showing new significant effects and that no feasible alternative that would clearly lessen the significant physical environmental effects identified in the Final Program EIR has been proposed and rejected by this Board.
12. Finds, based on Final Program EIR 627, that the Project Proposed for Approval will not involve removal of coastal sage scrub habitat, or result in a net loss in Reserve System acreage or a net loss in sub-regional habitat values, and the Project Proposed for Approval will be implemented in accordance with the applicable provisions of the Central-Coastal Sub-regional NCCP/HCP and associated state and federal permits.

13. Finds that Final Program EIR 627 reflects the independent review and judgement of the County.

14. Finds that Final Program EIR 627 serves as adequate, complete, and appropriate environmental documentation for the Project Proposed for Approval.

15. Certifies Final Program EIR 627 as complete and adequate in that Final Program EIR 627 addresses all environmental effects of the Project Proposed for Approval and fully complies with the requirements of CEQA, the State CEQA Guidelines and the County’s local CEQA Procedures Manual.
EXHIBIT A

CEQA FINDINGS, FACTS IN SUPPORT OF FINDINGS, AND STATEMENT OF OVERRIDING CONSIDERATIONS FOR FINAL PROGRAM ENVIRONMENTAL IMPACT REPORT 627

ALTERNATIVE 2
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1.0 INTRODUCTION

1.1 STATUTORY REQUIREMENTS FOR FINDINGS

The California Environmental Quality Act ("CEQA") (California Public Resources Code, Section 21081) and the State CEQA Guidelines ("the Guidelines") (California Code of Regulations, Title 14, Section 15091 and 15093) require that no public agency approve or carry out a project in which a certified Environmental Impact Report ("EIR") identifies one or more significant effects of the project on the environment unless it (the public agency) makes one or more written findings for each significant effect, accompanied by a brief explanation of the rationale for each finding. Section 15091 of the Guidelines states the following:

a) No public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:

1) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR;

2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can or should be adopted by such other agency.

3) Specific economic, legal, social, technological or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

b) The findings required by subdivision (a) shall be supported by substantial evidence in the record.

c) The finding in subdivision (a)(2) shall not be made if the agency making the finding has concurrent jurisdiction with another agency to deal with identified feasible mitigation measures or alternatives. The finding in subdivision (a)(3) shall describe the specific reasons for rejecting identified mitigation measures and project alternatives.

d) When making the findings required in subdivision (a)(1), the agency shall also adopt a program for reporting on or monitoring the changes which it has either required in the project or made a condition of approval to avoid or substantially lessen significant environmental effects. These measures must be fully enforceable through permit conditions, agreements, or other measures.
e) The public agency shall specify the location and custodian of the documents or other materials which constitute the record of the proceedings upon which its decision is based.

f) A statement made pursuant to Section 15093 does not substitute for the findings required by this section.

Section 15093 of the Guidelines states the following:

a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological or other benefits, including region-wide or statewide environmental benefits of a proposed project, against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological of other benefits, including region-wide or statewide environmental benefits, or a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered “acceptable.”

b) When the lead agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the final EIR and/or other information in the record. The statement of overriding considerations shall be supported by substantial evidence in the record.

c) If an agency makes a statement of overriding considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination. This statement does not substitute for, and shall be in addition to, findings required pursuant to Section 15091.

In addition, CEQA requires a public agency to make a finding that the EIR reflects the public agency’s independent review and judgment. Therefore, in accordance with the provisions of CEQA and the Guidelines, the Orange County Board of Supervisors (“Board”), acting in its capacity as the CEQA lead agency and the proprietor of John Wayne Airport (“JWA” or “Airport”), expressly finds that Final EIR 627 (SCH No. 2017031072) for the John Wayne Airport General Aviation Improvement Program (“GAIP”) reflects the County’s independent review and judgment.

Final Program EIR 627 (or “Final Program EIR”) identifies significant or potentially significant environmental effects, prior to and after mitigation, which may occur as a result of the Board’s approval of the GAIP. In accordance with the provisions of CEQA and the Guidelines, the Board adopts these Findings as part of its certification of Final Program EIR 627.
1.2 **ORGANIZATION/FORMAT OF FINDINGS**

In compliance with the statutory requirements, the Findings are organized as follows:

1. Introduction to the CEQA Findings, Facts in Support of Findings, and Statement of Overriding Considerations for Final EIR.
2. An overview of background, including applicable regulations that must be considered in conjunction with the approval of the GAIP, including the Project Proposed for Approval.
3. Description of the GAIP and the Project Proposed for Approval, including an overview of the discretionary actions required for the Project approval and a statement of the Project Objectives.
4. Findings regarding the environmental impacts that were determined as a result of the Initial Study, Notice of Preparation (“NOP”), and consideration of comments received during the NOP comment period that were assessed as having no impact and did not receive further evaluation in the Draft Program EIR.
5. Findings regarding potentially significant effects identified in the Final Program EIR, which the County has determined would be less than significant with applicable standard conditions of approval, or regulatory requirements identified in the Draft Program EIR. This section includes environmental impacts that were initially identified as less than significant through the Initial Study process, but nonetheless were discussed and analyzed in the Draft Program EIR and confirmed in the Draft Program EIR to be less than significant.
6. Findings regarding potentially significant or significant effects identified in the Final Program EIR which the County has determined, with feasible mitigation measures identified in the Draft Program EIR, are less than significant.
7. Findings regarding significant effects identified in the Final Program EIR that cannot be feasibly mitigated to below the level of significance.
8. Findings regarding project alternatives.

Each category that discusses the environmental impacts of the Project Proposed for Approval, identifies the significance of the effects; applicable regulatory requirements, standard conditions of approval and mitigation measures relevant to the specific effects being considered; and the findings and facts in support of those findings.

To the extent relevant, the above-enumerated components of these Findings are accompanied by a discussion of significant effects, mitigation measures relevant to the specific effects being considered, findings, and facts in support of those findings.
1.3 RECORD OF PROCEEDINGS

For purposes of CEQA and these Findings of Fact, the Record of Proceedings for the Final Program EIR 627 consists of the following documents and other evidence, at a minimum:

a. Draft Program EIR 627 and Appendices A through I, technical reports, survey reports, and site assessment reports to the extent applicable, thereto;
b. Comments and Responses to Comments (Volumes 1A, 1B, 2A, and 2B) on Draft EIR Program 627, which includes a list of all persons, organizations, and public agencies commenting on the Draft Program EIR;
c. Proceedings of the public meeting held on the Draft Program EIR, on September 26, 2018, held at the JWA Administrative Offices;
d. Transmittal package to the Orange County Airport Commission for the special meeting dated April 17, 2019;
e. Minutes of the Orange County Airport Commission special meeting held April 17, 2019 and the regularly scheduled meeting held May 1, 2019;
f. Transmittal package to the Board of Supervisors for their April 23, 2019 meeting;
g. Supplemental transmittal package to the Board of Supervisors dated May 2, 2019;
h. Public testimony provided at the Board of Supervisors meeting held on May 7, 2019;
i. Board of Supervisors’ Resolutions Nos. 19-__ and 19-__ relating to the GAIP and Final Program EIR 627, including all attachments thereto;
j. The Mitigation Monitoring and Reporting Program.
k. The Agenda Staff Report prepared and resolutions adopted by the County of Orange in connection with the Project.
l. Matters of common knowledge to the County, including but not limited to federal, State, and local laws and regulations.
m. Any documents expressly cited in these Findings of Fact.
n. Any other relevant materials required to be in the record of proceedings by Section 21167.6(e) of the California Public Resources Code.
o. All attachments and documents incorporated by reference identified in items a. through n. above, including the non-privileged, retained files on the Project. All such Project documents and materials, and Record of Proceedings, listed and identified above are fully incorporated by reference into these Findings.

1.4 LOCATION AND CUSTODIAN OF DOCUMENTS

The documents and other materials that constitute the record of proceedings on which these Findings of Fact are based are at the Airport Administrative Office, located at 3160 Airway Avenue, Costa Mesa, California. The custodian for these documents is the County of Orange. Copies of the documents that constitute the record of proceedings are, and at all relevant times have been and will be, available upon request at the County of Orange. This information is
provided in compliance with Section 21081.6(a)(2) of the California Public Resources Code and with the California Code of Regulations, Title 14, Chapter 3, Section 15091(e).

1.5 PROGRAM LEVEL EIR

Final Program EIR 627 was prepared as a Program EIR pursuant to CEQA and the Guidelines. Section 15165 of the State CEQA Guidelines states, “where individual projects are, or a phased project is, to be undertaken and where the total undertaking comprises a project with significant environmental effect, the Lead Agency shall prepare a single program EIR for the ultimate project as described in Section 15168.”

As a Program EIR, it is recognized that the GAIP would be implemented over a period of years. As such, subsequent activities would be examined in light of the Final Program EIR to determine whether additional CEQA documentation would be required pursuant to the requirements of Section 21166 of CEQA (i.e., California Public Resources Code, Section 21166) and Sections 15162 and 15168 of the State CEQA Guidelines for subsequent site development approvals.

1.6 ENVIRONMENTAL REVIEW AND PUBLIC PARTICIPATION

In conformance with CEQA and the State CEQA Guidelines, the County conducted an extensive environmental review of the Project. This process included an initial project scoping with outreach to agencies and the public for input on the issues to be evaluated in the Draft Program EIR; the public review of the Draft Program EIR; and preparation of Responses to Comments on all written comments received during the public review period for the Draft Program EIR. The following is an overview of the major milestones in the environmental review and public participation process:

8. In accordance with Section 15063 of the State CEQA Guidelines, the County prepared an Initial Study/Environmental Checklist for the GAIP and distributed it along with the Notice of Preparation ("NOP") to responsible and interested agencies and key interest groups. The NOP was distributed to 75 individuals and agencies for a 30-day review period beginning on March 30, 2017. In addition, email notices regarding the availability of the NOP on the JWA website were sent to all the lessees at the Airport, and the NOP was posted on the JWA website.

• A Scoping Meeting was held on April 12, 2017, from 6:00 to 8:00 PM at the JWA Administrative Office in the Airport Commission Meeting Room to facilitate agency and public review and comment on the NOP. Approximately 30 people attended the Scoping Meeting (28 people signed the sign-in sheet). A total of 13 comment letters were received during the 30-day NOP review period. The NOP, distribution list, and all comments received on the NOP have been included in Appendix A of the Draft Program EIR.

• In compliance with Section 15087 of the State CEQA Guidelines, the County of Orange circulated a Notice of Completion and copies of Draft Program EIR 627 (State Clearinghouse No. 2017031072) to the State Clearinghouse, responsible and trustee agencies, local agencies, and any other interested parties for a 45-day public review
period. The public review period began on September 20, 2018, and was noticed as ending November 6, 2018. The Draft Program EIR consists of the following elements:

11. Draft Program EIR 627
12. Appendix A: NOP, Comments, and Handouts
13. Appendix B: General Aviation Opportunities Facilities Layout Report
15. Appendix D: Orange County/John Wayne Airport (JWA) General Aviation Improvement Program (GAIP) Based Aircraft Parking—Capacity Analysis and General Aviation Constrained Forecasts
17. Appendix F: Hazards and Hazardous Materials Reports
   1. Appendix F-1: Phase II Environmental Site Assessment Report

   • A Notice of Availability of the Draft Program EIR and for the September 26, 2018 public meeting was published in The Orange County Register, on September 20, 2018, as well as posted on the John Wayne Airport website. Notices were also sent (via U.S. mail or email, dependent on the contact information provided) to attendees of the public scoping meeting or parties that had requested the Airport add their contact information to the mailing list. A total of 756 notices were sent to various agencies, elected officials, organizations, businesses, and individuals.
   • Copies of the Draft Program EIR, supporting technical appendices, and cited or referenced studies or reports were made available for review at the JWA Administrative Offices located at 3160 Airway Avenue in Costa Mesa, California 92626. The Draft Program EIR and technical appendices were also available online at www.ocair.com/DEIR627 and at 11 local branch libraries.
A public meeting was held on September 26, 2018 at the JWA Administrative Offices in Costa Mesa. The presentation at the public meeting provided an overview of the GAIP and the findings of the Draft Program EIR. The public was also given an opportunity to provide input on the Draft Program EIR and to ask questions about the Project. Eight individuals provided public comments at the meeting during the public comment period of the meeting; however, additional comments were made during the public presentation portion of the meeting. A transcript of the public meeting was prepared and is included in Volume 1B, of the Responses to Comments of the Final Program EIR.

Prior to the end of the public review period, the County received requests for a time extension. The County extended the review period until November 21, 2018, resulting in a 60-day public review period. In conjunction with the time extension, the County of Orange sent letters on November 1, 2018 to all the original recipients of the Draft Program EIR and the Notice of Availability to inform them of the time extension. In addition, a notice of time extension was published in the Orange County Register. The notice was also posted on the JWA website.

A total of 288 comment letters/cards/e-mails were received during the 60-day review period. Of these, 150 letters were a standardized form letter. Additionally, a number of the commenters submitted the same set of comments more than once or in multiple formats (i.e., electronically and hard copy). In addition, 28 comment letters/cards/e-mails were received after the end of the public review period, 10 of which are the standardized form letter, and one comment letter was sent to a member of the Board of Supervisors. Although the County is not required to respond to late comments, written responses to these comments have been prepared and are included in the Responses to Comments.

As required by Section 15132(d) of the CEQA Guidelines, the Final Program EIR responds to comments regarding “significant environmental points raised in the review and consultation process”. Many of the comments received do not identify any environmental issues or questions on the adequacy of the Draft Program EIR; therefore, pursuant to CEQA, no response is required. However, as part of these Responses to Comments, information is provided to enhance the commenters’ understanding of the GAIP. The majority of this information is contained in the Draft Program EIR.

The Responses to Comments component of the Final Program EIR provides additional information in responses to comments and questions from agencies and the public. This additional information does not constitute significant new information requiring recirculation but rather, the additional information merely clarifies, amplifies, or makes minor modifications in an adequate Draft Program EIR. The Board of Supervisors finds that this additional information does not constitute significant new information requiring recirculation but rather, that the additional information merely clarifies, amplifies, or makes insignificant modifications in an adequate EIR. Specifically, the Board of Supervisors finds that the additional information (including the changes described above), does not show that any of the following would occur:

1. A new significant environmental impact would result from implementation of the Project or from a new mitigation measure proposed to be implemented.
(2) A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.

(3) A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the Project, but the Project’s proponents decline to adopt it.

(4) The Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

In summary, the Board of Supervisors hereby finds that no significant new information has been added to the Final EIR since public notice was given of the availability of the Draft EIR that would require recirculation of the EIR.

- In keeping with the requirements of Section 21092.5 of CEQA, which requires the Lead Agency to provide a copy of the written response to each public agency that commented on the Draft Program EIR, the County of Orange provided an electronic copy of the Responses to Comments to the public agencies that commented. In addition, the County sent a notification of the availability of the Responses to Comments to all parties that commented on the Draft Program EIR. The notice also provided detail on the hearing dates before the Orange County Airport Commission and the Board of Supervisors. The notices were sent at least ten days prior to the Board of Supervisors certifying the Final Program EIR. The Responses to Comments, which becomes part of the Final Program EIR, was released on April 9, 2019 and posted on the Airport’s website. The notice was also published in The Orange County Register on April 9, 2019.

- An updated Volume 2A was posted to the Airport’s website on April 15, 2019 to include the Health Risk Assessment (HRA), which was an attachment inadvertently missing in the original document. Copies of the updated Responses to Comments were also sent via overnight mail to all commenting agencies, which were received on April 16, 2019. Notices were sent on April 18, 2019 to all parties that submitted comments on the Draft Program EIR to notify the public of the availability of an updated Responses to Comments Volume 2A and a change in the date for the Board of Supervisors hearing.

- A notice was published in The Orange County Register on Monday, April 22, 2019 regarding the availability of an updated Responses to Comments Volume 2A and a change in the date for the Board of Supervisors hearing.

- The Orange County Airport Commission held a special meeting on April 17, 2019, which was continued to its regularly scheduled meeting of May 1, 2019. There was an opportunity for the public to address the Commission and provide public testimony at each of these meetings.

- This item appeared on the agenda for the April 23, 2019 and May 7, 2019 meetings of the Orange County Board of Supervisors, in the Board Chambers at 333 West Santa Ana Boulevard in Santa Ana, California. A notice of time, place, and purpose of the aforesaid meeting was provided in accordance with CEQA and the County’s noticing requirements.
1.7 **MITIGATION MONITORING AND REPORTING PROGRAM**

As required by Public Resources Code Section 21081.6, the Board, in adopting these findings, also adopts the Mitigation Monitoring and Reporting Program ("MMRP") developed for the GAIP. The MMRP complies with the requirements to identify the method by which the adopted measure will be implemented; the responsible party for verifying the measure has been satisfactorily completed; the method of verification; and the appropriate time or phase for the implementation of each mitigation measure. The MMRP is designed to ensure that, during implementation of the GAIP, the County and other responsible parties will comply with the adopted mitigation measures, summarized below.

The MMRP, which is provided as Exhibit B to the Resolution, incorporates all components of the Mitigation Program identified in the Final Program EIR 627. The Mitigation Program identified in Final Program EIR 627 includes both mitigation measures ("MM") and minimization measures ("MN"). A mitigation measure is a Project-specific measure that has been developed to reduce a potentially significant impact. A minimization measure is a condition proposed to reduce an adverse effect of the Project even when that effect does not result in a significant impact. As such minimization measures go beyond the requirements of CEQA. In addition, to facilitate tracking the MMRP includes the regulatory requirements and standard conditions of approval, which are also identified in the Final Program EIR. The regulatory requirements are based on local, State, or federal regulations or laws that are frequently required independently of CEQA review and also serve to offset or prevent specific impacts. The standard conditions of approval are taken from the County of Orange adopted Standard Conditions of Approval. These are conditions frequently required independently of CEQA review that serve to offset or prevent specific impacts; however, there is not a formally adopted regulation.

Recognizing this is a Program EIR, certain details of the Project design are unknown at this time. During subsequent levels of approval, the County will have the discretion to substitute a different, environmentally equivalent, measure that would result in the same or superior effect on the environment as those described in this Program EIR. It should also be noted, additional mitigation measures and requirements may also be required in association with approval of subsequent levels of planning in accordance with the law.
2.0 PROJECT LOCATION AND BACKGROUND

2.1 PROJECT LOCATION

The GAIP would be implemented at JWA, which is within an unincorporated area of Orange County and a portion within the City of Costa Mesa boundary. Although the Airport encompasses approximately 504 acres, the aviation activities at JWA are located on approximately 400 acres. Aviation activities are located south of Interstate ("I") 405, north of State Route ("SR") 73, west of MacArthur Boulevard, and east of Airway Avenue. The Airport area is surrounded by the cities of Newport Beach, Irvine, and Costa Mesa, as well as several unincorporated County islands.

Permanent improvements associated with the GAIP will be located on both sides of the runways in the area currently used for general aviation activities (i.e., south of the Airport Way on the east side and south of Paularino Avenue on the west side of the Airport). Construction staging/laydown areas are identified on Airport property located in the southwest quadrant of Bristol Street and Irvine Avenue and in a portion of the long-term parking lot located north of I-405 and south of Main Street.

2.2 PROJECT BACKGROUND

From 1923 to 1939, the Airport operated as a privately owned general aviation facility. JWA became a publicly owned facility in 1939. After serving as a military base during World War II, it was returned by the federal government to the County. A passenger terminal was built in 1967 but was demolished in 1994 after a new terminal and parking structure facilities opened in 1990. Through all of the improvements, the County remained committed to maintaining both general aviation and commercial aviation uses.

In 2016, general aviation accounted for the majority of JWA’s total aircraft operations (takeoffs and landings). The level of general aviation at the Airport has varied over the years with a high of 503,829 operations in 1991 and a low of 174,726 in 2013. However, general aviation has consistently represented the majority of operations at the Airport. In 2016, there were 192,800 general aviation operations, which represents nearly 67 percent of the Airport’s total number of operations (JWA 2017a). Although general aviation accounts for the majority of JWA’s total aircraft operations, over the past approximately 25 years, there has been an overall decline (~ 19.2 percent) in general aviation aircraft based at JWA (JWA 2017b).

Historical general aviation trends have shown a consistent decline in single-engine aircraft since 1980 at the Airport. Multi-engine piston aircraft experienced a sharp decline in the early 1990s and have continued to decrease, although at a slower rate; turbine-powered aircraft (turbo prop and jet) experienced variable growth at the Airport. Business jet operations steadily increased from 2003 to 2006, where it tapered to around 25,000 in annual operations and has remained relatively stable since then (AECOM 2018). Although the Project Proposed for Approval would reduce the number of general aviation aircraft based at JWA and the total number of general aviation operations, the majority of the flights at the Airport would continue to be general aviation operations. Additionally, the physical area at the Airport dedicated to general aviation would remain unchanged.
A number of factors led to the proposed comprehensive update of JWA’s general aviation facilities. General aviation services and facilities at the Airport have not been comprehensively studied since 1990; and the character of general aviation has changed significantly since that time including, but not limited to (1) the introduction of new aircraft into, and other changes within, the general aviation fleet; (2) the advanced age of some of JWA’s general aviation structures and resultant need for improvements; (3) the need to ensure compliance with FAA requirements related to proximity of buildings to taxiways and runways; and (4) the fact that a number of general aviation-related long-term leases have expired or are nearing expiration.

JWA is the home base for more than 480 private general aviation aircraft including helicopters and single-engine, multi-engine, and turbine aircraft. Currently, JWA has two full-service Fixed Based Operators (“FBOs”) (Atlantic Aviation and ACI Jet) and two limited service FBOs (Martin Aviation and Jay’s Aircraft Maintenance). The full service FBOs provide aircraft fueling services, supplies, aircraft maintenance, flying lessons, and other services at the Airport. The Airport is also home to three flight schools (Sunrise Aviation, Orange County Flight Center, and Revolution Aviation). In addition to 379 general aviation tie-down/hangar spaces leased by the County, tie-down and hangar spaces are also provided by FBOs and other leaseholders at the Airport.

As part of its ongoing efforts to operate JWA in a manner sensitive to the residents who live under the approach and departure corridors, the County of Orange has established a sophisticated Airport Noise Monitoring System (“ANMS”), which monitors aircraft noise levels and obtains accurate data regarding aircraft flight tracks and fleet mix. The noise levels of all commercial aircraft operations and many general aviation operations are recorded at 10 permanent noise monitoring stations (“NMS”) around the Airport as part of the ANMS. Three of the NMS are located in Santa Ana Heights (1S, 2S, and 3S), which has been annexed by the City of Newport Beach; four are located in the City of Newport Beach (4S, 5S, 6S, and 7S), one is located in Irvine (8N), one is located in Santa Ana (9N), and one is located in Tustin (10N).

### 2.3 APPLICABLE REGULATORY REQUIREMENTS AND PROGRAMS

#### 2.3.1 AIRPORT NOISE AND CAPACITY ACT OF 1990

A key federal regulation governing the operation of airports is the Airport Noise and Capacity Act of 1990 (“ANCA;” 49 U.S.C. Section 47521 et seq.). In the legislative findings, the U.S. Congress explained that “aviation noise management is crucial to the continued increase in airport capacity” because “community noise concerns have led to uncoordinated and inconsistent restrictions on aviation that could impede the national air transportation system.” (49 United States Code [U.S.C.] Section 47521(1)-(2).) Therefore, the U.S. Congress emphasized that a “noise policy must be carried out at the national level.” (49 U.S.C. Section 47521(3).) As a general matter, ANCA precludes the local imposition of noise and access restrictions that are not otherwise in accordance with the national noise policy.

A limited set of exemptions to the requirements of ANCA were provided upon ANCA’s enactment. ANCA’s limitations do not apply to JWA’s existing curfew for commercial carrier operations, limitations on the number of annual passengers, number of average daily departures, or similar existing limitations because the 1985 Settlement Agreement, as amended, is “an
intergovernmental agreement including an airport noise or access restriction in effect on November 5, 1990” (49 U.S.C. Section 47524(d)(3)). That being said, the exemptions do not extend to general aviation. The County, as the Airport proprietor is not allowed to place a cap on the number of general aviation operations at the Airport, without complying with the requirements of ANCA, including under most circumstances, prior FAA approval. Operational restrictions like those established in the JWA 1985 Settlement Agreement and enforced through the JWA Phase 2 Commercial Airline Access Plan and Regulation (“Access Plan”) and the General Aviation Noise Ordinance are permitted only when an airport proprietor meets six specific and extremely difficult statutory criteria and receives approval from the Secretary of Transportation. Since the implementation of ANCA, no airport has successfully completed this review and approval process.

2.3.2 JWA PHASE 2 COMMERCIAL AIRLINE ACCESS PLAN AND REGULATION

The County’s Phase 2 Commercial Airline Access Plan and Regulation, also known as the Access Plan, provides definitions that must be used to determine whether an operation and/or operator at the Airport is “Regularly Scheduled Air Service” and/or a “Regularly Scheduled Commercial User” (see, Access Plan, Sections 2.39 and 2.40, respectively).

Section 2.39 defines “Regularly Scheduled Air Service” to include “... all operations conducted by a Regularly Scheduled Commercial User at JWA.” Operations which qualify under these definitional terms must comply with the regulations set forth in the Access Plan, including, but not limited to, the Million Annual Passenger (“MAP”) limitation at the Airport, which is provided in Section 2.26 of the Access Plan.

Section 2.40 defines “Regularly Scheduled Commercial User” as “...any person conducting aircraft operations at JWA for the purpose of carrying passengers, freight, or cargo where such operations: (i) are operated in support of, advertised, or otherwise made available to members of the public by any means for commercial air transportation purposes, and members of the public may travel or ship Commercial Cargo on the flights; (ii) the flights are scheduled to occur, or are represented as occurring (or available) at specified times and days; and (iii) the person conducts, or proposes to operate, departures at JWA at a frequency greater than two (2) times per week during any consecutive three (3) week period.”

General aviation operations, which do not fall within the definitional provisions of a “Regularly Scheduled Commercial User” or “Regularly Scheduled Air Service” set forth in Section 2.39 or 2.40 of the Access Plan must adhere to the regulations set forth in the General Aviation Noise Ordinance (“GANO”). There are no operational limitations placed on general aviation operations or general aviation passenger totals at the Airport. To the extent that general aviation charter operations fall within the definition of Section 2.39, they would need to comply with the

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1 In adopting the 1985 Master Plan and as mitigation under EIR 508, the County adopted, modified, or left intact various operational restrictions for JWA, including limits on operations during certain nighttime hours, maximum permitted single-event noise levels at defined noise monitoring station locations, limitations on the number of average daily departures by commercial airplane operators, and various other restrictions.
provisions of the Access Plan, including the limitation on the number of passengers (i.e., the million annual passenger cap in the 2014 Settlement Agreement Amendment).

2.3.3 GENERAL AVIATION NOISE ORDINANCE

The County’s General Aviation Noise Ordinance (“GANO”)\(^2\) establishes limitations on the maximum single event noise levels, which are applicable to both commercial and general aviation operations and noise restrictions applicable to nighttime operations (i.e., a curfew). The principal policy objective of the GANO is to exclude from operations at JWA general aviation aircraft which generate noise levels greater than the noise levels permitted for aircraft used by commercial air carriers.

The Airport maintains 10 permanent noise monitoring stations (“NMS”) located to the north and south of the Airport. The GANO specifies noise limits at each NMS that vary by time of day. Compliance with the GANO is mandatory unless deviations are made necessary by air traffic control instructions, weather, a medical or in-flight emergency, or other safety considerations.

Generally, general aviation operations are permitted 24 hours a day, subject to daytime and nighttime noise limits. However, the curfew prohibits all regularly scheduled commercial operations and general aviation operations exceeding 86 dB SENEL at specified noise-monitoring terminals from taking off between the hours of 10:00 PM and 7:00 AM (8:00 AM on Sundays) and from landing between 11:00 PM and 7:00 AM (8:00 AM on Sundays). These local proprietor restrictions were adopted prior to the passage of the ANCA. Therefore, these restrictions are “grandfathered” under the terms of that statute and its implementing regulations.

2.3.4 SOUND ATTENUATION PROGRAMS

The Airport has adopted two noise attenuation programs. The Santa Ana Heights Acoustical Insulation Program (“AIP”) was extensively implemented at JWA as a mitigation measure for the 1985 Master Plan EIR. AIP eligibility was based on the future 65 dB-Community Noise Equivalent Level (“CNEL”) contour predicted in the 1985 Master Plan. Sound insulation was provided for 71 percent of the eligible residences (427 residences) in the AIP area. Of those not insulated, five residences were found to already have sufficient insulation to reduce interior noise levels to less than 45 CNEL. Avigation easements were acquired from the property owners for 16 residences. Seventy six (76) dwelling units were found to be non-conforming uses located in an area zoned for business park uses; prescriptive avigation easements were acquired for these residences. Of the 78 remaining residences that were not insulated, 19 homeowners declined the offer, and 59 homeowners did not respond despite a good faith effort to contact them. As noted, this program has been deemed complete.

A second Sound Insulation Program (“SIP”) was adopted in conjunction with the 2014 Settlement Agreement Amendment. The program, adopted with the certification of Final EIR 617, provides a monitoring program to compare future noise levels to those of the 2013 Annual Noise Report. For properties in the County jurisdiction, if the noise levels have increased by 1.5 dB or more, over the 2013 levels at NMS 1S, 2S, and 3S, all noise-sensitive uses represented

\(^2\) Orange County Municipal Code Article 3 Section 2-1-30.
by that NMS not previously insulated under the 1985 AIP, will be eligible for evaluation for participation in the SIP. For properties in the City of Newport Beach, an increase of 1.0 dB has been established for evaluating eligibility.

When it is determined that a noise-sensitive use is significantly impacted based on measured noise levels and the relevant significance thresholds, that use will be evaluated by the County of Orange for eligibility for sound insulation. The evaluation will be performed by measuring the indoor noise levels for each habitable room or educational space. If the average noise level in all habitable rooms or education spaces of a use is greater than an average of 45 CNEL, then the use will be eligible for sound insulation. Additionally, if the average noise level is less than 45 CNEL, any use with a noise level greater than an average of 45 CNEL in any habitable room or educational space also will be eligible for sound insulation if the FAA waives its requirement that noise levels be averaged across all habitable rooms or education spaces. The implementation of sound insulation will depend on satisfying the FAA criteria described in Chapter 812 of Order 5100.38C Airport Improvement Program Handbook.

This program has not been initiated because to date an increase in noise levels sufficient to require implementation of the SIP has not occurred. It should also be noted that the analysis in Final EIR 617 assumed a continuation of the 2013 fleet mix. Improvements in aircraft may reduce the projected noise levels.
3.0 **PROJECT DESCRIPTION**

3.1 **DESCRIPTION OF THE PROJECT PROPOSED FOR APPROVAL**

The Project Proposed for Approval is the GAIP, which is intended to provide the framework for general aviation improvements at the Airport by conducting a comprehensive evaluation of the general aviation facilities. By providing a concept that maximizes the efficiency and safety of facilities, the Airport will be able to prioritize future improvements, and the GAIP can be the basis for the review of potential future improvements proposed either by the County or by FBOs and other tenants as part of the leases at the Airport. The intent of the GAIP is not to eliminate any of the FBO services currently provided at the Airport, but rather allow more efficient operations that can better serve the long-term demand at the Airport.

The precise size and configuration of the improvements will be determined at the implementation phase of the GAIP and further project specific environmental review would be required. To provide for an environmental worst-case assessment, the concepts presented in Final Program EIR 627 for the Proposed Project and the alternatives, other than Alternative 3 and the No Project Alternative, generally represent the maximum amount of development for the various leaseholds.

For purpose of these Findings, the improvements identified as Alternative 2 in Final Program EIR 627 have been identified as the Project Proposed for Approval. Alternative 2 was evaluated in Section 5.4.1 of the Final Program EIR. Section 15126.6(d) of the CEQA Guidelines, states “The EIR shall include sufficient information about each alternative to allow meaningful evaluation, analysis, and comparison with the proposed project.” As a comparative analysis, a full quantitative air quality and noise evaluation was not prepared for Alternative 2. From an operational perspective, the Project Proposed for Approval would be similar to Alternative 1 because the fleet mix and number of operations are similar.3

General aviation at the Airport would continue to serve fixed wing piston aircraft (single-and multi-engine), fixed wing turbine aircraft (turboprop and turbojet); and helicopters. The Project Proposed for Approval would reduce the capacity for based aircraft by approximately 39 percent, compared to Baseline (2016) and approximately 25 percent compared to the number of based aircraft at the Airport in the Baseline condition. The Project Proposed for Approval would provide facilities to serve an increase in the number of general aviation jets.

The Project Proposed for Approval includes the following key design elements:

9. Two Full Service FBOs—both Full Service FBOs located on the east side of the Airport, each with hangars and based aircraft located on the apron;

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3 Alternative 1, which is discussed in Section 8.2.2 of these Findings, would accommodate 356 based aircraft compared to the 261 based aircraft with the Project Proposed for Approval. However, Alternative 1 would accommodate more jets than the Project Proposed for Approval (76 jets with Alternative 1 compared to 70 jets with the Project Proposed for Approval). Alternative 1 is forecast to have 168,600 annual operations compared to the projected 169,400 annual operations with the Project Proposed for Approval.
10. Provisions for an optional general aviation terminal and General Aviation Facility ("GAF")\(^4\) that would be constructed at one of the Full Service FBO locations but would be accessible to all general aviation users;

11. One Limited Service FBO, in addition to the Martin Aviation Limited Service FBO, for a total of two Limited Service FBOs;\(^5\)

12. Correction of four existing non-standard design features (relocation of the perimeter road on east and west side of the airfield because they are within the Object Free Area ("OFA") of Taxiways A and B, respectively; removal of two community hangars from the existing Full Service Southeast FBO to comply with FAA height restrictions; and removal of 31 transient aircraft apron parking areas at the southeast portion of the Airport currently in the OFA for the approach to Runway 2L;

13. Facilities to serve the Orange County Sheriff's Department ("OCSD") (hangar and tie-downs for OCSD helicopters);

14. Flight schools, with aircraft parking on the apron;

15. Capacity for approximately 361 based aircraft located in box hangars, community hangars, T-hangars, tie-downs and FBO apron spaces;

16. Forecasted 169,400 annual aircraft operations (an operation is defined as either a takeoff or landing, each counting as one operation);

17. Vehicle parking to accommodate the various uses, including a possible shared parking structure on the east side serving the two Full Service FBOs;

18. A self-service aircraft fueling station and aircraft wash rack;

19. A potential left turn-lane on Campus Drive to provide access to the Full Service FBOs; and

20. Redesign of the Campus Drive and Quail Street access point to allow both ingress and egress (right-in and right-out) at the intersection. The redesign would require the security entrance gate to be moved further from the Campus Drive. The curb line would remain the same as existing conditions.

The construction of the improvements would be phased to minimize disruption to Airport operations and reduce the need to temporarily relocate based aircraft to other airports in the region. The phasing would require temporary relocation of uses while each area on the Airport is under construction. Construction is anticipated to take more than seven years to complete.

### 3.2 Project Objectives

Consistent with the requirements of CEQA, project objectives were developed to aid in the selection process by providing a standard against which to measure Project alternatives. The following objectives have been identified for the GAIP:

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\(^4\) A GAF is a general aviation aircraft screening facility for Customs and Border Protection, Department of Homeland Security, for international general aviation arrivals.

\(^5\) Martin Aviation is not included in the GAIP because the lease extends to 2036, which is beyond the horizon year of the program.
a. To enhance safe and secure operations  
b. To utilize limited land area efficiently and economically  
c. To enhance compatibility between general and commercial aviation operations  
d. To embrace flexibility to allow for technological advances and market trends  
e. To maximize economic, self-sustaining, revenue producing facilities  
f. To assess the ability of existing infrastructure to support general aviation facilities

The Project Proposed for Approval would be able to fully meet five of the Project Objectives and would partially meet one of the Objectives. The Project Proposed for Approval is fully able to meet Objective 1. The Project Proposed for Approval would eliminate four non-standard design features at the Airport; therefore, it would enhance the safe and secure operations at the Airport (Objective 1). The Project Proposed for Approval would also fully meet Objectives 2, 3, 5, and 6. As discussed in Section 5.5 of the Final Program EIR, the Project Proposed for Approval fulfills Objectives 2 and 5 because this scenario would provide the size and type of facilities that would be responsive to market trends and would fully utilize the facilities at the Airport. By providing facilities that would be fully utilized, it would enhance the County’s ability to maximize the area that would support revenue-producing facilities. Similarly, the Project Proposed for Approval would also fully meet Objective 3. The Project Proposed for Approval would eliminate the non-standard features and would minimize the need to tow aircraft across the runway because the FBO sites would be consolidated. The Project Proposed for Approval would fully meet Objective 6 because the sizing of the proposed improvements would not exceed the capacity or conflict with the infrastructure that is in place to support the general aviation activities at the Airport.

The Project Proposed for Approval was identified as partially meeting Objective 4. This Alternative increases the number of community hangars, which by design provide the greatest flexibility; however, they are not maximized. Therefore, they do enhance the ability to meet market trends compared to existing conditions but would potentially not be as flexible in the future.

### 3.3 PROJECT APPROVALS

The County of Orange, as the lead agency, is responsible for discretionary actions as a part of Project approval and implementation. The anticipated discretionary approvals are as follows:

- Certification by the Board of Supervisors of the Final Program EIR 627, which evaluates the environmental impacts resulting from the Project, in accordance with the California Environmental Quality Act of 1970 (“CEQA”), as amended (California Pubic Resources Code, Sections 21000 et seq.) and the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq.).
- Selection by the Board of Supervisors of the GAIP Project Proposed for Approval.

As a Program EIR, it is recognized that the GAIP would be implemented over a period of years. As such, subsequent activities that may be examined in light of the Final Program EIR 627 to determine whether additional CEQA documentation would be required pursuant to the requirements of Section 21166 of CEQA (i.e., California Public Resources Code, Section 21166)
and Sections 15162 and 15168 of the State CEQA Guidelines for subsequent site development approvals, include:

- Approval by the Orange County Board of Supervisors of real property and license agreements such as leases
- Approval of development design and construction plans and issuance of building permits by Orange County Public Works
- Issuance of permits by the Orange County Health Care Agency for the self-serve fueling station

The Final Program EIR may also provide environmental information to responsible agencies and other public agencies that may be required to grant approvals and permits or coordinate with the County as a part of GAIP implementation. These agencies include, but may not be limited to, those listed below.

6. **City of Newport Beach.** Issuance of encroachment permits for work in City right-of-way on Campus Drive for construction of the left-turn lane providing access to the east side full service FBOs.

7. **City of Costa Mesa.** Issuance of use permits and City Fire Department approvals associated with improvements on the Southwest Limited Service FBO and Full Service Northwest FBO.

8. **Orange County Fire Authority.** Issuance of permits for installation of the self-serve fueling station.

9. **South Coast Air Quality Management District.** Issuance of permits, including provisions in Rule 201 (Permit to Construct); Rule 203 (Permit to Operate), and Rule 1401 (New Source Review of Toxic Air Contaminants), would be applicable for the self-serve fueling station.

Additionally, federal approvals would be required prior to implementation of the Project Proposed for Approval. An FAA-approved Airport Layout Plan (“ALP”), showing the location of existing and planned development would be required. All improvements would be required to comply with the applicable FAA design requirements and FAA approval would also be required for improvements on the airfield portion of the Airport. If a GAF is constructed, as provided for in the Project Proposed for Approval, it would need approvals from Customs and Border Protection (“CBP”) and comply with applicable CBP design requirements. Federal approvals would require compliance with the requirements of the National Environmental Policy Act (“NEPA”).
4.0 Effects Determined to have No Impact or Less Than Significant Impact and Not Evaluated in the Environmental Impact Report

State CEQA Guidelines Section 15091 does not require specific findings to address environmental effects that an EIR evaluates and identifies as “no impact” or a “less than significant” impact. Nevertheless, these Findings of Fact fully account for all environmental categories, including environmental categories that were analyzed and determined to have either no impact or a less than significant impact on the environment. In accordance with Section 15128 of the State CEQA Guidelines, the following identifies the areas on the Initial Study checklist (circulated as part of the NOP) where it was assessed that the GAIP would have “no impact” or “less than significant impact” and the reasons supporting this assessment. The Board hereby finds that the Project Proposed for Approval would either have no impact or a less than significant impact without the implementation of mitigation measures in the following resource areas:

8. Aesthetics: JWA is located in an urbanized area of the County with no scenic resources on or adjacent to the Airport. All GAIP modifications would be located within the Airport boundaries. Therefore, no impacts to a scenic vista or scenic highway would occur (Environmental Checklist question 1[a]). There are no designated or eligible State or local scenic highways within the vicinity of the Airport. There are also no historic buildings adjacent to the Airport site (Environmental Checklist question 1[b]).

- Agriculture and Forestry Resources: The GAIP would not result in any impacts to farmlands listed as “Prime,” “Unique,” or of “Statewide Importance” based on the 2014 Orange County Important Farmland Map prepared by the California Department of Conservation (Environmental Checklist question 2[a]). The Project would not result in pressures to convert farmlands to other uses, and the Project site is not within a Williamson Act contract (Environmental Checklist question 2[b]). No part of the GAIP site or adjacent areas is zoned forest land, timberland, or timberland zoned for Timberland Production, nor would the GAIP result in the loss of forest land or conversion to non-forest use (Environmental Checklist questions 2[c] through 2[e]).

- Air Quality (odors): The GAIP does not propose any land uses or modification to operations that would result in the creation of odors. The existing operations at the Airport involve minor odor-generating activities such as airplane exhaust; however, these types of odors are typical of an airport and would not create an odor nuisance pursuant to South Coast Air Quality Management District’s (“SCAQMD’s”) Rule 402 or extend beyond the limits of the Airport (Environmental Checklist question 3[e]).

- Biological Resources: The GAIP would not result in any direct habitat removal or modification to habitat that supports candidate, sensitive, or special status species listed by the California Department of Fish and Wildlife and/or the U.S. Fish and Wildlife Services (Environmental Checklist questions 4[a] and 4[b]). No designated wetlands or jurisdictional waters are located on the Airport property. The GAIP would also not result in indirect impacts to downstream resources because the GAIP would not change the water
characteristics or discharge points for flows leaving the Airport (Environmental Checklist question 4[c]). The GAIP would not interfere with the movement of any native resident or migratory wildlife species or impede the use of native wildlife nursery sites, as the GAIP does not adversely affect any waters supporting marine life and does not alter the existing Wildlife Hazard Management Plan (“WHMP”) or introduce other elements that would increase the potential for aircraft collisions with migratory birds (Environmental Checklist question 4[d]). The GAIP would not result in removal of trees; thus, the GAIP would not conflict with a tree preservation policy and would not impact nesting birds through removal of vegetation (Environmental Checklist question 4[e]). The GAIP would not interfere with the goals of the Natural Community Conservation Plan/Habitat Conservation Plan (“NCCP/HCP”) because it does not substantially impact habitat, species, or uses of the Upper Newport Bay Ecological Reserve. The GAIP would not substantially change the noise or other characteristics that would have the potential to jeopardize local populations of wildlife species and other target species covered under the NCCP/HCP or designated sensitive habitats (Environmental Checklist question 4[f]).

- **Geology and Soils:** No earthquake faults are identified on the GAIP site, and the GAIP site is not located within a designated Alquist-Priolo Earthquake Fault Zone. The northern portion of the Airport site (i.e., north of Runway 20R and the long-term and employee parking areas north of I-405) is subject to liquefaction; however, this area would not be affected by the GAIP improvements. The Airport site is flat and would not be subject to landslides (Environmental Checklist questions 6[a] through 6[d]). The GAIP does not propose any physical improvements that would require an alternative wastewater disposal system; therefore, no soils impacts related to septic tanks or alternative wastewater disposal systems would occur (Environmental Checklist question 6[e]).

- **Hazards and Hazardous Materials (hazardous materials sites; airport land use plans; private airstrips; emergency evacuation plan; wildlands):** The closest Cortese List site is approximately 1 mile southwest of the Airport; therefore, the GAIP would not expose the public to hazardous materials associated with the sites on the Cortese List (Environmental Checklist question 8[d]). No private airstrips are in the vicinity of the GAIP site, and the GAIP would not require an amendment to the Airport Environs Land Use Plan prepared for JWA (Environmental Checklist questions 8[e] and 8[f]). The GAIP would not impair or interfere with implementation of the emergency evacuation plan because it would not alter the types of facilities on site or access to the Airport (Environmental Checklist question 8[g]). The GAIP is located in an urbanized area and is not adjacent to wildlands (Environmental Checklist question 8[h]).

- **Hydrology (groundwater; drainage patterns; flood hazard areas; flooding; inundation):** The Airport does not provide for groundwater recharge and does not use groundwater. As a result, the GAIP would not involve any activities that would alter groundwater supplies (Environmental Checklist question 9[b]). The improvements associated with the GAIP would not substantially change the quantity of storm water or the points of discharge of runoff from the Airport to off-site areas; downstream drainage patterns would not be changed (Environmental Checklist questions 9[c] and 9[d]). The northern portion of the airfield is subject to potential flooding; however, this portion of the Airport is not an area used for general aviation, and the County has implemented several improvements to reduce flooding and ponding conditions at the Airport. Therefore, structures that may be constructed as part of the GAIP would not be subjected
to a 100-year flood hazard. Additionally, the Airport is not in proximity to water bodies that would result in exposure to flooding as a result of failure of a levee or dam, nor would it be subject to inundation by seiche, tsunami, or mudflow (Environmental Checklist questions 9[g] through 9[j]).

- **Land Use and Planning (divide an established community; habitat conservation plan/natural community conservation plan):** The GAIP does not propose any physical improvements that would extend beyond the Airport limits or changes that would substantially modify the interface of the Airport with the surrounding land uses; therefore, it would not physically divide an established community (Environmental Checklist question 10[a]). The GAIP would not substantially change the noise or other characteristics; and would not jeopardize local populations of species covered under the NCCP/HCP; and, therefore, would not conflict with provisions of an approved local, regional, or State habitat conservation plan (Environmental Checklist question 10[c]).

- **Mineral Resources:** The JWA site does not have significant existing or potential mineral or energy resources within its boundaries (Environmental Checklist questions 11[a] and 11[b]).

- **Noise (groundborne vibration, private airstrips):** Groundborne vibration has not been identified as noticeable outside the Airport property; mass grading or blasting would not be required for implementation; and no part of the GAIP would change the Airport's vibration-generation potential. Therefore, the GAIP would not result in excessive groundborne vibration (Environmental Checklist question 12[b]). JWA is a commercial airport, and no private airstrips are in the vicinity of the GAIP site (Environmental Checklist question 12[f]).

- **Population and Housing:** The GAIP does not propose any development that would increase the population in the study area or within Orange County, nor would the GAIP be expected to have an effect on the population projections for Orange County because it would not provide infrastructure improvements that would lead to population increase. No housing is present on the GAIP site; therefore, the GAIP would not result in the displacement of people or housing (Environmental Checklist questions 13[a] through 13[c]).

- **Public Services:** The response times from the Orange County Fire Authority (OCFA) facilities to the Airport would remain unchanged, and the GAIP would not result in the need for new or upgraded fire protection facilities. The GAIP would not result in the addition of new access points to the airfield or changes in the nature of the Airport operations and, therefore, would not result in an increased demand for police protection services. The GAIP would not result in development of any residential units and, therefore, would not create an increased demand on schools, neighborhood and regional parks, or other public facilities, such as libraries. (Environmental Checklist questions 14[a][i] through 14[a][v]).

- **Recreation:** The GAIP would not generate an increase in population or provide development that would result in increased usage of existing neighborhood and regional parks. No physical deterioration would occur to existing recreational facilities as a result of GAIP implementation (Environmental Checklist questions 15[a] and 15[b]).
- **Transportation/Traffic (air traffic; hazards due to design features/incompatible uses; inadequate emergency access; conflict with policies, plans, and programs):** The GAIP may result in an incremental increase in certain types of general aviation flights and facilitate the transition to newer aircraft operating at the Airport; however, it would not change the air traffic patterns or result in a substantial safety risk due to an increase in operations (Environmental Checklist question 16[c]). The GAIP does not propose any substantial modifications to the Airport access points that would alter the operations of the off-site circulation network. Therefore, the GAIP is not anticipated to result in impacts associated with design features; emergency access would not be impeded; and there would be no conflict with policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities (Environmental Checklist questions 16[d] through 16[f]).

- **Utilities and Service Systems (storm water drainage facilities; sufficient landfill capacity; compliance with statutes and regulations):** The Airport site is fully developed, and storm drains have been sized to accommodate storm flows in compliance with applicable standards. Changes to the quantity or flow rates of runoff from the Airport are not anticipated (Environmental Checklist question 18[c]). Any increased solid waste generated at the Airport would be able to be accommodated with the current landfill capacity and would comply with existing regulations pertaining to solid waste (Environmental Checklist questions 18[f] and 18[g]).
5.0 **Effects Determined to be Less than Significant and Not Requiring Mitigation**

This section makes findings regarding the potential effects of the Project Proposed for Approval that were determined to be less than significant under both a project-level and cumulative impacts evaluation. The thresholds identified in the discussions below are the thresholds of significance used in Final Program EIR 627 and reflect the questions contained in the County’s Environmental Checklist. No mitigation measures are required for the impacts to be less than significant for these thresholds. However, there are several thresholds where regulatory requirements, standard conditions of approval, and/or minimization measures have been identified. As previously noted, for purposes of tracking compliance, those requirements are also incorporated into the MMRP. For the reasons described in more detail below, the Board hereby finds that the Project Proposed for Approval would have less than significant impacts without the implementation of mitigation measures in the following resource areas:

### 5.1 **Aesthetics**

#### 5.1.1 Finding

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative aesthetics impacts associated with the below-mentioned thresholds:

**Threshold 4.1-1** Would the Project substantially degrade the existing visual character or quality of the Project site and its surroundings?

**Threshold 4.1-2** Would the Project create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?

#### 5.1.2 Facts in Support of Findings

**Threshold 4.1-1**

Final Program EIR 627 evaluated the potential for both short-term (construction) and long-term (operational) impacts on the visual character of the Project site and the surrounding areas. Key views from public vantage points surrounding the Airport were evaluated.

Demolition, grading, and construction activities associated with implementation of the Project Proposed for Approval would present views of demolition debris, small amounts of excavated soils, and heavy equipment (e.g., backhoes, bulldozers, dump trucks) and activities and debris. The Final Program EIR identified that views of construction activities may be considered unappealing by some; however, other forms of development are common sights and interruptions to the visual character of urban areas and are largely accepted as temporary. As a result of the incremental implementation of the improvements, views of demolition and construction activities would not affect the same areas throughout all project phases. The staging or laydown areas are the only locations where components of construction may be visible during
all phases of construction. These locations would be visible from the adjacent public roadways. Although not identified as a significant impact, the Airport has agreed to MN AES-1 (listed below) that would provide for opaque security fencing surrounding the lay-down/staging areas. Given the urban context of the Airport site, views of construction would not substantially degrade the existing visual character or quality of the Project site and its surroundings. Therefore, impacts would be less than significant.

Long-term, the character of the improvements for the Project Proposed for Approval would be consistent with the visual character of the Airport. The Project would have to comply with existing FAA regulations related to building height, lighting and markings (see RR AES-1, listed below). This would further ensure the character of the Airport would not be substantially changed. It should be noted, the requirements in RR AES-1 were not adopted to preserve visual character, but compliance with these requirements would establish various design parameters for the GAIP improvements. The replacement of older facilities with new facilities would result in a visual improvement from most public vantage points. Therefore, the Project Proposed for Approval would not substantially degrade the existing visual character or quality of the site and its surroundings and no mitigation measures are required.

The Project Proposed for Approval would not contribute to a significant cumulative impact on the visual character or quality of the Airport or surrounding viewshed. As discussed in Final Program EIR 627, in order for a cumulative aesthetic impact to occur, the proposed elements of the cumulative projects would need to be seen together or in proximity to each other. If the projects were not in proximity to each other, the viewer would not perceive them in the same scene. The context in which a project is being viewed will also influence the significance of the aesthetic impact. Given the developed nature of the area surrounding the Airport, the only cumulative project that would contribute to a change in the visual character is the Wickland Pipeline project, located on the west side of the Airport. Final Program EIR 627 identifies that the combined Project Proposed for Approval and the Wickland Pipeline project will result in an intensification of development on the Airport. However, both the Project Proposed for Approval and the Wickland Pipeline project would be consistent with the visual character of the Airport. Buildings surrounding the Airport provide visual screening of much of the site from off-Airport vantage places. No significant cumulative impacts have been identified and no mitigation measures are required.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would have less than significant direct and cumulative impacts on the existing visual character and quality of the site without the implementation of mitigation measures. Although significant impacts were not identified, the following regulatory requirement and minimization measure would apply to the Project Proposed for Approval. Although regulatory requirements and minimization measures are not identified as mitigation measures, the County does include them in the MMRP to ensure implementation tracking. The following regulatory requirement and minimization measure are identified in Final EIR 627.

**RR AES-1** Prior to issuance of any building permit for individual general aviation projects at JWA, the contractor shall file a Notice of Proposed Construction or Alteration (FAA Form 7460-1) with the FAA regional office that will show compliance with the FAR Part 77 regulation, as it relates to building or structure heights, markings,
lighting, and other standards. The FAA’s Determination of No Hazard shall be submitted to the County prior to the start of construction.

**MN AES-1**

Construction contract specifications for any phase of development where the Airport property on the southwest corner of Irvine Avenue and Bristol Street South (i.e., golf course area) will be used as a construction laydown area/staging area, shall include security fencing with opaque screening around the construction sites and staging areas to block the ground-level views of the site. No removal of trees shall be allowed at the staging area.

**Threshold 4.1-2**

Final Program EIR 627 evaluated the potential for both short-term (construction) and long-term (operational) impacts associated with light and glare.

There would be some construction activities that would occur during the nighttime hours, resulting in the need for temporary lighting. Lighting would have to comply with FAR Part 77 regulations (RR AES-1, identified above) to prevent hazards to aircraft operations. Given the lack of sensitive receptors adjacent to the construction site, impacts associated with lighting would be less than significant, and no mitigation is required.

All new long term light sources and potential glare sources would have to comply with FAR Part 77 regulations (RR AES-1, identified above), including types of lights and intensity of lighting and night/day lighting combinations. By complying with these regulations, the sources and intensity of lighting would be similar to existing lighting. In addition to avoiding the creation of hazards to Airport operations, compliance with these requirements would prevent the creation of new sources of substantial light or glare that would result in significant visual impacts.

Final Program EIR 627 evaluated potential glint and glare associated with the installation of solar panels. The greatest potential for glint and glare is generally associated with installation of large arrays of solar panels. Solar panels with an anti-reflective coating on the solar cells substantially reduces the potential for glint and glare. The coating also would increase the solar module’s light absorption properties, making them more efficient. Given the limited size of the Airport and the facilities being proposed (i.e., the largest FBO buildings would be about 21,653 square feet), the size of the solar installations would also be limited. Additionally, there are no sensitive views adjacent to the Airport; therefore, the aesthetic impacts would be less than significant. MN AES-2 would require an applicant to perform a glare study in accordance with FAA guidance prior to installing solar panels.

None of the cumulative projects would result in substantial light and glare. Both the GAIP and the Wickland Pipeline project would be required to comply with FAA requirements pertaining to lighting and use of reflective materials, thereby minimizing the potential for light and glare impacts. Cumulative visual impacts would be less than significant for this threshold.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would have less than significant direct and cumulative light and glare impacts without the implementation of mitigation measures. Although no significant impacts have been identified,
RR AES-1, listed above, would also serve to reduce potential impacts associated with light and glare. MN AES-2, listed below, would apply if as part of the site development process, installation of solar panels is proposed. Regulatory requirements and minimization measures are not identified as mitigation measures; however, the County does include them in the MMRP to ensure implementation tracking. The following minimization measure is identified in Final EIR 627.

MN AES-2 Prior to issuance of a building permit for any project proposing the use of solar panels, the applicant shall prepare an evaluation of glare and glint on surrounding land uses and effects on navigation. The evaluation shall include description of the number, style, and placement of all solar panels. Additionally, evaluation shall include an analysis consistent with FAA guidance on evaluating solar technologies at the Airport. The evaluation shall be approved by the John Wayne Airport, Deputy Director, Facilities.

5.2 AIR QUALITY

5.2.1 FINDING

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative air quality impacts associated with the below-mentioned thresholds:

Threshold 4.2-1 Would the Project conflict with or obstruct implementation of the applicable air quality plan?

Threshold 4.2-2 Would the Project violate any air quality standard or contribute substantially to an existing or projected air quality violation?

Threshold 4.2-3 Would the Project result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?

Threshold 4.2-4 Would the Project expose sensitive receptors to substantial pollutant concentrations?

5.2.2 FACTS IN SUPPORT OF FINDINGS

Threshold 4.2-1

John Wayne Airport is located in the South Coast Air Basin (“SoCAB”). The U.S. Environmental Protection Agency (“USEPA”), the California Air Resources Board (“CARB”), and the South Coast Air Quality Management District (“SCAQMD”) regulate air quality in the SoCAB. The SCAQMD and Southern California Association of Governments (“SCAG”), in coordination with local governments and the private sector, develop the Air Quality Management Plan (“AQMP”) for the
SoCAB to satisfy the requirements of the Federal Clean Air Act for areas designated as nonattainment.

Final Program EIR 627 evaluated consistency with the 2016 AQMP adopted by the SCAQMD, which was then incorporated into the State Implementation Plan ("SIP") in 2017. SCAQMD’s 2016 AQMP relies on the latest scientific and technological information and planning assumptions relevant to air quality, including information regarding regional growth forecasts and transportation control measures in the 2016–2040 Regional Transportation Plan/Sustainable Communities Strategy ("RTP/SCS"), which was adopted by the SCAG Regional Council in 2017. The 2016 AQMP also is built on extensive consultation between CARB and SCAQMD regarding the reduction of emissions from mobile sources. In that vein, the 2016 AQMP recognizes that some sources – referred to as “federally controlled sources” in the AQMP – are under the jurisdiction of the U.S. EPA; the 2016 AQMP explicitly recognizes aircraft as a federally controlled source.

As discussed in the Final Program EIR, JWA staff participated in SCAG’s Aviation Technical Advisory Committee and coordinated with SCAQMD to ensure that aircraft operations data specific to the Airport (such as the number of operations, fleet mix and taxi times) were accounted for throughout the forecasted planning period for both the RTP/SCS and AQMP. JWA staff also provided SCAQMD with information regarding estimated construction-related emissions at the Airport during the subject planning period, including those associated with the development of any GAIP-facilitated facilities. As a result of this inter-agency coordination, emissions associated with the GAIP have been planned for and accounted for in the 2016 AQMP.

By the nature of the applicable regional air quality plans, cumulative projects have been incorporated by way of the regional growth projections. By being consistent with the 2016 AQMP, the Project Proposed for Approval would neither conflict with nor obstruct implementation of the 2016 AQMP; therefore, no direct or cumulative impact has been identified. For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not conflict with or obstruct implementation of the applicable air quality plan; therefore, direct and cumulative impacts would be less than significant impacts without the implementation of mitigation measures.

**Threshold 4.2-2**

**Operational Emissions**

The Project Proposed for Approval would result in changes to the Airport’s general aviation aircraft operations and fleet mix. The Project Proposed for Approval would not change the number of commercial air carrier operations, fleet mix, runway use, flight tracks, or terminal area.

The analysis in the Final Program EIR used the required Federal Aviation Administration’s ("FAA") Aviation Environmental Design Tool ("AEDT", Version 2d) to model operational emissions from aircraft operations, auxiliary power units ("APU"), and ground support equipment ("GSE") at the Airport. The analysis evaluated projected ultimate fleet mix and

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6 Construction impacts for this threshold are discussed in Section 6.1 of these Findings.
number of operations, as well as an evaluation of overlapping impacts when construction and operational emissions would occur at the same time.

The daily net impacts of operational emissions were calculated by subtracting the operational emissions of the Baseline (2016) Conditions from those of the Baseline Plus the Project Proposed for Approval. When compared to the SCAQMD regional and localized significance thresholds, no operational exceedances have been identified. Therefore, operational emissions of criteria pollutants would be less than significant for operations.

The cumulative impacts analysis for air quality is based on the guidance provided by SCAQMD. Pursuant to that guidance, projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. Projects that do not exceed the project-specific thresholds are generally not considered cumulatively significant. Therefore, the Project Proposed for Approval would not contribute to a cumulatively significant operational air quality impact.

For the reasons described above, the Board hereby finds that the operational emissions associated with the Project Proposed for Approval would not violate air quality standards or contribute substantially to an existing or projected air quality violation; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although significant operational impacts were not identified, MN AQ-2, listed below, requires the use of Zero Emission Vehicle (“ZEV”) GSE where available (e.g. tugs, water carts, lavatory carts, other ramp service equipment/vehicles) for 90 percent or greater of the GSE operating hours. Although minimization measures are not identified as mitigation measures, the County does include them in the MMRP to ensure implementation tracking. The following minimization measure is identified in Final EIR 627.

**MN AQ-2**

General Aviation FBOs shall employ Zero Emission Vehicle (“ZEV”) GSE where available (e.g. tugs, water carts, lavatory carts, other ramp service equipment/vehicles) for 90 percent or greater of the GSE operating hours. Where ZEVs are not available, vehicles shall meet Ultra Low Emission Vehicle (“ULEV”) requirements. Where ULEVs are not available, and only diesel fuel engine trucks are available, the diesel-fueled truck shall comply with the On-Road Heavy-Duty Diesel Vehicles (In-Use) Regulation.

FBOs shall maintain monthly records regarding GSE type, make, model, year, fuel type, horsepower (if non-electric), and hours in-use. Monthly records are subject to audit and verification by JWA. These records shall be provided to JWA annually in June.

**Threshold 4.2-3**

The cumulative air quality impacts analysis in the Final Program EIR is based on the guidance provided by SCAQMD that states projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. Projects that do not exceed the project-specific thresholds are generally not considered cumulatively significant.
Operational Emissions

As noted under Threshold 4.2-2, the operational emissions associated with the Project Proposed for Approval are less than significant. Therefore, consistent with the SCAQMD’s guidance for assessing a project’s contribution to cumulative impacts, the Project Proposed for Approval would not be considered cumulatively significant.

As discussed under Threshold 4.2-2, although the operational air emissions would be less than significant, a minimization measure (MN AQ-2) was identified that would further reduce the air emissions associated with the Project Proposed for Approval. Additionally, the Project Proposed for Approval has been included as part of the regional long-range forecasted planning period for both the 2016-2040 RTP/SCS and 2016 AQMP (see Threshold 4.2-1). These regional planning programs are designed to meet the requirements of the Federal Clean Air Act (“CAA”) demonstrating attainment of the National Ambient Air Quality Standards (“NAAQS”) for the South Coast Air Basin (“SoCAB”) and utilize the long-range growth forecasts to address the cumulative development in the region. Therefore, based on the SCAQMD guidance, the quantitative analysis conducted for Final Program EIR 627, and consistency with regional planning programs that reflect the GAIP, the Project Proposed for Approval would not result in a cumulatively considerable net increase of any criteria pollutant for which the SoCAB region has a non-attainment status under an applicable federal or state ambient air quality standard and impacts would be less than significant.

For the reasons described above, the Board hereby finds that the operational emissions associated with the Project Proposed for Approval would not result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard; therefore, impacts would be less than significant without the implementation of mitigation measures.

Threshold 4.2-4

As part of the Final Program EIR, the potential impact from toxic air contaminants (“TAC”) was evaluated. A GAIP-specific Health Risk Assessment (“HRA”) was prepared using the American Meteorological Society/Environmental Protection Agency Regulatory Model Improvement Committee Model (“AERMOD”) to estimate dispersion factors (i.e., TAC concentrations) resulting from emissions from aircraft, APU, GSE, and the avgas storage tank at nearby receptors. Receptors evaluation followed SCAQMD guidance7, as well as discrete receptors placed at sensitive locations within 1,000 meters of the Airport. Both current and future sensitive receptors are included in this analysis. This includes planned residential developments, such as the Koll Center Residences and Newport Crossings, which are located within 1,000 meters of the Project. Off-site worker receptors are also evaluated in the HRA.

Lifetime cancer risk, chronic hazard index (“HIC”), and acute hazard index (“HIA”) were calculated at each receptor for the Project Proposed for Approval as compared to the Baseline conditions. The exposure parameters used to estimate excess lifetime cancer risks (over a

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lifetime of 70 years) for all potentially exposed populations were obtained using risk assessment guidelines from California Office of Environmental Health Hazard Assessment (“OEHHA”). These exposure assumptions, designed to be protective of children younger than age 16, are assumed to be adequately protective of residents older than 30 years of age, including the elderly. For worker exposure, the total exposure duration analyzed is 25 years.

The incremental health risk results of this HRA were compared at the fence line of JWA to the SCAQMD thresholds of 10 in one million for cancer risk, and 1.0 for HIC and HIA. The maximum HIC and HIA are less than 1.0 for the Project Proposed for Approval at all SCAQMD thresholds of 10 in one million for cancer risk, and 1.0 for HIC and HIA. The maximum cancer risk for the Project Proposed for Approval is 0.41, at a worker receptor on the northern receptors.

As noted under Threshold 4.2-2, the guidance provided by SCAQMD is if projects exceed the project-specific significance thresholds then they are considered by the SCAQMD to be cumulatively considerable. Projects that do not exceed the project-specific thresholds are generally not considered cumulatively significant. Based on the analysis provided as part of Final Program EIR 627, the Project Proposed for Approval would not contribute to a cumulatively significant impact associated with sensitive receptors exposed to substantial pollutant concentrations. Therefore, no mitigation measures are required and impacts would be less than significant related to health risks and exposure of sensitive receptors to substantial pollutant concentrations.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not expose sensitive receptors to substantial pollutant concentrations; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although the impacts are less than significant and no mitigation is required, MN AQ-2 (use of ZEV GSE where available) would further reduce potential TAC emissions associated with the Project Proposed for Approval. MN AQ-2 is provided above, under Threshold 4.2-2.

### 5.3 CULTURAL AND SCIENTIFIC RESOURCES

#### 5.3.1 FINDING

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative impacts to cultural and scientific resources associated with the below-mentioned thresholds:

- **Threshold 4.3-1** Would the Project cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

- **Threshold 4.3-2** Would the Project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

- **Threshold 4.3-3** Would the Project disturb any human remains, including those interred outside of dedicated cemeteries?
Threshold 4.3-4  Would the Project cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?

5.3.2  FACTS IN SUPPORT OF FINDINGS

Threshold 4.3-1

In conjunction with the preparation of Final Program EIR 627, a cultural resources records search was conducted at the South Central Coastal Information Center (“SCCIC”) at California State University, Fullerton. Although the Project Proposed for Approval will not involve improvements to the entire Airport site, for purposes of the cultural resources record search, the approximately 400 acres of the Airport dedicated to aviation activity was assumed as the GAIP Area of Potential Effect (“APE”). Few archaeological resources have been identified near the GAIP APE, and there is no record of significant archaeological resource within the area affected by the Project Proposed for Approval. The Airport site has been heavily disturbed from previous construction activities and the shallow depth of excavation associated with the improvements for the Project Proposed for Approval would minimize the potential for the discovery of significant archaeological resources. Additionally, Standard Condition (“SC”) SC CULT-1 requires a County-certified archaeologist to monitor grading activities should construction disturb native soil. The County routinely applies this standard condition to avoid and/or minimize the potential for impacts to archaeological resources. With application of this standard condition, no significant impacts would occur and no mitigation measures are identified as necessary in the Final Program EIR to protect archaeological resources.

In light of the low potential for impacts to archaeological resources and the site-specific nature of the resource, the Project Proposed for Approval would not contribute to a significant cumulative impact. Final Program EIR 627 acknowledged regional growth would include previously undeveloped land, which could lead to accelerated degradation of previously unknown archaeological resources. Each cumulative development proposal would be required to undergo environmental review and would be subject to similar resource protection requirements as the Project Proposed for Approval. Additionally, the specific list of cumulative projects identified on the Airport are not expected to disturb unknown cultural resources because of the shallow depth of excavation or in the case of the 2014 Settlement Agreement Amendment, the lack of physical improvements.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not result in a substantial adverse change in the significance of an archaeological resource; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. As previously noted, although standard conditions are not identified as mitigation measures, the County does include them in the MMRP to ensure implementation tracking. The following standard condition is identified in Final EIR 627.

SC CULT-1  Prior to the issuance of the first grading permit, the applicant shall provide written evidence to the Manager, Building and Safety, that applicant has retained a County-certified archaeologist, to observe grading activities and salvage and catalogue archaeological resources as necessary. The archaeologist shall be present at the pre-grade conference, shall establish procedures for archaeological
resource surveillance, and shall establish, in cooperation with the applicant, procedures for temporarily halting or redirecting work to permit the sampling, identification, and evaluation of the artifacts as appropriate. If the archaeological resources are found to be significant, the archaeological observer shall determine appropriate actions, in cooperation with the project applicant, for exploration and/or salvage.

Prior to the release of the grading bond the applicant shall obtain approval of the archaeologist's follow-up report from the Manager, Building and Safety. The report shall include the period of inspection, an analysis of any artifacts found and the present repository of the artifacts. The archaeologist shall prepare excavated material to the point of identification. Applicant shall offer excavated finds for curatorial purposes to the County of Orange, or its designee, on a first refusal basis. These actions, as well as final mitigation and disposition of the resources, shall be subject to the approval of the Manager, Building and Safety. Applicant shall pay curatorial fees if an applicable fee program has been adopted by the Board of Supervisors, and such fee program is in effect at the time of presentation of the materials to the County of Orange or its designee, all in a manner meeting the approval of the Manager, Building and Safety. (County Standard Condition of Approval A02)

**Threshold 4.3-2**

The improvements associated with the Project Proposed for Approval would be conducted in an entirely built-out environment, substantially minimizing the potential for disturbance of paleontological resources. Based on a paleontological resources records search and literature review conducted by staff of the Los Angeles County Natural History Museum, no fossil localities have been recorded within the Airport boundary. Due to the expected shallow depth of construction, disturbance would occur predominately in the younger alluvial deposits, which would not be likely to yield fossils. The County routinely applies SC CULT-2, which requires a paleontologist be retained to observe grading activities, to avoid or minimize potential impacts. With application of this standard condition no significant impacts would occur and no mitigation measures were identified as necessary in the Final Program EIR to protect paleontological resources. There are no unique geologic features on the Airport site; therefore, no impacts would occur.

In light of the low potential for impacts to paleontological resources and the site-specific nature of the resource, the Project Proposed for Approval would not contribute to a significant cumulative impact. Final Program EIR 627 acknowledged regional growth would include previously undeveloped land, which could lead to accelerated degradation of previously unknown paleontological resources. Each cumulative development proposal would be required to undergo environmental review and would be subject to similar resource protection requirements as the Project Proposed for Approval. Additionally, the specific list of cumulative projects identified on the Airport are not expected to disturb unknown cultural resources because of the shallow depth of excavation or in the case of the 2014 Settlement Agreement Amendment, the lack of physical improvements.
For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not result in a substantial adverse change in the significance of a paleontological resource or unique geologic feature; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. As previously noted, although standard conditions are not identified as mitigation measures, the County does include them in the MMRP to ensure implementation tracking. The following standard condition is identified in Final EIR 627.

**SC CULT-2**  
Prior to the issuance of the first grading permit, the project applicant shall provide written evidence to the Manager, Building and Safety, that applicant has retained a County certified paleontologist to observe grading activities and salvage and catalogue fossils as necessary. The paleontologist shall be present at the pre-grade conference, shall establish procedures for paleontological resource surveillance, and shall establish, in cooperation with the applicant, procedures for temporarily halting or redirecting work to permit sampling, identification, and evaluation of the fossils. If the paleontological resources are found to be significant, the paleontologist shall determine appropriate actions, in cooperation with the applicant, to ensure proper exploration and/or salvage.

Prior to the release of the grading bond the applicant shall submit the paleontologist’s follow up report for approval by the Manager, Building and Safety. The report shall include the period of inspection, a catalogue and analysis of the fossils found, and the present repository of the fossils. Applicant shall prepare excavated material to the point of identification, and offer excavated finds for curatorial purposes to the County of Orange, or its designee, on a first refusal basis. These actions, as well as final mitigation and disposition of the resources, shall be subject to approval by Manager, Building and Safety. Applicant shall pay curatorial fees if an applicable fee program has been adopted by the Board of Supervisors, and such fee program is in effect at the time of presentation of the materials to the County of Orange or its designee, all in a manner meeting the approval of the Manager, Building and Safety (County Standard Condition of Approval A04)

**Threshold 4.3-3**

Based on the results of the records search and literature review, human remains are not likely to be found within the APE. Due to the level of past disturbance on the Airport, project-related ground-disturbing activities are not expected to encounter human remains, including those interred outside of dedicated cemeteries. Section 7050.5 of the *California Health and Safety Code* describes the protocols to be followed in the event that human remains are accidentally discovered during excavation of a site. In addition, the requirements and procedures set forth in Section 5097.98 of the *California Public Resources Code* would be implemented. This is identified as a Regulatory Requirement (“RR”) in Final Program EIR 627. Impacts would be less than significant in light of this State adopted regulation, which would apply to the Project Proposed for Approval.

The Project Proposed for Approval combined with the cumulative projects would not result in a significant impact on human remains. Discovery of human remains are site-specific and all
proposed developments would undergo the same resource protection and regulatory requirements in case of discovery of human remains.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval is not expected to disturb any human remains; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although no significant impacts have been identified and regulatory requirements and standard conditions are not identified as mitigation measures, the County does include them in the MMRP to ensure implementation tracking. The following regulatory requirement is identified in Final EIR 627.

**RR CULT-1 Human Remains.** If human remains are encountered during ground-disturbing activities, Section 7050.5 of the *California Health and Safety Code* states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition of the materials pursuant to Section 5097.98 of the *California Public Resources Code*. The provisions of Section 15064.5 of the California Environmental Quality Act Guidelines shall also be followed. The County Coroner must be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner shall notify the Native American Heritage Commission (“NAHC”). The NAHC will determine and notify a Most Likely Descendent (“MLD”). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The descendent must complete the inspection within 24 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials. These requirements shall be included as notes on the contractor specification and verified by the OC Development Services Department, prior to issuance of grading permits.

**Threshold 4.3-4**

The Project Proposed for Approval would remove and replace most of the buildings currently used for general aviation. Based on the review of aerial photography, Final Program EIR 627 documented that the buildings on west side of the Airport are all less than 50 years old. Additionally, none of these buildings were found to meet the Secretary of Interior’s standards for historic significance. Several of the buildings on the east side of the Airport, and across Campus Drive in the city of Newport Beach were built prior to 1970. Most notably are the rows of T-hangars adjacent to Campus Drive. However, based on the review of more recent aerial photography, several of the T-hangars along Campus Drive have been replaced or relocated over the years because the locations of the hangars are slightly different (located farther to the south than what is shown in the 1970 aerial photograph). Based on the changes to the configuration of the other buildings on the east side of the Airport, the buildings shown in the 1970 aerial photograph have also been altered or replaced. The T-hangars do not have any distinctive architecture or features; rather, they are similar to other structures on the Airport, utilitarian in form, and consistent with the design of hangars on other airports. None of the Secretary of Interior’s criteria would apply to the buildings on the east side of the Airport or adjacent to the Airport.

The Project Proposed for Approval would not have any direct impact on the buildings located across Campus Drive. The record search and review of the City of Newport Beach *Historic
Resources Element of the General Plan does not identify any resources adjacent to the Airport as being listed on the federal, State, or local registers for historic resources. The buildings on Campus Drive are low-lying office and commercial buildings without distinctive architectural character. Additionally, a comparison of the 1970 aerial photograph to current conditions shows that a number of the buildings have been altered over the years.

No impacts on historic resources would occur and no standard conditions or regulatory requirements have been identified as being applicable to the Project Proposed for Approval for the protection of historic resources. Since the Project Proposed for Approval would not have any impacts, it would not contribute to a cumulative impact. Additionally, none of the cumulative projects were identified as having impacts on historic resources.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not cause a substantial adverse change in the significance of a historical resource; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures.

5.4 GREENHOUSE GAS EMISSIONS

5.4.1 FINDING

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative greenhouse gas emissions (“GHG”) impacts associated with the below-mentioned thresholds:

Threshold 4.4-1 Would the Project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Threshold 4.4-2 Would the Project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

5.4.2 FACTS IN SUPPORT OF FINDINGS

Threshold 4.4-1

In the context of CEQA, “GHG impacts are exclusively cumulative impacts; there are no non-cumulative GHG emission impacts from a climate change perspective.” This characterization of GHG impacts is consistent with the recognition that climate change is a global phenomenon, and that GHG emissions do not result in localized impacts but rather contribute to overall atmospheric concentrations of GHGs that then influence the global climate.

Final Program EIR 627 evaluated the GHG impacts associated with both construction and operations for the Project Proposed for Approval. Construction emission estimates for the Project were developed using California Emissions Estimator Model (“CalEEMod”, Version 2016.3.2). The CalEEMod model calculates total emissions resulting from each construction activity. Construction estimates (including phase durations and estimated quantities) for the Project Proposed for Approval are based on the preliminary engineering data available at the
time the modeling was completed for the Program EIR. Consistent with SCAQMD recommendations, construction-related GHG emissions are amortized over the life of the project, defined as 30 years, to determine significance.

The required FAA’s AEDT was used to model operational emissions from aircraft operations, APU, and GSE at the Airport. The evaluation focused on general aviation related activities because the Project Proposed for Approval would not change the number of commercial air carrier operations, fleet mix, runway use, flight tracks, or terminal area. Operational impacts from the Project Proposed for Approval are evaluated in comparison to the Baseline (2016) conditions. The net operational emissions (Baseline Plus Project Proposed for Approval less Baseline emission) plus the annual amortized construction emissions are then compared to the SCAQMD’s significance threshold of 10,000 metric tons of carbon dioxide equivalent per year ("MTCO2e/year") used for industrial projects.

Final Program EIR 627 identifies the total net annual GHG emissions associated with the Project Proposed for Approval are substantially below the 10,000 MTCO2e/year threshold established by the SCAQMD for industrial projects.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment; therefore, no mitigation measures are required. Although impacts are less than significant and no mitigation measures are required, Final Program EIR 627 did identify the following regulatory requirements to further reduce construction and operational emissions. In addition, MN AQ-1, included in Section 6.1, and MN AQ-2, provided in Section 5.2, of these Findings, would also serve to reduce GHG impacts. Regulatory requirements are not identified as mitigation measures; however, the County does include them in the MMRP to ensure implementation tracking. The following regulatory requirements are identified in Final EIR 627.

**RR GHG-1**  
GAIP facilities must be designed in accordance with the applicable Title 24 Energy Efficiency Standards for Residential and Nonresidential Buildings (California Code of Regulations [CCR], Title 24, Part 6). These standards are updated, approximately every three years, to incorporate improved energy efficiency technologies and methods. The Manager of Building & Safety, or designee shall ensure compliance prior to the issuance of each building permit.

**RR GHG-2**  
GAIP facilities must be designed in accordance with applicable requirements of the California Green Building Standards (CALGreen) Code (24 CCR 11). The Manager of Building & Safety, or designee shall ensure compliance prior to the issuance of each building permit.

**Threshold 4.4-2**

Executive Order S-3-05, AB 32, and SB 32 are the primary State policies adopted for the purpose of reducing GHG emissions. Statewide regulations adopted in furtherance of those State policies, including GHG emissions standards for vehicles, are being implemented at the statewide level. For example, CARB’s Mobile Source Strategy and 2017 Scoping Plan include actions to deploy
zero-emission technologies across a broad spectrum of sources, including airport GSE and off-road construction equipment.

The Airport has developed the John Wayne Airport Climate Action Plan (“CAP”), which establishes a framework to minimize Airport-related GHG emissions. The CAP establishes emission reduction goals and a process for implementation, monitoring, and reporting. The CAP was developed in furtherance of mitigation measures developed for the commercial carrier operations provided in the JWA Settlement Agreement Amendment EIR No. 617.

The GHG emissions for the Project Proposed for Approval would be less than significant (see Threshold 4.4-1). Additionally, the Project Proposed for Approval would implement applicable emissions-reducing strategies identified in CARB’s Mobile Source Strategy and 2017 Scoping Plan, to the extent required by law. As noted above, Final Program EIR 627 would apply the provisions of the JWA CAP to the Project Proposed for Approval (MN GHG-1). Therefore, the Project Proposed for Approval would not conflict with any applicable plan, policy or regulation established for reducing GHG emissions impacts and impacts would be less than significant. No mitigation measures would be required; however, as noted above, the regulatory requirements and MN GHG-1 would further reduce GHG emissions.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases; therefore, no mitigation measures are required. Although impacts are less than significant and no mitigation measures are required, Final Program EIR 627 did identify the following minimization measure to further reduce GHG emissions. Minimization measures are not identified as mitigation measures; however, the County does include them in the MMRP to ensure implementation tracking. The following minimization measure is identified in Final Program EIR 627.

**MN GHG-1** JWA shall require that all general aviation-related development and uses facilitated by approval of the GAIP comply with applicable measures set forth in its Climate Action Plan. This compliance requirement shall be set forth in all leasehold agreements for GAIP-related development. Additionally, compliance with building design-related measures shall be verified by JWA Deputy Director, Facilities or designee, prior to the issuance of building permits for GAIP-related development.
5.5 Hazards and Hazardous Materials

5.5.1 Finding

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative hazards and hazardous materials impacts associated with the below-mentioned thresholds:

Threshold 4.5-1 Would the Project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Threshold 4.5-2 Would the Project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Threshold 4.5-2 Would the Project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or wastes within one-quarter mile of an existing or proposed school?

5.5.2 Facts in Support of Findings

Threshold 4.5-1 and Threshold 4.5-2

Final Program EIR 627 evaluated both construction and operations impacts as it pertains to these thresholds.

Short-Term Construction Impacts

The Project Proposed for Approval would result in a variety of demolition, relocation, and construction activities. Improvements would be confined to the existing Airport footprint (i.e., no expansion of the general aviation uses beyond the current Airport limits). The demolition and construction activities would involve the use, storage, and handling of hazardous and non-hazardous materials as well as the generation of hazardous waste. Additionally, hazardous materials such as asbestos-containing materials and lead-based paint may be encountered during demolition and relocation activities associated with the Project Proposed for Approval.

In conjunction with the preparation of Final Program EIR 627, Hazardous Materials Survey Reports were prepared for the existing general aviation facilities that would be demolished as part of the Project Proposed for Approval. The facilities located where a portion of the box hangars, flight school facilities, and a portion of the proposed T-Hangars would be located were the only facilities with asbestos containing materials ("ACM") requiring further remediation prior to demolition or construction activities. Lead-based paint ("LBP") samples were identified in two locations within the general aviation facilities including the area proposed for box hangars, flight school facilities, and a portion of the proposed T-Hangars.
In addition to demolition, construction activities would require hazardous materials be transported to the site. All hazardous materials used or generated as part of construction activities would be regulated by existing federal, State, and local regulations. By adhering to regulatory requirements and compliance with the County standard conditions, potential impacts associated with hazardous material use or generation due to demolition and construction of the Proposed Project would be maintained to below a level of significance.

**Long-Term Operational Impacts**

Operation and maintenance activities associated with the Project Proposed for Approval would be consistent with the existing conditions at the Airport (i.e., the services offered at the Airport would not change). Activities involving the use of hazardous materials include, but are not limited to, aircraft fueling and aircraft maintenance. Final Program EIR 627 includes a list of hazardous materials and wastes that would be associated with maintenance activities. Aircraft maintenance activities would be in designated maintenance, repair, and overhaul (“MRO”) areas designed for adherence to best management practices (“BMPs”) and control measures for handling and storing various types and quantities of regulated hazardous materials used to service several different aircraft at any given time. Standard design practices, such as hangars incorporating subfloor design measures to mitigate fuel and oil spillage would also reduce the potential for contamination or release of hazardous materials. These would be consistent with current regulations for the handling of hazardous materials and are required by standard conditions identified in Final Program EIR 627 and included below.

The Project Proposed for Approval incorporates provisions for the installation of a self-serve fueling station for avgas conceptually located on the west side of the Airport. The design requirements for the self-serve fuel station would include a secondary containment system to avoid release of fuel beyond the immediate area. Orange County Fire Authority (“OCFA”) personnel from the Airport Rescue and Fire Fighting (“ARFF”) station are located on site to intervene to prevent a fire, contain the spill, and/or prevent spilled fuel from entering the storm drain system. Compliance with applicable regulatory requirements (listed below) would be required for all fuel handling and transport activities.

Because hazardous materials are often site-specific and localized, the potential for cumulative impacts is limited. For cumulative hazards and hazardous materials impacts to occur, the projects would need to be relatively close to each other so cumulative impacts would collectively pose a significant impact. The Wickland Pipeline project and Settlement Agreement Amendment are cumulative projects that would also increase the amount of fuel stored and/or used at the Airport. The risks associated with the increased fuel storage were evaluated in the environmental documents prepared for these projects and the risks of a substantial spill or substantial rupture of the tanks is very remote. The most probable accident scenario for the bulk fuel storage tanks involves minor leakage or release of fuel (e.g., from valves or seals) into the bermed containment area that surrounds the tanks and does not represent a public or environmental health risk. In light of the adopted safety programs that are currently in operation and would be applicable to all the projects on JWA, the potential health risks are low because the fuel spills are contained and cleaned up and do not enter the Airport drainage system. Therefore, the cumulative impacts would be less than significant.
For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not (1) create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials; nor (2) would it create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. Therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although impacts are less than significant and no mitigation measures are required, Final Program EIR 627 did identify the following regulatory requirements and standard conditions that are designed to reduce impacts associated with the handling, use, and transport of hazardous materials. Regulatory requirements and standard conditions are not identified as mitigation measures; however, the County does include them in the MMRP to ensure implementation tracking. The following regulatory requirements and standard conditions are identified in Final Program EIR 627.

**RR HAZ-1**

Prior to the start of demolition or construction at the facilities, an asbestos abatement work plan shall be prepared in compliance with federal, State, and local regulations for any necessary removal and disposal of such materials, (including, but not limited to, 40 CFR 61 Subpart M, Occupational Safety and Health Administration 8 CCR 1529, and South Coast Air Quality Management District Rule 1403) and shall include: (1) demolition plans and specifications incorporating any necessary abatement measures for the removal of materials containing asbestos or assumed to contain asbestos in compliance with federal, State, and local regulations; (2) A licensed California Department of Occupational Safety and Health contractor, certified by the CSLB and registered with Cal/OSHA shall perform all “asbestos-related work” that disturbs asbestos-containing materials or asbestos-containing construction materials at the facilities; (3) All persons who may come into contact with any asbestos-containing material during demolition, construction, and maintenance at the facilities shall be notified in writing to avoid removal or disturbance of the asbestos-containing material; (4) any suspect material not identified but assumed to contain asbestos disturbed during the course of demolition shall require a cease work order and examination by a California Department of Industrial Relations Division of Occupational Safety and Health certified asbestos consultant; (5) all known asbestos-containing material or asbestos-containing construction material, to the extent that the asbestos-containing material or asbestos-containing construction material becomes friable, must be removed prior to demolition; and (6) asbestos-containing waste material that is generated during demolition at the facilities shall be properly handled and disposed of in compliance with applicable federal, State, and local regulations.

**RR HAZ-2**

Prior to the start of any construction/demolition at the facilities, a lead-based paint/lead-containing paint abatement work plan shall be prepared in compliance with federal, State, and local regulations (including, but not limited to Occupational Safety and Health Administration CCR Title 17 Section 37000-37100 and Title 8 Section 1532.1 and South Coast Air Quality Management District Rule 301) for any necessary removal and disposal of such materials.
The work plan implementing these regulations shall also include the following elements as per the Hazardous Materials Survey Report: (1) demolition plans and specifications shall incorporate any necessary abatement measures for the removal of materials containing lead-based paint and/or lead-containing paint in compliance with federal, state, and local regulations; (2) paints identified as lead-based and in poor condition (peeling or chipped) and all loose, flaking, or otherwise deteriorated lead paint shall be stabilized prior to any other construction-related activity and/or demolition on site. The stabilization process must be completed by California Department of Public Health Certified Workers under a California Department of Public Health Certified Supervisor, and all loose and flaking paint shall be removed from all work areas; (4) lead-based paints, i.e., paint on the floor of Hangar 62, in good condition may be left in place if exposure to employees and the environment is controlled and the lead-containing waste is properly tested and disposed based on the test results; (5) compliance with recommendations contained in a negative exposure assessment, which has been prepared meeting Cal-OSHA standards, for the appropriate handling of materials tested, via XRF, and found to contain lead in amounts that may be a source of exposure to workers or may not meet testing limits for disposal including ceramic tiles in the restrooms prior to renovation or demolition; and (6) work area preparations as well as adequate worker protection and employee exposure monitoring and material testing as it relates to disposal will be required during any equipment demolition activity.

**RR HAZ-3**

All transportation of hazardous materials at the facilities is regulated at the federal (Title 49 of the Code of Federal Regulations ["49 CFR"]) and State (Title 13 of the California Code of Regulations ["13 CCR"]) levels and requires compliance with all applicable federal, State, and local regulations pertaining to hazardous materials to ensure that the risk associated with the use and storage of the materials, after transport to JWA, is minimal. All hazardous materials shall be handled in full compliance with applicable requirements, and the necessary permits maintained by JWA. Carriers responsible for the transportation of hazardous materials are required to have a hazardous materials transportation license, issued by the California Highway Patrol ("CHP"). All fuel deliveries from suppliers within California will comply with all applicable requirements of the CHP’s biennial inspection of terminals ("BIT") program.

**RR HAZ-4**

Per USEPA requirements, a *Spill Prevention, Control, and Countermeasure Plan* is required to address all fueling related activities. Pursuant to 40 CFR Section 112, physical modifications to fueling facilities (i.e., the extension of the hydrant fueling system) may require a technical amendment to a SPCC Plan. Should SNAFuel, the operator of the hydrant fueling system, agree to extend the system to the East Full Service FBO(s), the JWA Environmental Engineer shall determine if an amendment to the SNAFuel SPCC Plan is required. Said amendment, if determined necessary, would be prepared in compliance with the requirements of the U.S. Environment Protection Agency as provided for in 40 CFR Section 112 to the satisfaction of the JWA Environmental Engineer.
RR HAZ-5  A *Spill Prevention, Control, and Countermeasure Plan* or an amendment to an existing SPCC may be required to address the additional fueling related activities Prior to construction of the self-service fueling station. The JWA Environmental Engineer shall determine if an amendment to an existing SPCC Plan or a new plan is required. Prior to the self-serve fueling station becoming operational, said document, would be prepared in compliance with the requirements of the U.S. Environment Protection Agency as provided for in 40 CFR Section 112 to the satisfaction of the JWA Environmental Engineer.

SC HAZ-1  Prior to the issuance of a building permit for installation of an industrial oven, spray booth, powder-coating operation, dust collection equipment, welding operation, refrigeration system, or other hazardous equipment, the applicant shall provide the Manager, Permit Services with a clearance from OCFA, or other Local Fire Agency (if applicable), indicating plan compliance with Fire Code and all guidelines specific to the operation. (County Standard Condition FP02)

SC HAZ-2  Prior to the issuance of a grading permit or building permit, whichever comes first, for installation of an aboveground or an underground tank used for the storage of flammable, combustible, or hazardous liquids, the applicant shall provide the Manager, Permit Services with a clearance from OCFA indicating compliance with Guideline G-08. (County Standard Condition FP12)

SC HAZ-3  A. Prior to the issuance of a building permit, the applicant shall provide the Manager, Permit Services with a clearance from OCFA, or other Local Fire Agency (if applicable), indicating compliance with Guideline G-06.

B. Prior to the final inspection approval, the applicant shall provide the Manager, Permit Services with a clearance from OCFA, or other Local Fire Agency (if applicable), indicating a "Hazardous Materials Disclosure Chemical Inventory and Business Emergency Plan" packet has been submitted to the OCFA for review and approval. (County Standard Condition FP15)

SC HAZ-4  Applicant/operator shall store, manifest, transport, and dispose of all on-site generated waste that meets hazardous materials criteria in accordance with the *California Code of Regulations* Title 22 and in a manner to meet the satisfaction of the Manager, Health Care Agency ("HCA")/Hazardous Materials Program. Applicant shall keep storage, transportation, and disposal records on site and open for inspection by any government agency upon request. Applicant shall store used oil filters in a closed, rainproof container that is capable of containing all used oil and shall manage the container as specified in Title 22, Chapter 30, Division 4, Section 66828 of the *California Code of Regulations*. (County Standard Condition RC02)

**Threshold 4.5-3**

The Project Proposed for Approval will redevelop and operate on the same portion of the Airport that is currently being used for general aviation uses. Mariner’s Christian School, located at Red Hill Avenue and Fisher Avenue, is approximately 0.25 mile west of the Airport facilities. The
operation and maintenance activities would be consistent with the existing conditions at the Airport. The Project Proposed for Approval would not alter the delivery routes for fuel or require substantially greater quantities of fuel being delivered to the Airport. None of the characteristics associated with the Project Proposed for Approval would substantially increase the quantity or nature of hazardous materials on the Airport. The Project Proposed for Approval does not propose changes to the adopted procedures for handling hazardous materials, which are all handled in full compliance with applicable codes. The adopted safety programs currently in operation are able to reduce the potential health risks because the fuel spills are contained and cleaned up on site and historically have not left the Airport. These adopted ongoing programs and procedures reduce the potential for risk of exposure to schools in proximity to the Airport. Impacts would be less than significant with implementation of the regulatory requirements and standard conditions listed above.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or wastes within one-quarter mile of an existing or proposed school; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures.

5.6 LAND USE AND PLANNING

5.6.1 FINDING

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative on-site land use and planning impacts associated with the below-mentioned thresholds:

Threshold 4.6-1 Would the Project conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

5.6.2 FACTS IN SUPPORT OF FINDINGS

Threshold 4.6-1

Onsite Land Uses

Final Program EIR 627 evaluated the potential conflict with a land use plan, policy, or regulation as it pertains to compatibility with land uses on site (i.e., on-Airport impacts). The proposed GAIP improvements would not introduce any uses that would be incompatible with the current general aviation functions at the Airport because the type of improvements (i.e., FBOs, hangars, and tie-downs) are consistent with the type of uses currently on site. Additionally, the area on the Airport dedicated to general aviation uses would not substantially change. The only

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Potential impacts to surrounding land uses are discussed in Section 7.1.
reduction in overall area for general aviation uses would be associated with the transient aircraft apron parking area located at the south end of the Airport. Aircraft are parked in an OFA for Runway 2L, and the Project Proposed for Approval would correct this non-standard condition.

Currently, there are license agreements for perimeter fence access for freight, cargo, and maintenance operations incidental to the transportation of passengers into the Airport from 3000 Airway Avenue in Costa Mesa (located immediately north of the Limited Service Southwest FBO). The parcel is not part of the Airport; however, the entry gate provides access to the secured portion of the airfield pursuant to "through the gate" license agreements with the County. No significant impact would be associated with maintaining access at this location. However, to ensure as development occurs in this location that full access between the gate and Perimeter Road is maintained MN LU-1, which is listed below, is included in the Final Program EIR.

Recognizing the constrained capacity at the Airport, one of the objectives of the GAIP is to utilize limited land area efficiently and economically. The GAIP includes facilities that recognize the trend toward the reduction of small single-engine fixed-wing piston aircraft and an increase in turboprops and business/private jets, and proposes facilities to accommodate this trend. However, an effect of this is a reduction in the number of general aviation aircraft based at the Airport. The type of aircraft that would be most affected by the reduction in general aviation capacity would be the single-engine fixed-wing piston aircraft. Even with the reduction, the majority of the space for based aircraft at the Airport would remain dedicated to fixed wing piston aircraft, and specifically single-engine fixed wing piston aircraft. The Project Proposed for Approval would result in a reduction of approximately 235 spaces compared to current capacity and a reduction of approximately 121 compared to the number of based aircraft in the Baseline (2016) condition.

Although the phasing of the Project Proposed for Approval is designed to minimize disruption at the Airport, during construction, current users of the general aviation facilities (i.e., FBOs and aircraft owners) would need to be temporarily relocated either to alternative locations on the Airport or to other airports in the region while each area on the Airport is under construction.

The loss of aircraft parking spaces may be perceived as adverse because it reduces the overall capacity at the Airport; however, it would not result in an incompatible land use or conflict with any applicable land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. The Airport is committed to maintaining general aviation uses; however, there are no requirements that establish a minimum or maximum amount of general aviation. JWA would continue to serve general aviation uses. The aircraft are accommodated on the Airport through lease agreements, which have established expiration dates or provisions for cancelation of the lease. The improvements would be phased, allowing additional time for aircraft owners to make other accommodations. Currently, both Fullerton Municipal Airport and Long Beach Airport have sufficient capacity to accommodate the displaced aircraft. Therefore, the reduction in the overall number of aircraft based at JWA would not result in a significant environmental impact. No mitigation measures are required for on-site land uses.

None of the cumulative projects would have impacts of the same nature as those discussed above; therefore, the potential for a cumulative on-site or policy impact is less than significant.
For the reasons described above, the Board hereby finds the Project Proposed for Approval would not conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project adopted for the purpose of avoiding or mitigating an environmental effect; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although minimization measures are not identified as mitigation measures, the County does include them in the MMRP to ensure implementation tracking. The following minimization measure is identified in Final EIR 627.

**MN LU-1** In conjunction with the review of development construction plans for facilities adjacent to 3000 Airway Avenue, Costa Mesa, California, the applicant shall ensure, and the JWA Deputy Airport Director, Facilities, or designee, shall verify, that secured gate access used to facilitate the movement of cargo and other items into and out of the Airport is maintained for an adequate connection to Perimeter Road. The precise location and configuration of the gate may be modified within this parcel but the function of the gate shall not be compromised.

**Policy Consistency Analysis**

Final Program EIR 627 evaluated consistency with policies of the *Airport Environ Land Use Plan for John Wayne Airport* ("AELUP"), the *2016–2040 Regional Transportation Plan/Sustainable Communities Strategy*, the *Orange County General Plan*, and the General Plans of the jurisdictions immediately adjacent to the Airport (cities of Newport Beach, Irvine, and Costa Mesa). It should be noted, the cities of Newport Beach and Costa Mesa have been identified as responsible agencies. The City of Irvine does not have jurisdiction over any component of the Project Proposed for Approval; therefore, the analysis of the City of Irvine General Plan policies is provided in the Final Program EIR for informational purposes and was not used for the basis of making a determination of a significant impact.

The AELUP, the *Orange County General Plan*, and the *City of Newport Beach General Plan* have incorporated the 1985 Master Plan 65 CNEL noise contours as the Policy Implementation Line ("PIL") for assessing land use compatibility. Although this contour is larger than the existing 65 CNEL contour, it is the basis of the Settlement Agreement, as amended. Final Program EIR 627 did identify there would be additional residences in the 65 to 70 CNEL contour when compared to the Baseline (2016) contour (see Section 7.1 of these Findings). However, the noise contours for the Baseline (2016) Plus Project Proposed for Approval does not exceed the policy implementation line for JWA. Therefore, the Project Proposed for Approval is consistent with the policies of the AELUP and the Orange County and City of Newport Beach General Plans. The Final Program EIR also identified that these homes either have avigation easements or are included in the area covered by the Acoustical Insulation Program ("AIP") approved in conjunction with the 1985 Master Plan.

No policy inconsistencies were identified with the City of Costa Mesa General Plan or the 2016-2040 RTP/SCS.

No significant impacts were identified and no mitigation measures are required.
5.7 NOISE

5.7.1 FINDING

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative noise impacts associated with the below-mentioned thresholds:

Threshold 4.7-1 Would the Project expose persons to or generate noise levels in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies?

Threshold 4.7-2 Would the Project result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

Threshold 4.7-3 Would the Project result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?

Threshold 4.7-4 Would the Project expose people residing or working within an airport land use plan area to excessive noise levels?

5.7.2 FACTS IN SUPPORT OF FINDINGS

Threshold 4.7-1, Threshold 4.7-2, and Threshold 4.7-4

To determine the incremental increase in noise attributable to the Project Proposed for Approval, the noise analysis contained in Final Program EIR 627 compared the Baseline (2016) noise contours and applied the Project Proposed for Approval 2026 general aviation fleet mix and operations (i.e., an existing condition compared to existing plus project evaluation). From a noise perspective, the location of the on-airport facilities has limited implications (i.e., both Full Service FBOs on the east side of the Airport). The noise is associated with number of operations and the general aviation fleet mix. From an operational perspective, the noise characteristics of the Project Proposed for Approval would be similar to Alternative 1.

The analysis was conducted using the required FAA AEDT model for estimating aircraft noise. AEDT requires the input of the physical and operational characteristics of the airport. Physical characteristics include runway coordinates, airport altitude, and temperature, and optionally, topographical data. Operational characteristics include various types of aircraft data. This includes not only the aircraft types and flight tracks, but also departure procedures, arrival procedures and stage lengths (flight distance) that are specific to the operations at the airport.

As outlined in Final Program EIR 627 Section 4.7 and the John Wayne Airport General Aviation Improvement Program Noise Analysis Technical Report [Appendix H], the key assumptions for the noise modeling include:
12. The percentage of day, evening, and night distribution of future aircraft operations would be consistent with the percentage of existing operations.

13. The total yearly commercial carrier operations (number of flights and fleet mix) for the Baseline (2016) plus No Project and the Baseline (2016) plus Project Proposed for Approval, are the same because the Project Proposed for Approval would not modify existing or future commercial carrier operations approved as part of the 2014 Settlement Agreement Amendment. The operations and fleet mix for the Project Proposed for Approval were developed based on the Orange County/John Wayne Airport (JWA) General Aviation Improvement Program (GAIP) Based Aircraft Parking—Capacity Analysis and General Aviation Constrained Forecasts (April 3, 2018), provided as Appendix D to the Final Program EIR.

14. The flight tracks and runway use developed for the Baseline (2016) condition has been used for the Project Proposed for Approval. Runway use at JWA is based on aircraft size with commercial aircraft and large jets using Runway 20R and smaller general aviation aircraft primarily using Runway 20L.

Using the AEDT model output, the specific CNEL values at each NMS for the Baseline (2016) and the Baseline (2016) Plus Alternative 1 scenario was developed and the incremental change in noise levels between the Baseline (2016) and Alternative 1 were calculated to assess the impacts of the Project Proposed for Approval.

The County of Orange aircraft noise increase significance thresholds were used to assess the potential for a significant project-related impact. Using the County’s aircraft noise increase significance threshold, a sensitive receptor with noise exposures exceeding 65 CNEL with the project will be considered significantly impacted if the noise level with the project increases by 1.5 dB or more over the existing noise exposure. Sensitive receptors with noise exposures between 60 and 65 CNEL will be considered significantly impacted if the noise level with the project is 3.0 dB or more than the existing noise level. Sensitive receptors with noise exposures between 45 and 60 CNEL will be considered significantly impacted if the noise level with the project is 5.0 dB or more than the existing noise level.

**Project Impacts**

Final Program EIR 627 quantified the aviation noise levels at each NMS for the Project Proposed for Approval. NMS 1S, 2S, 3S, located in the Santa Ana Heights community in the City of Newport Beach, and NMS 8N, located in the City of Irvine, all have noise levels above 65 CNEL in the Baseline (2016) and the Baseline Plus Alternative 1 scenario. The greatest increase within the 65 CNEL contour is a 0.17 CNEL increase at NMS 3S. However, NMS 8N is located in a commercial area with no nearby noise sensitive uses. As previously noted, the Baseline Plus Alternative 1 scenario serves for assessing impacts of the Baseline Plus Project Proposed for Approval scenario. To assess the potential for a significant impact based on the thresholds (discussed above), the change in future noise values compared to the Baseline (2016) conditions were calculated because this represents the increased noise that would be attributable to the Project Proposed for Approval. At all the NMS, the change in CNEL value compared to the Baseline (2016) was substantially less than the significance threshold.
The Project Proposed for Approval does provide for construction of on-site office space and a flight school, which would be required to meet the interior noise criteria as specified in the Noise Element and Land Use/Noise Compatibility Manual. This requirement is contained in SC NOI-1.

Similar to Alternative 1, the number of overall trips generated from the Project Proposed for Approval would decrease compared to Baseline (2016) conditions (i.e., 1,648 average daily trips [ADT] in the Baseline [2016] condition to 1,627 ADT in 2026 with the Project Proposed for Approval. The reduction in overall trips related to general aviation is due to the reduction in the number of operations that are forecast under the Project Proposed for Approval. This nominal change in ADT would not substantially change the traffic noise level and would not be detectable to an average person. Therefore, roadway noise would not be substantial, and there are no adjacent noise-sensitive land uses. Impacts associated with traffic noise levels would be less than significant.

**Cumulative Impacts**

Final Program EIR 627 evaluated cumulative noise impacts. Because of the way noise levels are combined, in order for two noise sources to result in a cumulative impact, the noise levels generated by the sources need to generate similar noise levels that are just below or exceeding an applicable noise standard, 65 CNEL for residences. Two noise sources generating equal noise levels will result in a cumulative noise level 3 dB greater than the level from only one of the sources. Therefore, the noise levels from two individual sources would need to be within 3 dB of the standard for a cumulative impact to be possible. If the noise levels from two sources differ by 10 dB or more, the cumulative noise level is the same as the louder noise source. The noise levels must be within 4 dB of each other for the cumulative noise level to be 1.5 dB greater than the loudest noise level. These facts considerably limit the situations where cumulative noise impacts could occur.

The cumulative projects that would contribute to a change in the noise environment at the JWA are the FAA’s SoCal Metroplex project and the 2014 John Wayne Airport Settlement Agreement Amendment. The final procedures in the Metroplex are still being evaluated by FAA; therefore, as discussed in the Final Program EIR it would be speculative to assume a flight path that differs from what was being used at the time the analysis was prepared. The cumulative analysis assumes the Phase 3 (2026 to 2030) operation of the commercial carriers consistent with the 2014 JWA Settlement Agreement Amendment and the 2026 general aviation projections associated with the Project Proposed for Approval. The noise analysis does take into account an increase in the use of aircraft in the Boeing 737-MAX and Airbus A320-NEO families based on the current aircraft orders reported by Boeing and Airbus in the U.S.

Similar to the project-level analysis, quantitative analysis for the cumulative conditions has been calculated for each NMS. NMS 1S, 2S, 3S, and 8N have noise levels above 65 CNEL in the Baseline (2016), the Cumulative No Project, and the Cumulative Project Proposed for Approval scenarios. As previously noted, NMS 8N is located in a commercial area with no nearby noise sensitive uses.

To assess the potential for a significant impact based on the thresholds (discussed above), the change in cumulative noise values compared to the Baseline (2016) conditions were calculated because this represents the increased noise that would be attributable to the cumulative conditions and the contribution of the Project Proposed for Approval to that incremental
increase. At all the NMS, the change in CNEL value for the cumulative scenario compared to the Baseline (2016) was substantially less than the significance threshold. Additionally, a comparison of the data for the Project Proposed for Approval and the Future No Project Alternative, demonstrates that the majority of the change in noise levels in 2026 is associated the approved increase in commercial carrier operations provided for through the 2014 JWA Settlement Agreement Amendment. However, the change in noise level does not increase at a level greater than the significance threshold at any NMS even when comparing the 2026 cumulative noise levels (i.e., increase in commercial carrier operations and the GAIP operations) to the Baseline (2016) condition.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not (1) expose persons to or generate noise levels in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies; (2) result in a substantial permanent increase in ambient noise levels; and (3) expose people residing or working within an airport land use plan area to excessive noise levels. Therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although impacts are less than significant and no mitigation measures are required, Final Program EIR 627 did identify the following regulatory requirement and minimization measure to further reduce potential noise impacts. Regulatory requirements and minimization measures are not identified as mitigation measures; however, the County does include them in the MMRP to ensure implementation tracking. The following regulatory requirement and standard condition are identified in Final Program EIR 627.

**RR NOI-1** The Orange County Municipal Code Article 3 Section 2-1-30, General Aviation Noise Ordinance, prohibits nighttime general aviation operations that exceed the specified SENEL noise limit at each of the noise monitoring locations.

**SC NOI-1** Except when the interior noise level exceeds the exterior noise level, the applicant shall sound attenuate all nonresidential structures against the combined impact of all present and projected noise from exterior noise sources to meet the interior noise criteria as specified in the Noise Element and Land Use/Noise Compatibility Manual.

Prior to the issuance of any building permits, the applicant shall submit to the Manager, Building and Safety, an acoustical analysis report prepared under the supervision of a County-certified acoustical consultant which describes in detail the exterior noise environment and the acoustical design features required to achieve the interior noise standard and which indicates that the sound attenuation measures specified have been incorporated into the design of the project. (County Standard Condition N02)

**Threshold 4.7-3**

Construction activities would result in a temporary increase in ambient noise. Construction noise is related primarily to the use of heavy equipment. The analysis conducted in Final Program EIR 627 evaluated the noise associated with construction equipment in both stationary and mobile modes. Construction activities are exempt from the quantitative limits of the Orange County Noise Ordinance provided the construction does not take place between the hours of 8:00 PM
and 7:00 AM on weekdays, including Saturday, or at any time on Sunday or a federal holiday. However, due to FAA safety restrictions it is anticipated that some night construction would occur.

The Final Program EIR identifies the nearest sensitive land uses to the construction area for the Project Proposed for Approval is a new multi-story residential building on the south corner of Baker Street and SR-55. These residences are located about 1,760 feet from the nearest section of the construction zone. Existing commercial buildings are located between the Airport and the residential buildings, which provide attenuation to the construction noise. Based on this distance and the height of the intervening buildings, the worst-case mitigated peak ($L_{\text{max}}$) construction noise levels would be in the 44- to 59-dBA range at those residences on the east side of SR-55 for very short periods. The average noise levels are typically 5 to 15 dB lower than the peak noise levels. Average noise levels ($L_{\text{eq}}$) at the nearby residences could be in the range of 34 to 49 dBA. These noise levels are below the nighttime noise ordinance level (50 dBA) for the City of Costa Mesa, and the resultant noise levels are lower than existing ambient conditions in this area, which are about 65 dB CNEL. Therefore, noise from construction activities at the Airport for the Project Proposed for Approval would not impact the noise-sensitive land uses nearest to the proposed construction area.

The cumulative projects involving construction activities are expected to be completed prior to the initiation of construction of the Project Proposed for Approval. Additionally, due to the built-out nature of the area immediately surrounding the Airport, there is limited potential for other large construction projects that would result in cumulative construction noise impacts. Therefore, cumulative construction noise would be less than significant.

The increases in noise associated with operation (i.e., aviation activity) of the Project Proposed for Approval, is evaluated under Thresholds 4.7-1, 4.7-2, and 4.7-4.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity. Therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures.

### 5.8 TRANSPORTATION/TRAFFIC

#### 5.8.1 FINDING

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative transportation/traffic impacts associated with the below-mentioned thresholds:

**Threshold 4.8-1** Would the Project conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?
Threshold 4.8-2  Would the Project conflict with an applicable congestion management program, including, but not limited to level of service standard and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

5.8.2   FACTS IN SUPPORT OF FINDINGS

Threshold 4.8-1

The traffic study area for the Project Proposed for Approval was identified in cooperation with the local jurisdictions surrounding the Airport (i.e., cities of Costa Mesa, Newport Beach, and Irvine). The analysis considers two study areas. The “primary study area” encompasses those intersections that are included in the peak hour impact analysis. The criteria for selecting this primary study area mirrors the significance criteria used for identifying Project impacts and includes those intersections that have a “measurable” change in traffic as defined by the performance criteria of the local jurisdiction (i.e., a peak hour ICU increase of more than 1.0 percent). The “secondary study area” is the area for which average daily traffic (“ADT”) data is presented and includes the roadway system surrounding the Airport. Because of the specific intersection selection, the primary study area is more focused than the secondary study area.

The quantitative traffic analysis conducted for the Project Proposed for Approval identified an overall reduction in the number of vehicle trips from general aviation activities accessing the Airport when compared to Baseline (2016). The reduction in general aviation vehicle trips is not proportional to the reduction in the number of annual operations because the lower number of aircraft operations in the future is offset by the higher average trip generation rates caused by the greater proportion of larger general aviation aircraft.

In addition to the change in trip generation rates, the traffic analysis also evaluated the redistribution of trips on the roadway network surrounding the Airport. Although in the Baseline (2016) condition, there are hangars and tie-downs on the west side of the Airport, the Project Proposed for Approval would redistribute some trips to the west side of the Airport because it would consolidate the activities of one of the full service FBO to the west side of the Airport. The analysis evaluated the change in AM and PM peak hours and ADT.

The traffic forecast data used to portray future cumulative conditions are taken from the traffic modeling forecasts prepared by the three cities in the project vicinity. They represent long range cumulative conditions rather than a specific year (for example the Irvine Transportation Analysis Model [“ITAM”] volumes are labeled as “post-2035” while the Costa Mesa forecasts are referred to as “2035”). Hence, the 2026 projections include cumulative projects plus other anticipated growth in each city, and growth in the region through traffic on those roadways that serve regional and local traffic.

The Intersection Capacity Utilization (“ICU”) analysis identified that in the future year (2026), all Project intersections would be operating at a satisfactory level of service (“LOS”) D or better, which is the threshold used by the local jurisdictions. The highest contribution by the Project Proposed for Approval to any ICU value is 0.01 and the change in traffic volumes does not result
in an exceedance of the LOS D performance criteria. Therefore, the Project Proposed for Approval does not have any significant impacts at the study intersections.

An analysis of the vehicle miles traveled ("VMT") was also conducted. The VMT analysis is not specific to a defined study area but estimates the overall change in VMT caused by trips generated by the Project Proposed for Approval. Measures include the absolute change in VMT and the change in VMT per capita. The latter recognizes that VMT will increase with increasing population in a region, and the analysis thereby evaluates whether any increase in VMT is higher or lower than the increase in population in the area being considered. The analysis identified, when compared to the Baseline (2016) condition, there would be a 1.3 percent decrease in VMT between the 2016 Plus Project scenario and the 2026 volumes for the Project Proposed for Approval scenario. Therefore, the Project Proposed for Approval would not result in a substantial increase in regional VMT.

The short-term traffic construction impacts were also evaluated. The analysis evaluated each of the primary construction phases. When multiple tasks are included in a phase, the highest number of construction trips are used in this analysis. In cases where the construction involves facilities such as T-hangars and box-hangars, the use of the construction trip rates for office/industrial land use probably overestimates the trips for these facilities, since they have considerably less structural and architectural components than the office and FBO facilities.

The highest number of construction trips with the Project Proposed for Approval occurs in Phase 13 and comprises 82 daily vehicle trip ends, with 15 in the AM peak hour and 9 in the PM peak hour. For the west side, the peak-hour construction trip generation is considerably less than the general aviation trips calculated (44 and 42 in the AM and PM, respectively). Any potential impacts due to construction traffic would be less than those addressed as part the general aviation traffic impact analysis. Therefore, the peak hour construction trips will not cause the LOS for any area intersections or road segments to become deficient, and therefore the Project’s construction-related traffic impacts are less than significant.

Final Program EIR 627 also evaluated the effects of the displacement of aircraft. Under existing conditions 49 percent of the total general aviation operations are from based aircraft (versus transient aircraft). Utilizing the data for Alternative 1, the Project Proposed for Approval would result in approximately 210 weekday vehicle trips related to displaced aircraft. Using the average trip distance for JWA-related general aviation trips of 15.25 miles, displaced aircraft under the Project Proposed for Approval result in a weekday VMT of 3,202 (210 trips times 15.25 miles). This number of VMT was compared to total regional VMT to assess the likelihood of an impact on the regional circulation network. The added VMT for the Project Proposed for Approval represents an increase of 0.0021 percent. This increase would have a negligible impact on the region's traffic, and the impact is considered less than significant.

The Final Program EIR evaluated the potential impacts on mass transit and non-motorized travel. Bus Routes 76 and 212 serve the JWA commercial terminal, Route 71 provides service along Red Hill Avenue, and Route 178 provides service along Birch Street. The Project Proposed for Approval would not interfere with any of these routes because improvements are mostly

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9 Using Alternative 1 data slightly overstates the impacts associated with trips associated with displaced aircraft since the Project Proposed for Approval would displace five fewer aircraft than Alternative 1.
internal to the Airport. The only potential element of the improvements that would extend into public right-of-way would be the improvements at the two intersections on Campus Drive. This would not cause interference with the bus routes because there are no routes along Campus Drive. As noted, the Campus Drive/Quail Street improvements would be internal to the Airport and the curb line would not change.

No designated bike routes on Campus Drive would be impacted during construction. The sidewalk on the west side of Campus Drive ends at the Quail Street/Campus Drive intersection. Therefore, pedestrians would be directed to the east side of the street, thereby minimizing potential conflict with pedestrians. The vehicle trip estimates for the Project Proposed for Approval do not assume any use of public transit, but these bus routes do provide a transit mode option, particularly for general aviation workers. Impacts would be less than significant and no mitigation is required.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation. Therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although impacts are less than significant and no mitigation measures are required, Final Program EIR 627 did identify the following standard condition as applicable to the implementation of roadway improvements (i.e., Campus Drive and Quail Street and the Full Service FBOs on the east side of the Airport). Standard conditions are not identified as mitigation measures; however, the County does include them in the MMRP to ensure implementation tracking. The following standard condition is identified in Final Program EIR 627.

**SC TRA-1:** Prior to the issuance of any grading permits, the applicant shall provide adequate sight distance per Standard Plan 1117 at all street intersections, in a manner meeting the approval of the Manager, OC Infrastructure/Traffic Engineering. The applicant shall make all necessary revisions to the plan to meet the sight distance requirement such as removing slopes or other encroachments from the limited use area in a manner meeting the approval of the Manager, Building and Safety. (County Standard Condition of Approval T10)

**Threshold 4.8-2**

The study intersections evaluated in Final Program EIR 627 were identified because the GAIP had the potential to result in “measurable” change in traffic as defined by the performance criteria of the local jurisdiction. None of the six study area intersections are designated Congestion Management Plan (“CMP”) intersections, and none of the roadways adjacent to the Airport are part of the CMP Highway System. The closest CMP facility (i.e., roadway or intersection) is Jamboree Road located approximately 0.75 mile to the east of the Airport in the cities of Irvine and Newport Beach. Therefore, the Board hereby finds that the Project Proposed for Approval would not conflict with the CMP and no mitigation is required.
5.9  **TRIBAL CULTURAL RESOURCES**

5.9.1  **FINDING**

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative tribal cultural resources impacts associated with the below-mentioned thresholds:

**Threshold 4.9-1** Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

1. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1 (k), or

2. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?

5.9.2  **FACTS IN SUPPORT OF FINDINGS**

**Threshold 4.9-1**

The Native American Heritage Commission (“NAHC”) conducted a Sacred Lands File (“SLF”) search for the Airport area. The search failed to identify any sacred places or objects with cultural value to a California Native American tribe on the Airport property. Consistent with requirements of AB 52, the County of Orange sent letters to tribes that have expressed an interest in being consulted regarding Native American resources for the projects being undertaken in unincorporated Orange County. Based on the response, the County initiated consultation with the Gabrielino Band of Mission Indians – Kizh Nation.

The Airport Project site lies within an area where ancestral territories of Kizh Gabrielino Tribe villages adjoined and overlapped, at least during the Late Prehistoric (before European contact) and Protohistoric Periods (Post-contact). Mr. Salas recommended that a certified Native American monitor be onsite during ground disturbing activities.

For purposes of impact analysis, a tribal cultural resource is considered a site, feature, place, cultural landscape, sacred place, or object which is of cultural value to a California Native American Tribe and is either eligible for the California Register of Historic Resources (“CRHR”) or a local register. A recorded archaeological site (CA-ORA-1223) is located approximately $\frac{1}{3}$ mile south of the Airport in a developed area. The site will not be affected by the Project Proposed for Approval. Given the disturbed nature of the site, impacts on tribal cultural resources listed or eligible for listing on the CRHR are not expected. The County of Orange does not have a local listing.
Although tribal cultural resources impacts are site-specific with regard to any given resource (e.g., resources of important cultural value to Native Americans), impacts may be considered cumulative simply because they relate to the loss of tribal cultural resources in general over time throughout the region. Cumulative development associated with regional growth (i.e., development off Airport property) would have similar potential for impacts to unknown resources. However, each of these development proposals would undergo environmental review and would be subject to similar resource protection requirements as determined by the local lead agency.

For the reasons described above, the Board hereby finds the Project Proposed for Approval would not cause a substantial adverse change in the significance of a tribal cultural resource; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although the Project Proposed for Approval is not expected to result in significant direct or cumulative impacts to tribal cultural resources, and mitigation is not required, the following minimization measure is included in Final Program EIR 627 to further reduce the potential for an impact to currently unknown tribal cultural resources should construction extend into native soil.

**MN TCR-1 Tribal Cultural Resources Observation and Salvage.** Prior to the issuance of any grading permit in which native soil is disturbed, the applicant shall provide written evidence to the Manager, Permit Services, that a Native American monitor has been retained to observe grading activities in native sediment and to salvage and catalogue tribal cultural resources as necessary. The Native American monitor, which shall be a representative of a tribe with ancestral connection to the land, shall be present at the pre-grade conference, shall establish procedures for tribal cultural resource surveillance, and shall establish, in cooperation with the County, procedures for temporarily halting or redirecting work to permit the sampling, identification, and evaluation of the tribal cultural resource as appropriate. If the tribal cultural resources are found to be significant, the Native American observer shall determine appropriate actions, in cooperation with the County for exploration and/or salvage.

### 5.10 UTILITIES AND SERVICE SYSTEMS

#### 5.10.1 FINDING

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative utilities and service system impacts associated with the below-mentioned thresholds:

**Threshold 4.10-1** Would the Project exceed the wastewater treatment requirements of the applicable Regional Water Quality Control Board (“RWQCB”)?

**Threshold 4.10-2** Would the Project require or result in the construction of new water or wastewater treatment facilities or the expansion of existing facilities, the construction of which could cause significant environmental impacts?
Threshold 4.10-3 Would the Project not have sufficient water supplies available to serve the Project from existing entitlements and resources, or new or expanded entitlements would be needed?

Threshold 4.10-4 Would the Project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project’s projected demand in addition to the provider’s existing commitments?

5.10.2 FACTS IN SUPPORT OF FINDINGS

Threshold 4.10-1 through Threshold 4.10-4

Wastewater

The majority of JWA is serviced by the Orange County Sanitation District (“OCSD”) sewers. The area along the western boundary of JWA is served by sewer mains owned and maintained by the Costa Mesa Sanitation District (“CMSD”), which conveys flows to OCSD facilities for treatment. Wastewater treatment requirements under Order No. R8-2012-0035 have been issued by the Santa Ana RWQCB for the OCSD treatment plants to ensure that adequate levels of treatment would be provided for the wastewater flows emanating from all land uses within its service area.

The new, reconstructed and/or reconfigured general aviation facilities under the Project Proposed for Approval would have to comply with the wastewater regulations and requirements of OCSD and/or CMSD in order to obtain sewer service. This would include design and construction of sewer system connections; installation of required pretreatment equipment, pollution control facilities, spill containment facilities, accidental slug control plans, and/or monitoring/metering facilities; application for the necessary discharge permits; and compliance with CMSD and/or OCSD ordinances that have been developed to comply with the Statewide General Waste Discharge Requirements (“WDR”) for Sanitary Sewer Systems (Order No. 2006-0003-DWQ) and the Santa Ana Regional Water Quality Control Board (“RWQCB”) as the WDR and National Pollutant Discharge Elimination System (“NPDES”) Permit (Order No. R8-2012-0035).

The Project Proposed for Approval would result in a minimal increase in the number of people being served at the Airport (approximately 12 additional daily users). New facilities constructed under the Project Proposed for Approval would need to comply with the current building codes; therefore, older plumbing fixtures and appliances would be replaced with fixtures and appliances that comply with current code requirements. Water-efficient systems would offset the projected increase in wastewater generation. Thus, the wastewater generation under Project Proposed for Approval would not affect the ability of OCSD to serve the wastewater treatment demand generated by the increase in the number of persons at the site.

The Project Proposed for Approval would result in a limited increase in the average number of people using the Airport on an average day, resulting in a nominal increase in water demand and wastewater generation. A review of the cumulative projects indicates that only the 2014 Settlement Agreement Amendment would result in an increased demand for water and
wastewater generation. As part of the analysis and coordination with OCSD conducted for the Settlement Agreement Amendment, it is estimated that under the 1990 Service Agreement between JWA and the OCSD, there is capacity to serve approximately 12.96 million annual passengers ("MAP"). Therefore, cumulative impacts associated with wastewater treatment requirements or capacity would be less than significant.

**Water Resources**

The Mesa Water District provides potable (domestic) water service to JWA and has been identified in the District’s 2015 Urban Water Management Plan ("UWMP") as one of the major regional facilities in the service area. The increase in water demand under the Project Proposed for Approval would be minimal and could be serviced within the water supplies outlined in the UWMP. Similar to wastewater, water-efficient appliances, plumbing fixtures, and landscape irrigation systems installed in new construction would offset those in existing older buildings, in compliance with the CALGreen Code and the County’s Landscape Water Use Standards (RR UTL-2). Thus, the Project Proposed for Approval would not create substantial demands for water nor require the construction of new water treatment facilities or expansion of existing facilities. Existing distribution water lines on site may be removed and new ones constructed to serve new buildings in accordance with Mesa Water regulations (RR UTL-3), but service connections and water mains would remain.

Mesa Water District, through the development of the UWMP, has demonstrated they have sufficient capacity to meet sufficient water supplies available to serve cumulative development during normal, dry and multiple dry years. Less than significant impacts are expected.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not (1) exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board; (2) require construction of new water or wastewater treatment facilities or the expansion of existing facilities; (3) exceed water supplies available to serve the Project from existing entitlements; nor (4) exceed the wastewater treatment provider capacity to serve the project’s projected demand in addition to the provider’s existing commitments. Therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although no significant impacts have been identified and regulatory requirements are not identified as mitigation measures; the County does include them in the MMRP to ensure implementation tracking. The following regulatory requirements are identified in Final Program EIR 627.

**RR UTL-1**

In conjunction with the development of the GAIP projects, building plans and site improvement plans shall show compliance with pertinent regulations of CMSD and/or OCSD related to sewer system connections, installation of on-site facilities for industrial dischargers and food service establishments (e.g., pretreatment equipment, pollution control facilities, spill containment facilities, accidental slug control plans, and monitoring/metering facilities), as well as obtain the necessary discharge permits and comply with the discharge limits, prohibitions, monitoring and reporting, inspection and sampling, and other provisions of the permit. Compliance shall be in a manner meeting the approval of the Manager, Building and Safety compliance prior to issuance of any building permit.
In conjunction with the development of the GAIP projects, building plans and site improvement plans shall demonstrate compliance with applicable non-residential mandatory measures in the California Green Building Standards Code (CALGreen Code) and the County’s Landscape Water Use Standards in a manner meeting the approval of the Manager, Building and Safety compliance prior to issuance of any building permit.\(^\text{10}\)

In conjunction with the development of the GAIP projects, new or modified water service to the site shall comply with Mesa Water District’s rules and regulations, including design and construction of connections and water facilities, payments for service, conditions for service, and compliance with its permanent and emergency water conservation programs that outline water waste prohibitions, escalating water restrictions under water supply shortage conditions and other general provisions.

### 5.11 WATER QUALITY

#### 5.11.1 FINDING

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative water impacts associated with the below-mentioned thresholds:

**Threshold 4.11-1** Would the Project violate any water quality standards or waste discharge requirements?

**Threshold 4.11-2** Would the Project create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?

**Threshold 4.11-3** Would the Project otherwise substantially degrade water quality?

#### 5.11.2 FACTS IN SUPPORT OF FINDINGS

**Threshold 4.11-1 through Threshold 4.11-3**

**Short-Term Construction Impacts**

Demolition and construction activities associated with implementation of the Project Proposed for Approval would generate pollutants that may enter storm water runoff and downstream water bodies. Construction site runoff would-flow into adjacent catch basins and storm drainage

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\(^\text{10}\) CALGreen Appendix A4 contains the voluntary measures (Tier 1 and Tier 2) that were developed to provide a statewide method of enhancing green construction practiced beyond the Code’s minimum levels. It should be noted, although RR UTL-2 identifies compliance with the California Green Building Standards Code, the *John Wayne Airport Climate Action Plan* requires fixed based operators and vendors to meet stringent energy efficiency requirements equivalent of CalGreen Tier 1 and Envision Gold or higher for applicable components of GAIP facilities. This requirement is identified in the consistency evaluation with the CAP, provided in Table 4.4-10, item E-11 (included in Section 4.4, Greenhouse Gas Emissions).
lines and would contribute to pollutants in the storm water, if not treated. Compliance with regulatory requirements and standard conditions would require construction contractors to obtain coverage under the NPDES Construction General Permit for sites of one acre or more. This permit requires the discharger to prepare and implement a Storm Water Pollution Prevention Plan ("SWPPP"), which must include erosion-control and sediment-control Best Management Practices ("BMPs"), wind and water tracking controls, hazardous material management practices, and other site-management BMPs that would meet or exceed measures required by the determined risk level of the Construction General Permit. Contractors on sites less than one acre would still need to prepare a SWPPP that would also prevent and/or minimize pollutants on storm water runoff.

Compliance with RR WQ-1, SC WQ-1 through SC WQ-4, and SC WQ-6, listed below, would ensure that demolition and construction activities for the Project Proposed for Approval do not violate water quality standards or substantially degrade water quality. Short-term construction impacts on water quality would be less than significant, and no mitigation is required.

The cumulative projects identified on the Airport would not be under construction concurrent with the GAIP improvements; therefore, they would not contribute to construction-related water quality impacts. Construction of other projects outside the Airport but within the Newport Bay watershed, together with the proposed GAIP projects, would have the potential to result in cumulative impacts on water quality. However, implementation of BMPs listed in individual SWPPPs, which are required for coverage under the NPDES Construction General Permit would reduce storm water pollutants during demolition and construction activities to less than significant levels. This condition would apply to all significant construction projects in the watershed.

**Long-Term Operational Impacts**

The Project site is largely paved and would remain paved with the Project Proposed for Approval. Although no substantial increase in the extent of impervious surfaces would occur and no substantial change in the volume of runoff would be generated at the Airport, additional structural treatment controls would be required. FBO and maintenance areas of the Airport operate under the NPDES Industrial General Permit; and other areas operate under the Orange County municipal separate storm sewer system ("MS4"). Under the MS4 permit, the Project Proposed for Approval would be considered a Priority Redevelopment Project because it proposes redevelopment or replacement of 5,000 square feet or more of impervious surface.

As part of the Industrial General Permit requirements, JWA has prepared and implements a SWPPP and a Monitoring Implementation Plan ("MIP"). The SWPPP is designed to identify potential sources of pollutants and work practices and management procedures that are implemented to minimize pollutants from entering the storm water. Under the MS4 permit, a Conceptual or Preliminary Water Quality Management Plan ("WQMP") and a final Project WQMP would be required. All elements of the Project Proposed for Approval would need to comply with applicable federal, state, and local requirements. The Project Proposed for Approval would not violate water quality standards or waste discharge requirements, create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff, or otherwise substantially degrade water quality. Impacts would be less than significant.
For cumulative long-term operational impacts, the existing BMPs and other practices that are implemented at the Airport would continue to be implemented as part of the MS4 Permit regulations and the Industrial General Permit for the Airport and in compliance with pertinent County Code regulations. These would apply to the GAIP and other Airport projects. Cumulative projects in the watershed, but off Airport property, would also be required to comply with the MS4 Permit issued for new development and major redevelopment projects. Should, as part of the regional growth, other industrial uses be proposed, industrial dischargers would also have to obtain coverage under the Industrial General Permit and comply with the applicable requirements to protect water quality. Therefore, cumulative adverse impacts related to water quality would be less than significant, and no mitigation is required.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not (1) violate water quality standards or waste discharge requirements; (2) result in runoff water that would exceed the capacity of existing storm water drainage systems or provide substantial additional sources of polluted runoff; nor (3) substantially degrade water quality. Therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although regulatory requirements and standard conditions are not identified as mitigation measures; the County does include them in the MMRP to ensure implementation tracking. The following regulatory requirement and standard conditions are identified in Final Program EIR 627.

**RR WQ-1**

If groundwater is encountered during ground disturbance activities at JWA, the contractor shall provide evidence to the County that it has applied for coverage under Order No. R8-2015-0004 for the disposal of acceptable construction dewatering discharges to the local storm drainage system, through the submission of a copy of the completed Notice of Intent for the project and Santa Ana Regional Water Quality Control Board’s ("RWQCB’s") Discharge Authorization Letter. The contractor shall comply with the discharge prohibitions; conduct groundwater testing to show the discharge would not exceed the set effluent limitations and applicable surface water limitations, including the provision of needed facilities and systems of treatment and control to meet the limitations; and implement a monitoring and reporting program.

If the proposed discharge is not eligible for coverage under this Order, an individual National Pollutant Discharge Elimination System ("NPDES") permit shall be obtained. The contractor shall provide a copy of the NPDES permit to the Orange County Building and Safety Division and implement the conditions of approval during construction dewatering activities.

**SC WQ-1**

Prior to the issuance of any grading or building permits, the applicant shall submit for review and approval by the Manager, Building and Safety, a Water Quality Management Plan ("WQMP") specifically identifying Best Management Practices ("BMPs") that will be used on site to control predictable pollutant runoff. The applicant shall utilize the Orange County Drainage Area Management Plan ("DAMP"), Model WQMP, and Technical Guidance Manual for reference, and the County's WQMP template for submittal. This WQMP shall include the following:

2. Detailed site and project description
3. Potential storm water pollutants
4. Post-development drainage characteristics
5. Low Impact Development ("LID") BMP selection and analysis
6. Hydromodification Control BMP selection and analysis
7. Structural and Non-Structural source control BMPs
8. Site design and drainage plan (BMP Exhibit)
9. Geographic Information Systems ("GIS") coordinates for all LID and Treatment Control BMPs
10. Operation and Maintenance ("O&M") Plan that (1) describes the long-term operation and maintenance requirements for BMPs identified in the BMP Exhibit; (2) identifies the entity that will be responsible for long-term operation and maintenance of the referenced BMPs; and (3) describes the mechanism for funding the long-term operation and maintenance of the referenced BMPs

The BMP Exhibit from the approved WQMP shall be included as a sheet in all plan sets submitted for plan check, and all BMPs shall be depicted on these plans. Grading and building plans must be consistent with the approved BMP exhibit. (County Standard Condition WQ01)

**SC WQ-2**

Prior to the issuance of a certificate of use and occupancy, the applicant shall demonstrate compliance with the County’s NPDES Implementation Program in a manner meeting the satisfaction of the Manager, Orange County ("OC") Inspection, including:

3. Demonstrate that all structural Best Management Practices ("BMPs") described in the BMP Exhibit from the project’s approved WQMP have been implemented, constructed, and installed in conformance with approved plans and specifications
4. Demonstrate that the applicant has complied with all non-structural BMPs described in the project’s WQMP
5. Submit for review and approval an Operations and Maintenance ("O&M") Plan for all structural BMPs (the O&M Plan shall become an attachment to the WQMP)
6. Demonstrate that copies of the project’s approved WQMP (with attached O&M Plan) are available for each of the initial occupants
6. Agree to pay for a Special Investigation from the County of Orange for a date twelve (12) months after the issuance of a Certificate of Use and Occupancy for the project to verify compliance with the approved WQMP and O&M Plan
7. Demonstrate that the applicant has RECORDED one of the following:

8. The covenants, conditions, and restrictions ("CC&Rs") (that must include the approved WQMP and O&M Plan) for the project's Home Owner's Association

9. A water quality implementation agreement that has the approved WQMP and O&M Plan attached

10. The final approved Water Quality Management Plan ("WQMP") and Operations and Maintenance ("O&M") Plan

(County Standard of Approval WQ02)

**SC WQ-3** Prior to the issuance of any grading or building permits, the applicant shall demonstrate compliance with California’s General Permit for Stormwater Discharges Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number or other proof of filing in a manner meeting the satisfaction of the Manager, Permit Intake. Projects subject to this requirement shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). A copy of the current SWPPP shall be kept at the project site and be available for County review on request. (County Standard of Approval WQ04)

**SC WQ-4** Prior to the issuance of any grading or building permit, the applicant shall submit an Erosion and Sediment Control Plan (ESCP) in a manner meeting approval of the Manager, Permit Intake, to demonstrate compliance with the County’s NPDES Implementation Program and state water quality regulations for grading and construction activities. The ESCP shall identify how all construction materials, wastes, grading or demolition debris and stockpiles of soil, aggregates, soil amendments, and other on-site materials shall be properly covered, stored, and secured to prevent transport into local drainages or coastal waters by wind, rain, tracking, tidal erosion, or dispersion. The ESCP shall also describe how the applicant will ensure that all BMPs will be maintained during construction of any future public rights-of-way. The ESCP shall be updated as needed to address the changing circumstances of the project site. A copy of the current ESCP shall be kept at the project site and be available for County review on request. (County Standard of Approval WQ05)

**SC WQ-5** Prior to the issuance of building permits for any tank or pipeline, the uses of said tank or pipeline shall be identified, and the applicant shall submit a Chemical Management Plan in addition to a WQMP with all appropriate measures for chemical management (including, but not limited to, storage, emergency response, employee training, spill contingencies, and disposal) in a manner meeting the satisfaction of the Manager, Permit Intake, in consultation with the Orange County Fire Authority, the Orange County Health Care Agency and wastewater agencies, as appropriate, to ensure implementation of each agency’s respective requirements. A copy of the approved “Chemical Management Plans”
shall be furnished to the Manager, OC Inspection, prior to the issuance of any Certificates of Use and Occupancy. (County Standard of Approval WQ06)

**SC WQ-6** For industrial facilities subject to California’s General Permit for Stormwater Discharges Associated with Industrial Activity as defined by Standard Industrial Classification (“SIC”) Code.

Prior to grading or building permit close-out and/or the issuance of a certificate of use and occupancy, the applicant shall demonstrate that compliance with the permit has been obtained by providing a copy of the Notice of Intent (“NOI”) submitted to the State Water Resources Control Board and a copy of the notification of the issuance of a Waste Discharge Identification (“WDID”) Number or other proof of filing to the satisfaction of the Manager, OC Inspection.11 (County Standard of Approval WQ07)

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11 Alternatively, the facility may provide documentation to be added to the Airport’s existing SWPPP and demonstrate the BMPs implemented by the facility meet the requirements of the Industrial General Permit.
6.0 **SIGNIFICANT EFFECTS THAT CAN BE FEASIBLY MITIGATED TO BELOW SIGNIFICANCE**

The following potentially significant environmental impacts were analyzed in the Final Program EIR and the effects of the Project Proposed for Approval were considered. Compliance with existing laws, codes and statutes and the imposition of feasible mitigation measures and development requirements have reduced potential Project direct and cumulative impacts to a level considered less than significant as determined by the County in accordance with CEQA. Therefore, as set forth in detail below, the Board of Supervisors, in accordance with Section 21081(a)(1) of CEQA and Section 15091(a)(1) of the State CEQA Guidelines, makes the finding that, with respect to each of the impact areas described in this Section 6.0, changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

### 6.1 AIR QUALITY

**Threshold 4.2-2**  Would the Project violate any air quality standard or contribute substantially to an existing or projected air quality violation?

**Threshold 4.2-3**  Would the Project result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?

### 6.1.1 SIGNIFICANT EFFECTS

Implementation of the Project would exceed established air quality standards during construction resulting in a potentially significant impact; however, implementation of a mitigation measure discussed below would reduce the impact to less than significant.

### 6.1.2 FINDINGS

Based on the facts in support set forth below, the Board adopts the following CEQA Finding:

**Threshold 4.2-2**  With implementation of MM AQ-1, changes or alterations have been required in, or incorporated into, the Project Proposed for Approval, which mitigate or avoid the significant effects from construction air emissions on the environment to a less than significant level.

**Threshold 4.2-3**  With implementation of MM AQ-1, changes or alterations have been required in, or incorporated into, the Project Proposed for Approval, which mitigate or avoid the significant effects from construction air emissions on the environment to a less than significant level.
6.1.3 FACTS IN SUPPORT OF FINDINGS

Threshold 4.2-2 and 4.2-3

Construction Emissions

Construction emissions were calculated using the California Emissions Estimator Model (“CalEEMod”, Version 2016.3.2). CalEEMod is a computer program accepted by the SCAQMD that can be used to estimate criteria pollutant and GHG emissions associated with land development projects in California. CalEEMod has separate databases for specific counties and air districts. The Orange County database was used for the proposed Project. CalEEMod defaults were used for equipment and trip generation data. The CalEEMod calculations incorporate the emission reductions associated with SCAQMD’s Rules 402, 403, and 1113, which are listed in Final Program EIR 627 as RR AQ-1 and RR AQ-2.

The air quality analysis in Final Program EIR 627 discloses that the quantitative emissions during construction would exceed the daily mass significance thresholds for NO\textsubscript{x} established by the SCAQMD for the SoCAB prior to implementation of mitigation. All other criteria pollutants would be below both the SCAQMD mass regional significance thresholds. It should be noted, all criteria pollutants, including NO\textsubscript{x} would be below the SCAQMD localized significance thresholds.

To reduce maximum daily construction NO\textsubscript{x} emissions from the Project Proposed for Approval to less than significant, MM AQ-1, which requires construction equipment to meet or exceed the USEPA’s Tier 4 off-road emissions engine standards, must be implemented. With implementation of MM AQ-1, maximum daily construction emissions would be less than significant, as documented in Final Program EIR 627.

The cumulative air quality impacts analysis in the Final Program EIR is based on the guidance provided by SCAQMD that states projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. Projects that do not exceed the project-specific thresholds are generally not considered cumulatively significant. Although, prior to mitigation, the Project Proposed for Approval would contribute to a cumulatively considerable increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard (NO\textsubscript{x} is an ozone precursor), the net increase would be less than significant with implementation of MM AQ-1.

For the reasons described above, the Board hereby finds that the construction-related emissions associated with the Project Proposed for Approval would not violate air quality standard or substantially contribute, either directly or cumulatively, to an existing or projected air quality violation with implementation of mitigation.

Although significant impacts were not identified for VOCs, the County has incorporated MN AQ-1, which would further reduce the impacts associated with architectural coatings applied to the East and West Access Roads.

Regulatory requirements and minimization measures are not identified as mitigation measures; however, the County does include them in the MMRP to ensure implementation tracking. Therefore, in addition to the mitigation measure (MM AQ-1) required to reduce the construction
emissions to less than significant, the following regulatory requirements and minimization measures are also identified in Final EIR 627.

**RR AQ-1** During construction, the developer shall comply with South Coast Air Quality Management District (“SCAQMD”) Rules 402 and 403, in order to minimize short-term emissions of dust and particulates. SCAQMD Rule 402 requires that air pollutant emissions not be a nuisance off site. SCAQMD Rule 403 requires that fugitive dust be controlled with the best available control measures so that the presence of such dust does not remain visible in the atmosphere beyond the property line of the emission source. This requirement shall be included as notes on the contractor specifications. Table 1 of Rule 403 prescribes the Best Available Control Measures that are applicable to all construction projects. The developer shall provide the Manager of Building & Safety, or designee, with an SCAQMD-approved Dust Control Plan or other sufficient proof of compliance with Rule 403, prior to issuance of a grading permit.

**RR AQ-2** Architectural coatings shall be selected so that the volatile organic compound (“VOC”) content of the coatings is compliant with SCAQMD Rule 1113. This requirement shall be included as notes on the contractor specifications. The specifications for each project within the GAIP area shall be reviewed by the Manager of Building & Safety, or designee, for compliance with this requirement prior to issuance of a building permit.

**MN AQ-1** JWA shall require architectural coatings applied to the East and West Access Roads be low VOC coatings. Specifically, JWA shall require the use of a paint for markings with less than 50 grams of VOC emissions per liter of paint.

**MM AQ-1** JWA shall require heavy-duty, off-road, diesel-powered construction equipment to meet or exceed the USEPA’s Tier 4 off-road emissions engine standards during Airport construction in order to reduce construction-related NOx emissions.

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7.0 **Significant Effects That Cannot Be Feasibly Mitigated to Below Significance**

The following section sets forth the significant unavoidable effects of the Project Proposed for Approval. For this significant unavoidable impact, the Board has determined that (1) even with compliance with existing laws, codes, and statutes and/or the identification or imposition of feasible mitigation measures, potentially significant impacts cannot be reduced to a level of less than significant or (2) no feasible mitigation measures or alternatives are available to mitigate the potentially significant impact. Therefore, for the significant unavoidable effect listed below, the County, in accordance with Section 21081 of CEQA and Section 15091 of the State CEQA Guidelines, makes one or more of the following findings:

**Finding 1** Changes or alterations have been required in, or incorporated into, the Project that mitigate or avoid the significant effects on the environment.

**Finding 2** Those changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other agency.

**Finding 3** Specific economic, legal, social, technological, or other considerations, make infeasible the mitigation measures or alternatives identified in the environmental impact report.

7.1 **Land Use and Planning**

**Threshold 4.6-1** Would the Project conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

7.1.1 **Significant Effect**

Implementation of the Project Proposed for Approval would result in significant direct and cumulative land use and planning impacts in connection with the compatibility with surrounding land uses. As a result of the incremental increase in noise associated with the change in fleet mix under the Project Proposed for Approval, there would be an increased number of sensitive receptors and physical area projected to occur in the 65 to 70 CNEL contour. No additional schools, hospitals, or places of worship would be included in the 65 to 70 CNEL contour when the Baseline (2016) condition is compared to the Baseline Plus Project Proposed for Approval. In the cumulative scenario, there would be one less place of worship in the 65 to 70 CNEL contour.

However, the incremental increase in the 65 to 70 CNEL contour associated with the Baseline Plus Alternative 1, which was used to assess the potential impacts associated with the Project
Proposed for Approval, would result in 12 residential parcels being exposed to noise levels in excess of the 65 CNEL, which is the threshold established for land use compatibility.

Of the 12 residences, avigation easements or prescriptive avigation easements have been acquired on all but 3 units. For the nine residential units with avigation easements, the impacts would be less than significant because mitigation has been provided to the conforming uses (i.e., those in a residential land use designation); and the avigation easement was granted for all nine of the units.

As part of the County’s AIP, implemented in conjunction with the 1985 Master Plan, the three units without avigation easements were offered sound insulation. One of these three units declined the offer of acoustical insulation and no response was received from two of the units despite genuine effort to offer insulation.

For those units without avigation easements, exposure to noise levels in excess of 65 CNEL would be a significant impact. There are no feasible mitigation measures to reduce exterior noise levels to below 65 CNEL, consistent with the County of Orange standards for noise sensitive uses. Additionally, there is the potential that interior noise levels would exceed established 45 CNEL interior noise standards for land use compatibility for residential uses.

In the cumulative condition, there would be 29 additional parcels compared to Baseline (2016) that would be in the 65 to 70 CNEL contour. These units are all located in the AIP from the 1985 Master Plan. For the units in the AIP that have received sound attenuation, the land use impacts would be less than significant. However, similar to the direct impacts for the Project Proposed for Approval, there are residential units where the homeowner has been offered sound attenuation, although it has not been implemented for any variety of reasons. In these cases, the noise exposure would potentially result in interior and exterior noise levels in excess of policies adopted to avoid or mitigate an environmental effect. For these units there would be a significant cumulative land use compatibility impact.

In addition to the 29 units identified above, there are two parcels in the 2026 cumulative 65 CNEL contour that are outside of the AIP. These two parcels were not included in the AIP because the livable areas (i.e., the houses and backyards) were not in the 65 CNEL contour. This condition remains unchanged (i.e., both the 1985 and the projected 2026 cumulative 65 CNEL contour line do not include areas that would be considered a habitable room or outdoor living areas based on the General Plan). Only the periphery of these long parcels would be affected. Because the living areas would not be exposed to the projected cumulative 65 CNEL contour, there would not be a land use compatibility impact based on the Orange County General Plan standard with the Project Proposed for Approval.

Although the area exposed to noise levels exceeding 70 CNEL would increase by 0.01 square mile (1.1 percent) in the Baseline Plus Project Proposed for Approval scenario, no sensitive receptors would be adversely affected under the Project Proposed for Approval. In the cumulative scenario, the area in the 70 CNEL or greater contour would be reduced by 0.05 square mile; however, there would also be two units in the greater than 70 CNEL contour. Both of these residences received sound insulation through the AIP and avigation easements have been recorded. Therefore, these two residences would not be identified as incompatible uses.
7.1.2 FINDINGS

The Board finds that, after implementation of all feasible mitigation measures, the Project Proposed for Approval would result in significant unavoidable impacts and the Board adopts the CEQA Findings 1, 2, and 3 listed in this Section 7.0 above.

7.1.3 FACTS IN SUPPORT OF FINDING

The additional residential units that are projected to be in the 65-70 CNEL contour with full (2026) implementation of the Project Proposed for Approval are all within the 65 CNEL contour from the 1985 Master Plan and the 2014 Settlement Agreement Amendment. With adoption of the 2014 Settlement Agreement Amendment and certification of Final EIR 617, the County of Orange adopted a Sound Insulation Program (“SIP”) for reduction of interior noise levels that are projected to potentially be in excess of the 65 CNEL threshold. The SIP would also be applicable to the residential units identified as being impacted in the cumulative condition.

The precise timing of when these residences would be located in the future cumulative 65 CNEL contour is not known because it would be dependent on the actual noise levels associated with both general aviation and commercial carrier operations. However, the SIP would offer interior noise attenuation to these homes, thereby reducing interior noise levels to a less than significant level and avigation easements would be obtained.

The SIP requires that, starting with the JWA 2015 Fourth Quarter Noise Report, the annual noise levels at NMS 1S, 2S, and 3S be compared by the County of Orange to the 2013 annual noise levels. If the noise levels have increased by 1.5 dB or more at any of these NMS, all noise sensitive uses represented by that NMS (i.e., that is the closest NMS to the parcel) that have not been previously insulated under the 1985 AIP will be eligible for evaluation for participation in the SIP. For residences within the City of Newport Beach, the required increase is 1.0 dB or more at these same NMS.

Once residences have been identified as eligible for evaluation for participation in the SIP, interior noise levels for each habitable room would be taken. If the average noise level in all habitable rooms or education spaces of a use is greater than an average of 45 CNEL then the use will be eligible for sound insulation.

Installation of the sound insulation would provide mitigation for the interior noise levels and impacts would be less than significant. However, based on two considerations this impact is being identified as a significant unavoidable impact. First, these units were offered sound attenuation as part of the AIP implemented in conjunction with the 1985 Master Plan. One unit declined acoustical insulation and two units did not respond after genuine effort to offer insulation to two units was made. There is no certainty that the owners of these units will accept the sound insulation as part of the SIP. Secondly, as noted in Final EIR 617, until interior noise measurements are taken, it cannot be determined if all the noise-sensitive uses with interior noise levels in excess of 45 CNEL would qualify for sound attenuation based on FAA criteria.

Although the Board of Supervisors has already made a finding addressing this issue, it is being identified as a significant impact to ensure the decision-makers understand that the Project...
Proposed for Approval would result in three residential units not currently in the Baseline (2016) 65 CNEL contour now being identified as incompatible. Furthermore, to the extent the residences qualify for sound attenuation and are offered attenuation, but decline sound attenuation, an avigation easement is not available absent payment for the easement. However, for purposes of determination of conformity with the State variance requirements, these residences would arguably be deemed in conformance with the noise guidelines (21 CCR 5014)\(^\text{13}\) if a genuine effort is made to acoustically treat the residences, but the property owners refuse to take part in the program. The impact to the residences that have been offered sound attenuation, but have declined to take part in the program, and residences without avigation easements, has been a known impact associated with the long-term operation of the Airport and is associated even with the No Project Alternative.

As noted above, with adoption of the 2014 Settlement Agreement Amendment and certification of Final EIR 617, the County of Orange adopted a SIP for reduction of interior noise levels that are projected to potentially be in excess of the 65 CNEL threshold. The SIP would serve as mitigation for both direct and cumulative impacts. These mitigation measure, listed below, were adopted with certification of Final EIR 617. Although the mitigation measures would serve to reduce the Project’s land use and planning impacts, it cannot be determined if all the noise sensitive uses with interior noise levels in excess of 45 CNEL would qualify for sound attenuation based on FAA criteria. Given the uncertainty that this measure is feasible to adequately reduce interior noise levels at all potentially impacted uses, these impacts have been determined to be significant and unavoidable. Pursuant to Section 15091(a)(3) of the State CEQA Guidelines, there are no additional feasible measures that would mitigate the impacts to below a level of significance. Therefore, it is an impact common to all alternatives, and the determination of a significant, unavoidable impact is a conservative finding.

617 LU-1 Starting with the 2015 Annual Noise Report, the annual noise contours presented in the report will be used by the County of Orange/JWA to identify parcels with noise sensitive uses (i.e., residences, schools, or churches) that are newly located either partially or completely within the 65 CNEL contour as compared to their location relative to the 65 CNEL contour in the 2013 Annual Contours, which will serve as the baseline condition. All uses that were established before 1985 and have not been insulated under the previous AIP will be eligible for evaluation under the SIP described in Mitigation Measure (617) N-3. Those uses with an average interior noise levels exceeding 45 CNEL will be eligible for insulation under the SIP described in Mitigation Measure (617) N-3.

617 N-1 Starting with the 2015 Fourth Quarter Noise Report, the annual noise levels at NMS 1S, 2S, and 3S will be compared by the County of Orange to the 2013 annual noise

\(^\text{13}\) 21 CCR 5014 is part of the California Airport Noise Standards, which pertains to incompatible land uses within the airport noise boundary. This section of the regulations identifies when residences in an airport noise impact area can be found to be compatible. The following are two provision in the regulation that would be applicable to JWA:

(a)(1) an avigation easement for aircraft noise has been acquired by the airport proprietor; and
(a)(4) if the airport proprietor has made a genuine effort as determined by the department in accordance with adopted land use compatibility plans and appropriate laws and regulations to acoustically treat residences exposed to an exterior CNEL less than 80 dB (75 dB if the residence has an exterior normally occupiable private habitable area such as a backyard, patio, or balcony) or acquire avigation easements, or both, for the residences involved, but the property owners have refused to take part in the program.
levels. If the noise levels have increased by 1.5 dB or more at any of these NMS, all noise sensitive uses represented by that NMS (i.e., that is the closest NMS to the parcel) that have not been previously insulated under the 1985 AIP will be eligible for evaluation for participation in the Sound Insulation Program ("SIP") as described in Mitigation Measure (617) N-3. Those uses with interior noise levels exceeding an average of 45 CNEL will be eligible for insulation under the SIP as described in the mitigation measure.

For those uses with interior noise levels less than 45 CNEL, the amount of outdoor-to-indoor noise reduction for each habitable room will be recorded. In each subsequent Fourth Quarter Noise Report, the noise level impacting these uses and the measured noise reduction will be used to estimate the interior noise level. If the estimated interior noise level exceeds an average of 45 CNEL, then the use will be eligible for re-evaluation in the form of new interior noise level measurements. If the interior noise level in any habitable room exceeds an average of 45 CNEL then the use will be eligible for the SIP described in Mitigation Measure (617) N-3.

617 N-2 Starting with the 2015 Fourth Quarter Noise Report, the annual noise levels at NMS 1S, 2S, and 3S will be compared by JWA to the 2013 annual noise levels. If the noise levels have increased by 1.0 dB or more at any of these NMS, all noise sensitive uses represented by that NMS (i.e., that is the closest NMS to the parcel) exposed to noise levels of 65 CNEL or greater that have not been previously insulated under the 1985 AIP will be eligible for evaluation for participation in the Sound Insulation Program ("SIP") as described in Mitigation Measure (617) N-3. Those uses with interior noise levels exceeding 45 CNEL will be eligible for insulation under the SIP as described in the mitigation measure.

For those uses with interior noise levels less than 45 CNEL, the amount of outdoor-to-indoor noise reduction for each habitable room will be recorded. In each subsequent Fourth Quarter Noise Report, the noise level impacting these uses and the measured noise reduction will be used to estimate the interior noise level. If the estimated interior noise level exceeds an average of 45 CNEL then the use will be eligible for re-evaluation in the form of new interior noise level measurements. If the interior noise level in any habitable room exceeds an average of 45 CNEL then the use will be eligible for the SIP described in Mitigation Measure (617) N-3.

617 N-3 The only practical way to mitigate indoor noise levels is through a Sound Insulation Program ("SIP"). Mitigation Measure (617) LU-1, as described in the Section 4.5, Land Use [of Final EIR 617], and Mitigation Measures (617) N-1 and (617) N-2, described above, will determine the sensitive land uses that will be eligible for participation in the SIP described below as Mitigation Measure N3. FAA regulations require that residences be exposed to an outdoor noise level of 65 CNEL or greater and interior noise levels greater than 45 CNEL for FAA or Airport funds to be used for sound insulation. The referring Mitigation Measures, (617) LU-1, (617) N-1, and (617) N-2, will ensure the outdoor noise criterion is met. The interior noise level criterion will be determined in the evaluation phase of Mitigation Measure (617) N-3. Sensitive uses with interior noise levels greater than 45 CNEL will be eligible for sound insulation.
The FAA guidance for implementing sound insulation programs specifically states that the average noise level in all habitable rooms of a residence or all educational spaces in school must be greater than 45 CNEL for the use to be eligible for sound insulation funded by the Airport or FAA. However, the County's noise standards specifically require that the noise level in any habitable room or educational space must be less than 45 CNEL. This is implied in the City of Newport Beach's noise standards, as well. Under CEQA, the lead agency's noise standard is used to determine impacts. Therefore, a noise sensitive use is considered significantly impacted if the noise level in any habitable room or educational space exceeds 45 CNEL.

As discussed below, the Airport will request that the FAA waive its requirement that the average noise level in all habitable rooms or educational spaces exceed 45 CNEL in order for sound insulation to be funded by the FAA or Airport in order that all noise related impacts are mitigated to a less than significant level in a timely manner. If the FAA does not agree to waive this requirement, then uses with one or more habitable rooms or educational spaces exceeding 45 CNEL but with the average noise level in all habitable rooms or educational spaces less than 45 CNEL would be significantly and unavoidably impacted as there is no other funding source for a SIP. However, these uses would be eligible for insulation when and if the average noise level exceeded 45 CNEL. As discussed in Mitigation Measures, (617) LU-1, (617) N-1, and (617) N-2, if an individual land use is not eligible for insulation because the interior noise level does not exceed 45 CNEL, there are criteria for re-evaluation. If the annual report noise levels and previous evaluation measurements indicate that the use may meet the interior noise requirement it will be re-evaluated for insulation eligibility.

**Part 1, Evaluation:** When Mitigation Measures (617) LU-1, (617) N-1, or (617) N-2 determines that a noise sensitive use is significantly impacted based on measured noise levels and the relevant significance thresholds, that use will be evaluated by the County of Orange for eligibility for sound insulation. The evaluation will be performed by measuring the indoor noise levels for each habitable room or educational space. If the average noise level in all habitable rooms or education spaces of a use is greater than an average of 45 CNEL then the use will be eligible for sound insulation. Additionally, if the average noise level is less than 45 CNEL, any use with a noise level greater than an average of 45 CNEL in any habitable room or educational space also will be eligible for sound insulation if the FAA waives its requirement that noise levels be averaged across all habitable rooms or education spaces.

Per FAA guidance, noise levels will be measured with all windows and doors closed. Uses with measured interior noise levels less than 45 CNEL that do not have an existing central ventilation system, but rely on keeping windows open for air circulation will be eligible for a Continuous Positive Ventilation System. Implementation of such a system will be dependent on meeting the FAA requirements for implementation of such a system.

**Part 2, Sound Insulation Program:** Schools or residences that have interior noise levels exceeding 45 CNEL as determined by the evaluation measurements will be eligible for sound insulation. The implementation of sound insulation will depend on satisfying the FAA criteria described in Chapter 812 of Order 5100.38C Airport Improvement Program Handbook.
Note that as an alternative to providing sound insulation, an impacted property may also be mitigated by converting an incompatible use to a compatible use or removing the incompatible use.
8.0 **Feasibility of Project Alternatives**

Section 15126.6 of the State CEQA Guidelines provides that an "EIR shall describe a range of reasonable alternatives to the project . . ." As stated in CEQA Section 21002:

“[It] is the policy of the State that public agencies should not approve projects as proposed if there are feasible alternatives or mitigation measures available which would substantially lessen the significant effects of such projects . . .The legislature further finds and declares that in the event specific economic, social, or other conditions make infeasible such project alternatives or mitigation measures, individual project may be approved in spite of one or more significant effects thereof.”

Consistent with Section 15126.6(f) of the State CEQA Guidelines, the EIR must focus its analysis of alternatives on alternatives that “could feasibly attain most of the basic objectives of the project.” Therefore, in evaluating the reasonableness of the range of alternatives and making any findings, CEQA requires consideration the Project Objectives as identified in Section 3.2 hereof. Section 15126.6(b) of the State CEQA Guidelines also specifies that an EIR should examine alternatives “capable of avoiding or lessening” environmental effects even if these alternatives “would impede to some degree the attainment of the project objectives or would be more costly.”

Section 15364 of the State CEQA Guidelines provides the following definition of the term “feasible” as it applies to the findings requirement: “Feasible” means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors.” Section 21081 of the California Public Resources Code further provides that "[s]pecific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in the environmental impact report."

The concept of “feasibility,” as it applies to findings, involves a balancing of various economic, environmental, social, legal, and technological factors. (See California Public Resources Code, Section 21061.1 and California Code of Regulations, Title 14, Section 15364; see also City of Goleta Valley v. Board of Supervisors (1990) 52 Cal.3d 553, 564–566 and City of Del Mar v. City of San Diego (1982) 133 Cal.App.3d 401, 415–417.) Further, it has been recognized that, for purposes of CEQA, “feasibility” encompasses “desirability” to the extent that the latter is based on a reasonable balancing of the relevant economic, environmental, social and technological factors (California Native Plant Society v. City of Santa Cruz (2009) 177 Cal.App.4th 957, 1001). This balancing is harmonized with CEQA’s fundamental recognition that policy considerations may render alternatives impractical or undesirable (Ibid.; see also California Public Resources Code, Section 21081 and California Code of Regulations, Title 14, Sections 15126.6(c), 15364).

When significant and unavoidable impacts have been identified, CEQA requires the lead agency to consider the feasibility of environmentally superior alternatives to the project. As reflected in the Final Program EIR and the following, the Project Proposed for Approval (three Full Service FBOs), was identified as best meeting the Project Objectives and the significant environmental impacts are comparable to the alternative identified in the Final Program EIR as the
8.1 **ALTERNATIVE NOT CARRIED FORWARD**

Development of the alternative recommended as part of the NOP, to develop the site with a hotel, conference facility, restaurants, and hospitality and media meeting rooms, all geared toward the general aviation pilot and corporate aircraft charter services was not carried forward for detailed consideration because based on preliminary evaluation was found not to be feasible. Applicable federal laws, that run with the property when it was deeded by the federal government to the County, state the expressed purpose is for operating a public airport. Additionally, under the Airport and Airway Improvement Act, as amended, Grant Assurances do not allow non-aeronautical uses to replace aeronautical uses when there is aeronautical demand for the space. In general, the use of airport facilities for non-aeronautical use requires the expressed permission of the Secretary of Transportation. To apply for this permission, the Airport must show that there is no aeronautical demand for the facilities. Given the constrained facilities at the Airport, no space is available at JWA where aeronautical use is not in demand. Additionally, this alternative would not meet many of the objectives established for the GAIP.

8.2 **ALTERNATIVES FOR ANALYSIS**

In accordance with Section 15126.6(a) of the State CEQA Guidelines, a reasonable range of alternatives have been selected for the GAIP. Other than the “No Project” alternative(s), which is required by CEQA, each alternative must be capable of avoiding or substantially lessening potentially significant effects of the Project. Qualifying alternatives can be considered even if the alternatives would impede to some degree the attainment of the Project objectives, or would be more costly.

These Findings contrast and compare the alternatives, where appropriate, to show that the selection of the Project Proposed for Approval while still resulting in significant environmental impacts, has substantial environmental, planning, fiscal, and other benefits. In rejecting certain alternatives, the County has examined both the environmental impacts and the Project Objectives and weighed the ability of the various alternatives to meet the objectives. The County Board of Supervisors finds, after due consideration of a reasonable range of alternatives as set forth in the EIR and below, that based on aviation forecast, the Project Proposed for Approval best meets the long-term general aviation demand at JWA, protects against local environmental impacts, and best meets the Project Objectives.

In addition to the Project Proposed for Approval, the following alternatives were analyzed in the Draft EIR:

- **Proposed Project –Two Full-Service Fixed Based Operators.** This alternative would involve the development of two Full Service Fixed Based Operators—one on the west side of the Airport and one on the east side of the Airport. Other facilities and services would be similar to those of the Project Proposed for Approval. The reduction in the number of based aircraft would also be comparable to the Project Proposed for Approval; however,
there would be a slight decrease in the number of general aviation jets based at the Airport. The number of operations would be incrementally decreased.

- **Alternative 1 – Three Full-Service Fixed Based Operators.** This Alternative would involve the development of three Full Service Fixed Based Operators—one on the west side of the Airport and two on the east side of the Airport. Other facilities and services would be similar to those of the Project Proposed for Approval. The reduction in the number of based aircraft would also be comparable to the Project Proposed for Approval; however, there would be a slight increase in the number of general aviation jets based at the Airport. The number of operations would also be incrementally increased.

- **Alternative 3 – Correction of Non-Standard Conditions.** This alternative corrects non-standard design features at the Airport but does not provide for new general aviation facilities. This alternative provides for more based aircraft than the Project Proposed for Approval; however, less than the Baseline (2016 condition). The total number of operations would increase compared to Baseline and the Project Proposed for Approval.

- **No Project Alternative—No Modification.** This alternative does not propose any modifications to facilities nor correction of non-standard design features. However, the forecasted growth in operations would occur.

In accordance with Section 15126.6(a) of the State CEQA Guidelines, the Draft Program EIR provides a comparison of the environmental effects and the merits and/or disadvantages of each alternative in relation to the Project Proposed for Approval, as well as each alternative’s ability to achieve the Project Objectives.

Although alternatives were evaluated that contained different fleet mix and number of general aviation operations, the significant, unavoidable land use compatibility impact is common to all alternatives, including the No Project Alternative.

The existing environmental setting of the site would be the same for the Project Proposed for Approval and the alternatives. Additionally, unless specifically identified, the following evaluates each alternative as if the Mitigation Program identified for the Project Proposed for Approval would also apply to the alternative.

### 8.2.1 PROPOSED PROJECT – TWO FULL-SERVICE FIXED BASED OPERATORS

**Alternative Description**

This alternative, identified as the Proposed Project in the Draft Program EIR, proposes a Full Service West FBO and a Full Service East FBO, for a total of two full service FBOs. The total aircraft storage capacity under this alternative is approximately 354 based aircraft and the aviation forecast projects 167,900 annual operations. Although there would be a reduction in overall number of annual operations, when compared to the Baseline (2016), there would be an increase in general aviation jet aircraft operations, which is consistent with the national trends. This alternative would result in a reduction of capacity for based aircraft. Compared to the Baseline (2016) the capacity of the Airport would be reduced by 242 fewer aircraft, which is 128
fewer aircraft than was based at the Airport in the Baseline. All other key design elements would be the same as for the Project Proposed for Approval (see description in Section 3.1 of these Findings).

**Ability of the Alternative to Avoid Significant Impacts**

This alternative, designated as the Proposed Project in the Draft Program EIR, was identified as being environmentally superior because it would have incrementally reduced the impacts such as the quantity of criteria pollutant and GHG emissions, although these impacts were not identified as significant and unavoidable. However, overall the Proposed Project would have similar impacts as the Project Proposed for Approval. It would result in the displacement of seven fewer aircraft than the Project Proposed for Approval; however, displacement of aircraft is not identified as an adverse but not a significant environmental impact.

Prior to mitigation, this alternative would have significant construction air quality impacts; however, as with the Project Proposed for Approval this impact would be reduced to less than significant with mitigation.

This alternative would not avoid the significant unavoidable land use compatibility impact identified with the Project Proposed for Approval. As with the Project Proposed for Approval, three residential additional units without avigation easements have been projected as being in the 65 to 70 CNEL contour when compared to Baseline (2016). Under cumulative conditions, the number of additional parcels included in the 65 CNEL contour compared to the Baseline (2016) condition would be 27, which is two less than with the Project Proposed for Approval. As with the Project Proposed for Approval, these units would be eligible for consideration under the SIP. However, as with the Project Proposed for Approval, there is no certainty that sound insulation would be installed, and impacts would remain significant and unavoidable.

**Ability of Alternative to Meet the Project Objectives**

Similar to the Project Proposed for Approval, this alternative would meet five of the six Project Objectives and partially meet one of the Project Objectives. Similar to the Project Proposed for Approval, it would not maximize the number of community hangars; thereby, providing maximum flexibility to meet future market trends (Objective 4: “To embrace flexibility to allow for technological advances and market trends”).

**Reasons for Rejecting the Alternative**

Although this Alternative provides improvements that would minimize conflicts between general aviation and commercial carrier operations, the Project Proposed for Approval better achieves this by providing both Full Service FBOs on the east side closer to Runway 20L, which is used by the smaller general aviation aircraft. This alternative does not provide sufficient environmental benefits beyond those realized with the Project Proposed for Approval. Therefore, in light of these reasons, the Board finds this alternative is not desirable.

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14 General aviation aircraft also use the longer Runway 20R.
8.2.2 ALTERNATIVE 1 – THREE FULL-SERVICE FIXED BASED OPERATORS

Alternative Description

This Alternative, identified as Alternative 1 in the Draft Program EIR, proposes a Full Service West FBO and two Full Service East FBOs, for a total of three full service FBOs. The total aircraft storage capacity under this Alternative is approximately 356 based aircraft and the aviation forecast projects 168,600 annual operations. Although there would be a reduction in overall number of annual operations, when compared to the Baseline (2016), there would be an increase in general aviation jet aircraft operations, which is consistent with the national trends. This Alternative would result in a reduction of capacity for based aircraft. Compared to the Baseline (2016) the capacity of the Airport would be reduced by 240 fewer aircraft, which is 126 fewer aircraft than was based at the Airport in the Baseline. All other key design elements would be the same as for the Project Proposed for Approval (see description in Section 3.1 of these Findings).

Ability of the Alternative to Avoid Significant Impacts

This Alternative would have similar impacts as the Project Proposed for Approval. It would result in the displacement of five additional aircraft when compared to the Project Proposed for Approval; however, displacement of aircraft was identified as an adverse but not significant environmental impact.

Prior to mitigation, this alternative would have significant construction air quality impacts; however, as with the Project Proposed for Approval this impact would be reduced to less than significant with mitigation.

This Alternative would not avoid the significant unavoidable land use compatibility impact identified with the Project Proposed for Approval. As with the Project Proposed for Approval, three residential additional units without avigation easements have been projected as being in the 65 to 70 CNEL contour when compared to Baseline (2016). Under cumulative conditions, the number of additional parcels included in the 65 CNEL contour compared to the Baseline (2016) condition would be 29, the same as the Project Proposed for Approval. As with the Project Proposed for Approval, these units would be eligible for consideration under the SIP. However, as with the Project Proposed for Approval, there is no certainty that sound insulation would be installed, and impacts would remain significant and unavoidable.

Ability of Alternative to Meet the Project Objectives

This Alternative would fully meet all six Project Objectives, whereas the Project Proposed for Approval fully met five of the Project Objectives and partially meet one of the Project Objectives. Alternative 1 would be more effective than the Project Proposed for Approval in providing the flexibility to meet future market trends (Objective 4: “To embrace flexibility to allow for technological advances and market trends”) because it offers a greater number of community hangars. Alternative 1, would be better able to adapt to potential changes in the fleet mix.
Reasons for Rejecting the Alternative

This Alternative would operate similar to the Project Proposed for Approval. However, this Alternative would displace incrementally more aircraft than the Project Proposed for Approval. Therefore, in light of these reasons, the Board finds this Alternative is not desirable.

8.2.3 ALTERNATIVE 3 – CORRECTION OF NON-STANDARD CONDITIONS

Alternative Description

Alternative 3 would correct the same existing non-standard conditions as the Project Proposed for Approval. This alternative does not propose any of the other facility improvements that are offered by the Project Proposed for Approval.

As a result of the correction of the non-standard conditions, aircraft storage capacity would be reduced by approximately 42 spaces. However, Alternative 3 would accommodate 72 more general aviation aircraft than were based at the Airport in the Baseline (2016) condition and 193 more spaces than the Project Proposed for Approval. Although the displacement of aircraft was identified as an adverse but not significant environmental impact.

This alternative would result in an increase in the number of annual general aviation operations when compared to the Baseline. In 2016, there were 192,800 annual general aviation operations. With Alternative 3 this would increase to 197,600 annual operations. The aviation forecast identifies the growth as being increases in general aviation jet aircraft operations, which is consistent with the national trends.

Ability of the Alternative to Avoid Significant Impacts

Alternative 3 would reduce the construction air emissions because limited construction efforts are required to implement this alternative. Although the construction impacts for the Project Proposed for Approval would have significant impacts prior to mitigation, these impacts would be reduced to less than significant with mitigation. Therefore, although there is a reduction in impacts, it does not result in the avoidance of a significant impact.

This alternative would not avoid the significant unavoidable land use compatibility impact identified with the Project Proposed for Approval. The noise characteristics of this alternative would be comparable to the No Project Alternative based on the number of aviation operations and projected fleet mix. As with the Project Proposed for Approval, additional residential units without avigation easements could be exposed to noise levels in excess of the 65 CNEL when compared to Baseline (2016) under both the Baseline Plus Alternative 3 and the cumulative conditions. As with the Project Proposed for Approval, these units would be eligible for consideration under the SIP. However, as with the Project Proposed for Approval, there is no certainty that sound insulation would be installed and impacts would remain significant and unavoidable.
**Ability of Alternative to Meet the Project Objectives**

Alternative 3 would fully meet two of the six Project Objectives, partially meet three of the Project Objectives, and would not meet the objective pertaining to flexibility to allow for technological advances and market trends. This alternative would not be as effective in meeting the Project Objectives because it would maintain one split-location FBO, where a portion of the northeast side Full Service FBO would still remain on the west side of the Airport. This necessitates the need to tow aircraft across the airfield and cross Runway 20R/2L, which is used by commercial carriers; therefore, it would not enhance compatibility between general and commercial aviation operations. As a result of the correction of non-standard conditions, Alternative 3 would provide fewer community hangar space compared to Baseline (2016) and the Project Proposed for Approval (i.e., removal of two community hangars from the Full Service Southeast FBO). Alternative 3 would not fully meet the Project Objectives of “utilize limited land area efficiently and economically” nor “maximize economic, self-sustaining, revenue-producing facilities” because, based on the trends in general aviation fleet mix, Alternative 3 would result in facilities going unused because they are not responsive to the type of facilities required (i.e., Alternative 3 provides more tie-down area for more small aircraft than there is demand for). Since this alternative would not provide replacement/upgrades of any of the facilities, it would not be responsive to the national trends, which have been experienced at the Airport to accommodate the increased demand for general aviation jet aircraft.

**Reasons for Rejecting the Alternative**

In light of these reasons, the Board finds this Alternative 3, though technically feasible, does not provide sufficient environmental benefits in light of the inability to effectively meet the Project Objectives; therefore, rejects this alternative on that basis.

**8.2.4 NO PROJECT ALTERNATIVE**

**Alternative Description**

The No Project Alternative would not implement any improvements or modifications to the general aviation facilities at the Airport. This alternative assumes no change in the Baseline aircraft fleet mix and the theoretical Airport capacity would remain at 596 based aircraft.

Section 15126.6(e)(3)(A) of the State CEQA Guidelines, in describing the content of the No Project Alternatives, identifies when the project is the revision of an existing land use or regulatory plan, policy or ongoing operation, the “no project” alternative will be the continuation of the existing plan, policy or operation into the future. Therefore, the aviation forecast allowed the number of based aircraft to increase following the growth estimated from the unconstrained forecast until it reaches the maximum capacity identified under the capacity analysis. Once the number of based aircraft demand for each type of aircraft reaches the maximum capacity, the growth for the corresponding type of aircraft is constrained. Therefore, because the types of facilities do not fully align with the demand, in 2026 the total number of based aircraft is projected to be 505 aircraft. This reflects the fleet mix that would be reasonably accommodated at the Airport. The aviation forecast does project an increase in operations compared to the
Baseline (2016). The No Project is projected to generate 201,000 annual general aviation operations, which is the highest number of operations for any of the alternatives evaluated.

**Ability of the Alternative to Avoid Significant Impacts**

The No Project Alternative would eliminate the construction air emissions because no improvements would implement with this alternative. Therefore, there is a reduction in impacts compared to the Project Proposed for Approval, although this impact is less than significant with mitigation. Additionally, this Alternative would avoid the need for the displacement of aircraft, which was identified as an adverse but not significant environmental impact.

This Alternative would not avoid the significant unavoidable land use compatibility impact identified with the Project Proposed for Approval. The noise characteristics of this alternative would be comparable to the Project Proposed for Approval. The No Project Alternative would result in the same number of sensitive receptors without avigation easements exposed to noise levels in excess of 65 CNEL. In the cumulative scenario, when compared to the Project Proposed for Approval, there would be a reduction of three units in the 65 CNEL contour, although, all these units are within the AIP area. Additionally, as with the Project Proposed for Approval, these units would be eligible for consideration under the SIP. However, as with the Project Proposed for Approval, there is no certainty that sound insulation would be installed and impacts would remain significant and unavoidable.

**Ability of Alternative to Meet the Project Objectives**

The No Project Alternative is unable to adequately meet the Project Objectives. It only partially meets three of the six objectives and does not meet two of the objectives. Only one objective, ability of existing infrastructure to support general aviation facilities, is fully met with this Alternative.

The No Project Alternative would not enhance safe and secure operations because it would not correct the existing non-standard design features at the Airport. It also would not meet the objective pertaining to flexibility to allow for technological advances and market trends because no improvements would be provided.

This alternative, which maintains a portion of a full service FBO on the west side of the Airport, necessitates the need to tow aircraft across the airfield and cross Runway 20R/2L used by commercial carriers. Therefore, it would not enhance compatibility between general and commercial aviation operations. The No Project Alternative would not fully meet the Project Objectives of “utilize limited land area efficiently and economically” nor “maximize economic, self-sustaining, revenue-producing facilities” because based on the trends in general aviation fleet mix, facilities going unused because they are not responsive to the type of facilities required (i.e., providing more tie-down area for more small aircraft than there is demand for). Since this alternative would not provide replacement/upgrades of any of the facilities, it would not be responsive to the national trends, which have been experienced at the Airport to accommodate the increased demand for general aviation jet aircraft.
Reasons for Rejecting the Alternative

In light of these reasons, the Board finds the No Project Alternative, though technically feasible, does not provide sufficient environmental benefits in light of the inability to effectively meet the Project Objectives; therefore, rejects this alternative on that basis.

8.3 ALTERNATIVE SUBMITTED FOR CONSIDERATION SUBSEQUENT TO THE CLOSE OF PUBLIC COMMENT PERIOD ON THE DRAFT PROGRAM EIR

At the April 17, 2019 Airport Commission hearing on the GAIP, the Southern California Pilots Association (SoCal Pilots) submitted their “Alternative 4” concept, for consideration by the decision-makers. According to the limited information submitted, the concept identifies leaseholds for three Full Service FBOs and two Limited Service FBOs. The SoCal Pilots’ concept was submitted for consideration subsequent to circulation of the Draft Program EIR and after the close of public comment and issuance of the notices of availability of the responses to comments. Therefore, this proposed concept has not been addressed as part of the Final Program EIR. In addition, when submitting this concept to the Airport Commission, no additional design information was provided; therefore, there is not sufficient information to develop a project description for the SoCal Pilots concept or evaluate the potential environmental impacts in light of the analysis prepared in Final Program EIR 627. Therefore, there is insufficient information about this proposed concept for the Board to evaluate this concept in the context of the Project Objectives and environmental analysis.
9.0 STATEMENT OF OVERRIDING CONSIDERATIONS

9.1 INTRODUCTION

Section 15093 of the State CEQA Guidelines provides the following:

(a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable."

(b) When the lead agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to supports its action based on the final EIR and/or other information in the record. This statement of overriding considerations shall be supported by substantial evidence in the record.

(c) If an agency makes a statement of overriding considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination. This statement does not substitute for, and shall be in addition to, findings required pursuant to Section 15091.

In accordance with the provisions of CEQA and the State CEQA Guidelines and as part of its certification of the adequacy of Final Program EIR 627 for the John Wayne Airport General Aviation Improvement Program, the Board finds that the mitigation program discussed in these Findings of Fact and the MMRP, when implemented, avoid or substantially lessen the significant effects identified in the Final Program EIR. Nonetheless, direct and cumulative land use planning significant effects of the Project Proposed for Approval are unavoidable even after incorporation of all feasible mitigation measures. As disclosed in the Final Program EIR, even with the approval of the Project and implementation of the mitigation program described in the MMRP, the effects described in more detail in Section 7.0 of these Findings of Fact are considered to be significant and unavoidable at this time.

9.2 OVERRIDING CONSIDERATIONS

In approving the Project Proposed for Approval, the Board of Supervisors has (i) independently reviewed the information in the Final Program EIR and the Record of Proceedings; (ii) made a reasonable and good faith effort to eliminate or substantially lessen the significant impacts resulting from the Project Proposed for Approval to the extent feasible by adopting the standard conditions, minimization measures, and mitigation measures identified in the Final Program EIR and the MMRP; and (iii) balanced the economic, legal, social, technological, or other benefits of the Project Proposed for Approval against its unavoidable environmental risks. The Board finds that the Project's significant, unavoidable effects remaining are acceptable due to specific
overriding economic, legal, social, technological, or other considerations described in this Section 9.2 of the Findings of Fact. All considerations are based on the facts set forth in these Findings of Fact, the MMRP, Final Program EIR 627, and the record for this Project.

The Board finds that the following overriding considerations, individually and cumulatively, are relevant and valid reasons that make the Project Proposed for Approval acceptable despite the fact that significant, unavoidable adverse effects of the Project remain. The following described economic, legal, social, technological, or other benefits of the Project outweigh the Project’s significant unavoidable adverse environmental impacts.

1) The general aviation facilities have remained mostly unchanged for more than 20 years. Many are in need of repairs and do not meet the current aviation facility demands. The Project Proposed for Approval would provide the mechanism for upgrading these facilities.

2) The aging general aviation facilities do not meet the current fleet mix demands. The Project Proposed for Approval would provide for facilities to better meet the current and future general aviation fleet mix demand in light of the space constraints at the Airport.

3) The correction of existing non-standard design features to meet FAA design criteria will enhance the safety of operations at the Airport. The improvements intend to reduce incursions between aircraft and ground vehicles and eliminate known obstructions to airport airspace.

4) Adoption of the Project Proposed for Approval provides improvements that will enhance the Airport’s safety by meeting Federal Aviation Administration (“FAA”) design standards to the maximum extent feasible for the reasons discussed and explained in Final Program EIR Sections 1.5, 3.6.1, 3.6.2, and 5.5. Correcting the existing non-standard design features would facilitate FAA’s approval of the Airport’s future Airport Layout Plan submittals.

5) Adoption of the Project Proposed for Approval encourages economic growth within the region by providing for the employment of construction workers and construction supply workers.

6) Adoption of the Proposed Project for Approval implements the Airport’s goals, objectives and performance targets for sustainability within proposed development projects for the reasons discussed and explained in Final Program EIR Section 6.4. All new facilities would need to comply with the current requirements for sustainability, including but not limited to Title 24 of the California Code of Regulations (Energy Efficiency Standards for Residential and Non‐residential Buildings); the California Green Building Standards Code (CALGreen code); the JWA Climate Action Plan; and the water quality requirements (a combination of Best Management Practices, low impact development, and/or hydromodification techniques) pursuant to the Santa Ana RWQCB NPDES Permit No. CAS618030.

In light of the foregoing, and in recognition of additional information contained within the Final Program EIR and other portions of the record of proceedings, the Orange County Board of Supervisors concludes that implementation of the Project Proposed for Approval will result in economic, legal, social, technological, or other benefits. The Board of Supervisors further concludes that these benefits outweigh the significant, unavoidable environmental
impacts associated with the Project Proposed for Approval and, accordingly, adopts these Findings of Fact and Statement of Overriding Considerations.
EXHIBIT B

MITIGATION MONITORING AND REPORTING PROGRAM
FOR FINAL PROGRAM ENVIRONMENTAL IMPACT REPORT 627

ALTERNATIVE 2
Mitigation Monitoring and Reporting Program for Final Program Environmental Impact Report No. 627
John Wayne Airport
General Aviation Improvement Program

SCH No. 2017031072

May 2019
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1.1 INTRODUCTION

In accordance with the requirements of Public Resources Code Section 21081.6, and as part of its certification of the adequacy of Final Program Environmental Impact Report No. 627 (Final Program EIR 627) for the John Wayne Airport, Orange County (JWA” or “Airport) General Aviation Improvement Program (GAIP” or “Project), the Board of Supervisors (Board) of the County of Orange (County) adopts the following “Mitigation Monitoring and Reporting Program” (MMRP). The Board adopts this MMRP in its capacity as the lead agency for Final Program EIR 627 in accordance with the provisions of the California Environmental Quality Act (CEQA) (California Public Resources Code §21000 et seq.) and the State CEQA Guidelines (14 California Code of Regulations § 15000 et seq.).

The principal purpose of the MMRP is to ensure that the Board-approved mitigation measures for the adopted Project are reported and monitored so as to ensure compliance with the measures' requirements. In general, John Wayne Airport (JWA) is responsible for overseeing implementation and completion of the adopted mitigation measures. This includes the review of all monitoring reports, enforcement actions, and document disposition, unless otherwise noted in the attached MMRP Table. However, the Board retains overall responsibility for verifying implementation of all adopted mitigation measures.

1.2 MITIGATION MONITORING PROCEDURES

The County is the designated lead agency for the MMRP. JWA is the department responsible for review of all monitoring reports, enforcement actions, and document disposition, unless otherwise noted in the MMRP Table.

1.3 MITIGATION MONITORING AND REPORTING PLAN

The MMRP is provided in tabular format to facilitate effective tracking and documentation of the status of Mitigation Program. Although regulatory requirements and standard conditions, which are described below, are not considered mitigation, the County has included these provisions in the MMRP to ensure the tracking and implementation of the measures. Additionally, Final Program EIR 627 included several minimization measures, which have been adopted to further reduce potential impacts although the impacts have not been identified as significant. All these elements are included in the Mitigation Program adopted with Final Program EIR 627. The attached MMRP Table provides the following monitoring information:

- **Mitigation Program.** The text of all adopted Regulatory Requirements, Standard Conditions of Approval, Minimization Measures and Mitigation Measures that will serve to avoid or minimize impacts. The components are defined as follows:
  - **Regulatory Requirements.** These regulations are based on local, State, or federal regulations or laws that are frequently required independently of CEQA review and also serve to offset or prevent specific impacts. Typical regulatory requirements include compliance with the provisions of the California Building Code.
Code, South Coast Air Quality Management District Rules, local agency fees, etc. Additional requirements may be imposed on the Project by government agencies during the approval process, as appropriate. These regulatory requirements are not unique to the Project but have been identified to facilitate the reader's understanding of the established requirements applicable to the Project. Adherence to these requirements, as applicable, will be verified or applied during the development review and/or ministerial permit processes (e.g. building permit).

- **Standard Conditions of Approval.** The County of Orange has adopted a set of Standard Conditions of Approval. These are conditions frequently required independently of CEQA review that serve to offset or prevent specific impacts; however, there is not a formally adopted regulation. When an adopted Orange County Standard Condition of Approval is identified, the number of the condition is listed in parentheses. Adherence to these conditions will be verified or applied during the development review and/or ministerial permit processes (e.g. building permit).

- **Minimization Measures.** The County has agreed to incorporate minimization measures into the Project. A minimization measure is a condition proposed to reduce an adverse effect of the Project even when that effect does not result in a significant impact.

- **Mitigation Measures.** Where a potentially significant environmental effect has been identified and is not reduced to a level considered less than significant through the application of a regulatory requirement or standard conditions of approval, Project-specific mitigation measures have been identified.

- **Approving or Verifying Authority.** The County Department(s) or other public agency(ies) responsible for overseeing the implementation and completion of each mitigation measure.

- **Date of Completion.** The date the mitigation measure is completed. (This column of the MMRP Table is to be filled in by the approving/verifying authority at a later date.)
ACRONYM LIST

The following are acronyms used in the Mitigation Monitoring Matrix:

A
AES Aesthetics
AQ Air Quality

B
BIT Biennial Inspection of Terminals
BMP Best Management Practices
Board County of Orange Board of Supervisors

C
Cal/OSHA California Department of Occupational Safety and Health
CALGreen California Green Building Standards
CC&Rs Covenants, Conditions, and Restrictions
CCR California Code of Regulations
CEQA California Environmental Quality Act
CFR Code of Federal Regulations
CHP California Highway Patrol
CMSD Costa Mesa Sanitation District
CNEL Community Noise Equivalent Level
County County of Orange
CSLB Contractors State License Board
CULT Cultural Resources

D
DAMP Drainage Area Management Plan
dB Decibel

E
EIR Environmental Impact Report
EIR 617 2014 Final Environmental Impact Report No. 617, John Wayne Airport Settlement Agreement Amendment
ESCP Erosion and Sediment Control Plan

F
FAA Federal Aviation Administration
FAR Federal Aviation Regulation
FBO Fixed Based Operator

G
GAIP General Aviation Improvement Program
GHG Greenhouse Gas Emissions
GIS Geographic Information Systems
GSE Ground Support Equipment

H
HAZ Hazardous Materials
HCA Health Care Agency

J
JWA John Wayne Airport, Orange County
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<th>Acronym</th>
<th>Definition</th>
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<td>LID</td>
<td>Low Impact Development</td>
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<td>LU</td>
<td>Land Use</td>
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<td>MLD</td>
<td>Most Likely Descendent</td>
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<td>MM</td>
<td>Mitigation Measure</td>
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<td>MMRP</td>
<td>Mitigation Monitoring and Reporting Plan</td>
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<td>MN</td>
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<td>NAHC</td>
<td>Native American Heritage Commission</td>
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<td>NMS</td>
<td>Noise Monitoring Station</td>
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<td>NOx</td>
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<td>NPDES</td>
<td>National Pollutant Discharge Elimination System</td>
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<td>O&amp;M</td>
<td>Operation and Maintenance</td>
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<td>OC</td>
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<td>Orange County Fire Authority</td>
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<td>OCSD</td>
<td>Orange County Sanitation District</td>
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<td>RR</td>
<td>Regulatory Requirement</td>
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<td>RWQCB</td>
<td>Regional Water Quality Control Board</td>
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<td>SC</td>
<td>Standard Condition</td>
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<td>SCAQMD</td>
<td>South Coast Air Quality Management District</td>
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<td>SENEL</td>
<td>Single Event Noise Exposure Level</td>
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<td>SIC</td>
<td>Standard Industrial Classification</td>
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<td>SIP</td>
<td>Sound Insulation Program</td>
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<td>SPCC</td>
<td>Spill Prevention, Control, and Countermeasure</td>
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<td>SWPPP</td>
<td>Storm Water Pollution Prevention Plan</td>
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<td>TCR</td>
<td>Tribal Cultural Resources</td>
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<td>U</td>
<td>Ultra Low Emission Vehicle</td>
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<td>UTL</td>
<td>Utilities</td>
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<tr>
<td>VOC</td>
<td>Volatile Organic Compound</td>
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<td>WDID</td>
<td>Waste Discharge Identification</td>
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<td>WQ</td>
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<tr>
<td>MN AES-2</td>
<td>Prior to issuance of building permit for projects with solar panels</td>
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Prior to issuance of any building permit for individual general aviation projects at JWA, the contractor shall file a Notice of Proposed Construction or Alteration (FAA Form 7460-1) with the FAA regional office that will show compliance with the Federal Aviation Regulations (FAR) Part 77 regulation, as it relates to building or structure heights, markings, lighting, and other standards. The FAA’s Determination of No Hazard shall be submitted to the County prior to the start of construction.

Construction contract specifications for any phase of development where the Airport property on the southwest corner of Irvine Avenue and Bristol Street South (i.e., golf course area) will be used as a construction laydown area/staging area, shall include security fencing with opaque screening around the construction sites and staging areas to block the ground-level views of the site. No removal of trees shall be allowed at the staging area.

Prior to issuance of a building permit for any project proposing the use of solar panels, the applicant shall prepare an evaluation of glare and glint on surrounding land uses and effects on navigation. The evaluation shall include description of the number, style, and placement of all solar panels. Additionally, evaluation shall include an analysis consistent with FAA guidance on evaluating solar technologies at the Airport. The evaluation shall be approved by the John Wayne Airport, Deputy Director, Facilities.
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<td><strong>AIR QUALITY</strong></td>
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<td><strong>RR AQ-1</strong></td>
<td>During construction, the developer shall comply with South Coast Air Quality Management District (SCAQMD) Rules 402 and 403, in order to minimize short-term emissions of dust and particulates. SCAQMD Rule 402 requires that air pollutant emissions not be a nuisance off site. SCAQMD Rule 403 requires that fugitive dust be controlled with the best available control measures so that the presence of such dust does not remain visible in the atmosphere beyond the property line of the emission source. This requirement shall be included as notes on the contractor specifications. Table 1 of Rule 403 prescribes the Best Available Control Measures that are applicable to all construction projects. The developer shall provide the Manager of Building &amp; Safety, or designee, with an SCAQMD-approved Dust Control Plan or other sufficient proof of compliance with Rule 403, prior to issuance of a grading permit.</td>
<td>Identification of requirement in construction contract specifications; Submittal of Dust Control Plan prior to issuance of grading permit; Implementation ongoing throughout construction</td>
<td>Manager of Building &amp; Safety, or designee</td>
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<td><strong>RR AQ-2</strong></td>
<td>Architectural coatings shall be selected so that the volatile organic compound (VOC) content of the coatings is compliant with SCAQMD Rule 1113. This requirement shall be included as notes on the contractor specifications. The specifications for each project within the GAIP area shall be reviewed by the Manager of Building &amp; Safety, or designee, for compliance with this requirement prior to issuance of a building permit.</td>
<td>Identification of requirement in construction contract specifications; Verification of implementation during construction</td>
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<td>Mitigation Program</td>
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<td><strong>MN AQ-1</strong> JWA shall require architectural coatings applied to the East and West Access Roads be low VOC coatings. Specifically, JWA shall require the use of a paint for markings with less than 50 grams of VOC emissions per liter of paint.</td>
<td>Identification of requirement in construction contract specifications; Verification of implementation during construction</td>
<td>JWA Deputy Airport Director, Facilities Development or Designee</td>
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<td><strong>MN AQ-2</strong> General Aviation FBOs shall employ Zero Emission Vehicle (ZEV) GSE where available (e.g., tugs, water carts, lavatory carts, other ramp service equipment/vehicles) for 90 percent or greater of the GSE operating hours. Where ZEVs are not available, vehicles shall meet Ultra Low Emission Vehicle (ULEV) requirements. Where ULEVs are not available, and only diesel fuel engine trucks are available, the diesel-fueled truck shall comply with the On-Road Heavy-Duty Diesel Vehicles (In-Use) Regulation. FBOs shall maintain monthly records regarding GSE type, make, model, year, fuel type, horsepower (if non-electric), and hours in-use. Monthly records are subject to audit and verification by JWA. These records shall be provided to JWA annually in June.</td>
<td>Requirement in lease agreement/Reporting ongoing</td>
<td>JWA Deputy Airport Director, Facilities Development or Designee</td>
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<td><strong>MM AQ-1</strong> JWA shall require heavy-duty, off-road, diesel-powered construction equipment to meet or exceed the USEPA’s Tier 4 off-road emissions engine standards during Airport construction in order to reduce construction-related NOx emissions.</td>
<td>Identification of requirement in construction contract specifications; Verification of implementation during construction</td>
<td>JWA Deputy Airport Director, Facilities Development or Designee</td>
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<tr>
<th>Mitigation Program</th>
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<th>County Department or Other Agency for Review/Approval</th>
<th>Completion Date</th>
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<tbody>
<tr>
<td>RR CULT-1 Human Remains. If human remains are encountered during ground-disturbing activities, Section 7050.5 of the California Health and Safety Code states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition of the materials pursuant to Section 5097.98 of the California Public Resources Code. The provisions of Section 15064.5 of the California Environmental Quality Act Guidelines shall also be followed. The County Coroner must be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner shall notify the Native American Heritage Commission (NAHC). The NAHC will determine and notify a Most Likely Descendent (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The descendent must complete the inspection within 24 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials. These requirements shall be included as notes on the contractor specification and verified by the OC Development Services Department, prior to issuance of grading permits.</td>
<td>Identification in construction contract specifications prior to issuance of grading permit; implemented during construction</td>
<td>OC Development Services Department</td>
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### Mitigation Program

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<tbody>
<tr>
<td>SC CULT-1 Prior to the issuance of the first grading permit, the applicant shall provide written evidence to the Manager, Building and Safety, that applicant has retained a County-certified archaeologist, to observe grading activities and salvage and catalogue archaeological resources as necessary. The archaeologist shall be present at the pre-grade conference, shall establish procedures for archaeological resource surveillance, and shall establish, in cooperation with the applicant, procedures for temporarily halting or redirecting work to permit the sampling, identification, and evaluation of the artifacts as appropriate. If the archaeological resources are found to be significant, the archaeological observer shall determine appropriate actions, in cooperation with the project applicant, for exploration and/or salvage. Prior to the release of the grading bond the applicant shall obtain approval of the archaeologist's follow-up report from the Manager, Building and Safety. The report shall include the period of inspection, an analysis of any artifacts found and the present repository of the artifacts. The archaeologist shall prepare excavated material to the point of identification. Applicant shall offer excavated finds for curatorial purposes to the County of Orange, or its designee, on a first refusal basis. These actions, as well as final mitigation and disposition of the resources, shall be subject to the approval of the Manager, Building and Safety. Applicant shall pay curatorial fees if an applicable fee program has been adopted by the Board of Supervisors, and such fee program is in effect at the time of presentation of the materials to the County of Orange or its designee, all in a manner</td>
<td>Prior to issuance of grading permit</td>
<td>Manager of Building &amp; Safety, or designee</td>
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<tr>
<td>Mitigation Program</td>
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<tr>
<td>SC CULT-2</td>
<td>Prior to issuance of grading permit</td>
<td>Manager of Building &amp; Safety, or designee</td>
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Prior to the issuance of the first grading permit, the project applicant shall provide written evidence to the Manager, Building and Safety, that applicant has retained a County certified paleontologist to observe grading activities and salvage and catalogue fossils as necessary. The paleontologist shall be present at the pre-grade conference, shall establish procedures for paleontological resource surveillance, and shall establish, in cooperation with the applicant, procedures for temporarily halting or redirecting work to permit sampling, identification, and evaluation of the fossils. If the paleontological resources are found to be significant, the paleontologist shall determine appropriate actions, in cooperation with the applicant, to ensure proper exploration and/or salvage.

Prior to the release of the grading bond the applicant shall submit the paleontologist's follow up report for approval by the Manager, Building and Safety. The report shall include the period of inspection, a catalogue and analysis of the fossils found, and the present repository of the fossils. Applicant shall prepare excavated material to the point of identification, and offer excavated finds for curatorial purposes to the County of Orange, or its designee, on a first refusal basis. These actions, as well as final mitigation and disposition of the resources, shall be subject to approval by Manager, Building and Safety. Applicant shall pay curatorial fees if an applicable fee program has been adopted by the Board of Supervisors, and such fee program is in effect at the time of presentation of the materials to the County of Orange or its designee, all in a manner meeting the approval of
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<td>the Manager, Building and Safety (County Standard Condition of Approval A04)</td>
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**GREENHOUSE GAS EMISSIONS**

**RR GHG-1** GAIP facilities must be designed in accordance with the applicable Title 24 Energy Efficiency Standards for Residential and Nonresidential Buildings (California Code of Regulations [CCR], Title 24, Part 6). These standards are updated, approximately every three years, to incorporate improved energy efficiency technologies and methods. The Manager of Building & Safety, or designee shall ensure compliance prior to the issuance of each building permit.

In conjunction with Site Plan Review

Manager of Building & Safety or designee

JWA Deputy Airport Director, Facilities Development or designee

**RR GHG-2** GAIP facilities must be designed in accordance with applicable requirements of the California Green Building Standards (CALGreen) Code (24 CCR 11). The Manager of Building & Safety, or designee shall ensure compliance prior to the issuance of each building permit.\(^{16}\)

In conjunction with Site Plan Review

Manager of Building & Safety, or designee

JWA Deputy Airport Director, Facilities Development or designee

**MN GHG-1** JWA shall require that all general aviation-related development and uses facilitated by approval of the GAIP comply with applicable measures set forth in its Climate Action Plan. This compliance requirement shall be set forth in all leasehold agreements for GAIP-related development. Additionally, compliance with building design-related measures shall be verified by JWA Deputy Director, Facilities or designee, prior to the issuance of building permits for GAIP-related development.

Requirement in lease agreement; Verified during Site Plan Review and ongoing

JWA Deputy Airport Director, Facilities Development or designee

\(^{16}\) CALGreen Appendix A4 contains the voluntary measures (Tier 1 and Tier 2) that were developed to provide a statewide method of enhancing green construction practiced beyond the Code’s minimum levels. It should be noted, although RR UTL-2 identifies compliance with the California Green Building Standards Code, the John Wayne Airport Climate Action Plan requires fixed based operators and vendors to meet stringent energy efficiency requirements equivalent of CalGreen Tier 1 and Envision Gold or higher for applicable components of GAIP facilities. This requirement is identified in the consistency evaluation with the CAP, provided in Table 4.4-10, item E-11 (included in Section 4.4, Greenhouse Gas Emissions).
## Mitigation Program

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<tr>
<td>RR HAZ-1</td>
<td>Identification in construction contract specifications prior to issuance of demolition permit; Implemented during demolition or construction</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
</tr>
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</table>

**HAZARDS AND HAZARDOUS MATERIALS**

Prior to the start of demolition or construction at the facilities, an asbestos abatement work plan shall be prepared in compliance with federal, State, and local regulations for any necessary removal and disposal of such materials, (including, but not limited to, 40 CFR 61 Subpart M, Occupational Safety and Health Administration 8 CCR 1529, and South Coast Air Quality Management District Rule 1403) and shall include: (1) demolition plans and specifications incorporating any necessary abatement measures for the removal of materials containing asbestos or assumed to contain asbestos in compliance with federal, State, and local regulations; (2) A licensed California Department of Occupational Safety and Health contractor, certified by the CSLB and registered with Cal/OSHA shall perform all “asbestos-related work” that disturbs asbestos-containing materials or asbestos-containing construction materials at the facilities; (3) All persons who may come into contact with any asbestos-containing material during demolition, construction, and maintenance at the facilities shall be notified in writing to avoid removal or disturbance of the asbestos-containing material; (4) any suspect material not identified but assumed to contain asbestos disturbed during the course of demolition shall require a cease work order and examination by a California Department of Industrial Relations Division of Occupational Safety and Health certified asbestos consultant; (5) all known asbestos-containing material or asbestos-containing construction material, to the extent that the asbestos-containing material or asbestos-containing construction material becomes friable, must be removed prior to demolition; and (6) asbestos-containing waste material that is generated during...
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<tbody>
<tr>
<td>demolition at the facilities shall be properly handled and disposed of in compliance with applicable federal, State, and local regulations.</td>
<td>Identification in construction contract specifications prior to issuance of demolition permit; Implemented during demolition or construction</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
</tr>
<tr>
<td>RR HAZ-2 Prior to the start of any construction/demolition at the facilities, a lead-based paint/lead-containing paint abatement work plan shall be prepared in compliance with federal, State, and local regulations (including, but not limited to Occupational Safety and Health Administration CCR Title 17 Section 37000-37100 and Title 8 Section 1532.1 and South Coast Air Quality Management District Rule 301) for any necessary removal and disposal of such materials. The work plan implementing these regulations shall also include the following elements as per the Hazardous Materials Survey Report: (1) demolition plans and specifications shall incorporate any necessary abatement measures for the removal of materials containing lead-based paint and/or lead-containing paint in compliance with federal, state, and local regulations; (2) paints identified as lead-based and in poor condition (peeling or chipped) and all loose, flaking, or otherwise deteriorated lead paint shall be stabilized prior to any other construction-related activity and/or demolition on site. The stabilization process must be completed by California Department of Public Health Certified Workers under a California Department of Public Health Certified Supervisor, and all loose and flaking paint shall be removed from all work areas; (4) lead-based paints, i.e., paint on the floor of Hangar 62, in good condition may be left in place if exposure to employees and the environment is controlled and the lead-containing waste is properly tested and disposed based on the test results; (5) compliance with recommendations contained in a negative exposure assessment, which</td>
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### Mitigation Program

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<tr>
<td>has been prepared meeting Cal-OSHA standards, for the appropriate handling of materials tested, via XRF, and found to contain lead in amounts that may be a source of exposure to workers or may not meet testing limits for disposal including ceramic tiles in the restrooms prior to renovation or demolition; and (6) work area preparations as well as adequate worker protection and employee exposure monitoring and material testing as it relates to disposal will be required during any equipment demolition activity.</td>
<td>Identification in construction contract specifications prior to issuance of building permit; Implemented during demolition or construction</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
<td>Manager of Building &amp; Safety or designee</td>
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</table>

**RR HAZ-3**

All transportation of hazardous materials at the facilities is regulated at the federal (Title 49 of the *Code of Federal Regulations ["49 CFR"]*) and State (Title 13 of the *California Code of Regulations [13 CCR]*) levels and requires compliance with all applicable federal, State, and local regulations pertaining to hazardous materials to ensure that the risk associated with the use and storage of the materials, after transport to JWA, is minimal. All hazardous materials shall be handled in full compliance with applicable requirements, and the necessary permits maintained by JWA. Carriers responsible for the transportation of hazardous materials are required to have a hazardous materials transportation license, issued by the California Highway Patrol (CHP). All fuel deliveries from suppliers within California will comply with all applicable requirements of the CHP’s biennial inspection of terminals (BIT) program.
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<tr>
<td>RR HAZ-4</td>
<td>In conjunction with Site Plan Review</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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<tr>
<td><strong>A Spill Prevention, Control, and Countermeasure Plan</strong> or an amendment to an existing SPCC may be required to address the additional fueling related activities prior to construction of the self-service fueling station. The JWA Environmental Engineer shall determine if an amendment to an existing SPCC Plan or a new plan is required. Prior to the self-service fueling station becoming operational, said document, would be prepared in compliance with the requirements of the U.S. Environment Protection Agency as provided for in 40 CFR Section 112 to the satisfaction of the JWA Environmental Engineer.</td>
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<tr>
<td>RR HAZ-5</td>
<td>In conjunction with Site Plan Review</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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17 The need for a technical amendment to the Plan requires engineering judgment. Examples of when a technical amendment is required includes, but is not limited to, the replacement, reconstruction, or installation of oil transfer piping systems. Oil is defined to include any kind or in any form, including, but not limited to: fats, oils, or greases of animal, fish, or marine mammal origin; vegetable oils, including oils from seeds, nuts, fruits, or kernels; and, other oils and greases, including petroleum, fuel oil, sludge, synthetic oils, mineral oils, oil refuse, or oil mixed with wastes other than dredged spoil. (Wood 2016 [definition taken from 40 CFR Section 112.2 – Definitions])
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<tr>
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<tr>
<td><strong>SC HAZ-1</strong></td>
<td>Prior to the issuance of a building permit for installation of an industrial oven, spray booth, powder-coating operation, dust collection equipment, welding operation, refrigeration system, or other hazardous equipment, the applicant shall provide the Manager, Permit Services with a clearance from OCFA, or other Local Fire Agency (if applicable), indicating plan compliance with Fire Code and all guidelines specific to the operation. (County Standard Condition FP02)</td>
<td>Manager, Permit Services with a clearance from the Orange County Fire Authority</td>
<td></td>
</tr>
<tr>
<td><strong>SC HAZ-2</strong></td>
<td>Prior to the issuance of a grading permit or building permit, whichever comes first, for installation of an aboveground or an underground tank used for the storage of flammable, combustible, or hazardous liquids, the applicant shall provide the Manager, Permit Services with a clearance from OCFA indicating compliance with Guideline G-08.</td>
<td>Manager, Permit Services with a clearance from the Orange County Fire Authority</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
</tr>
<tr>
<td><strong>SC HAZ-3</strong></td>
<td>Prior to the issuance of a building permit, the applicant shall provide the Manager, Permit Services with a clearance from OCFA, or other Local Fire Agency (if applicable), indicating compliance with Guideline G-06.</td>
<td>Manager, Permit Services with a clearance from the Orange County Fire Authority</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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<td>B. Prior to the final inspection approval, the applicant shall provide the Manager, Permit Services with a clearance from OCFA, or other Local Fire Agency (if applicable), indicating a “Hazardous Materials Disclosure Chemical Inventory and Business Emergency Plan” packet has been submitted to the</td>
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18. This is a County Standard Condition of Approval; therefore, the wording has not been changed from the text of the adopted condition. However, it should be noted the lease agreements do not permit all these activities to occur on the Airport.


20. Guideline G-06 is an OCFA document titled *Completion of the Chemical Classification Packet*. The current version is dated January 1, 2017.
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<tr>
<td>OCFA for review and approval. (County Standard Condition FP15)</td>
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<tr>
<td><strong>SC HAZ-4</strong> Applicant/operator shall store, manifest, transport, and dispose of all on-site generated waste that meets hazardous materials criteria in accordance with the California Code of Regulations Title 22 and in a manner to meet the satisfaction of the Manager, Health Care Agency (HCA)/Hazardous Materials Program. Applicant shall keep storage, transportation, and disposal records on site and open for inspection by any government agency upon request. Applicant shall store used oil filters in a closed, rainproof container that is capable of containing all used oil and shall manage the container as specified in Title 22, Chapter 30, Division 4, Section 66828 of the California Code of Regulations. (County Standard Condition RC02)</td>
<td>In conjunction with Site Plan Review; Implementation ongoing</td>
<td>Manager, Health Care Agency/Hazardous Materials Program</td>
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<tr>
<td><strong>LAND USE AND PLANNING</strong></td>
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<tr>
<td><strong>MN LU-1</strong> In conjunction with the review of design and construction plans for GAIP facilities adjacent to 3000 Airway Avenue, Costa Mesa, California, the applicant shall ensure, and the JWA Deputy Airport Director, Facilities, or designee shall verify, that secured gate access, used to facilitate the movement of cargo and other items into and out of the Airport, is maintained for an adequate connection to Perimeter Road. The precise location and configuration of the gate may be modified within this parcel but the function of the gate shall not be compromised.</td>
<td>In conjunction with Site Plan Review</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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</table>
Starting with the 2015 Annual Noise Report, the annual noise contours presented in the report will be used by the County of Orange/JWA to identify parcels with noise sensitive uses (i.e., residences, schools, or churches) that are newly located either partially or completely within the 65 CNEL contour as compared to their location relative to the 65 CNEL contour in the 2013 Annual Contours, which will serve as the baseline condition. All uses that were established before 1985 and have not been insulated under the previous AIP will be eligible for evaluation under the SIP described in Mitigation Measure (617) N-3. Those uses with an average interior noise levels exceeding 45 CNEL will be eligible for insulation under the SIP described in Mitigation Measure (617) N-3.

For those uses with interior noise levels less than 45 CNEL, the amount of outdoor-to-indoor noise reduction for each habitable room will be recorded. In each subsequent Annual Noise Report, the noise level impacting these uses and the measured noise reduction will be used to estimate the interior noise level. If the estimated interior noise level exceeds 45 CNEL, then the use will be eligible for re-evaluation in the form of new interior noise level measurements. If the interior noise level in any habitable room exceeds 45 CNEL, then the use will be eligible for the SIP described in Mitigation Measure (617) N-3.

Starting with the 2015 Annual Noise Report
JWA Deputy Airport Director, Facilities Development or designee

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21 Final Program EIR 627 identifies that residential units that will be included in the future (2026) 65 CNEL contour that do not have avigation easements and have not received prior sound attenuation from the Airport would be eligible for participation in the Sound Insulation Program (SIP) adopted in conjunction with the 2014 Settlement Agreement Amendment. The following four measures ((617) LU-1 and (617) N-1 through (617) N-3) are taken from MMRP for the 2014 Settlement Agreement Amendment.
### Mitigation Program

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<tr>
<td><strong>617 N-1</strong></td>
<td>Starting with the 2015 Fourth Quarter Noise Report, the annual noise levels at NMS 1S, 2S, and 3S will be compared by the County of Orange to the 2013 annual noise levels. If the noise levels have increased by 1.5 dB or more at any of these NMS, all noise sensitive uses represented by that NMS (i.e., that is the closest NMS to the parcel) that have not been previously insulated under the 1985 AIP will be eligible for evaluation for participation in the Sound Insulation Program (SIP) as described in Mitigation Measure (617) N-3. Those uses with interior noise levels exceeding an average of 45 CNEL will be eligible for insulation under the SIP as described in the mitigation measure. For those uses with interior noise levels less than 45 CNEL, the amount of outdoor-to-indoor noise reduction for each habitable room will be recorded. In each subsequent Fourth Quarter Noise Report, the noise level impacting these uses and the measured noise reduction will be used to estimate the interior noise level. If the estimated interior noise level exceeds an average of 45 CNEL, then the use will be eligible for re-evaluation in the form of new interior noise level measurements. If the interior noise level in any habitable room exceeds an average of 45 CNEL, then the use will be eligible for the SIP described in Mitigation Measure (617) N-3.</td>
<td>Starting with the 2015 Fourth Quarter Noise Report</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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<tr>
<td><strong>617 N-2</strong></td>
<td>Starting with the 2015 Fourth Quarter Noise Report, the annual noise levels at NMS 1S, 2S, and 3S will be compared by JWA to the 2013 annual noise levels. If the noise levels have increased by 1.0 dB or more at any of these NMS, all noise sensitive uses represented by that NMS (i.e., that is the closest NMS to the parcel) exposed to noise levels of 65 CNEL or greater that have not been previously insulated under the 1985 AIP will be eligible for evaluation for participation in the Sound Insulation Program (SIP) as described in Mitigation Measure (617) N-3.</td>
<td>Starting with the 2015 Fourth Quarter Noise Report</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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<td>Mitigation Program</td>
<td>Timing of Mitigation</td>
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<tr>
<td>Program (SIP) as described in Mitigation Measure (617) N-3. Those uses with interior noise levels exceeding 45 CNEL will be eligible for insulation under the SIP as described in the mitigation measure. For those uses with interior noise levels less than 45 CNEL, the amount of outdoor-to-indoor noise reduction for each habitable room will be recorded. In each subsequent Fourth Quarter Noise Report, the noise level impacting these uses and the measured noise reduction will be used to estimate the interior noise level. If the estimated interior noise level exceeds an average of 45 CNEL then the use will be eligible for re-evaluation in the form of new interior noise level measurements. If the interior noise level in any habitable room exceeds an average of 45 CNEL then the use will be eligible for the SIP described in Mitigation Measure (617) N-3. 617 N-3 The only practical way to mitigate indoor noise levels is through a Sound Insulation Program (SIP). Mitigation Measure (617) LU-1, as described in the Section 4.5, Land Use [of Final EIR 617], and Mitigation Measures (617) N-1 and (617) N-2, described above, will determine the sensitive land uses that will be eligible for participation in the SIP described below as Mitigation Measure (617) N-3. FAA regulations require that residences be exposed to an outdoor noise level of 65 CNEL or greater and interior noise levels greater than 45 CNEL for FAA or Airport funds to be used for sound insulation. The referring Mitigation Measures, (617) LU-1, (617) N-1, and (617) N-2, will ensure the outdoor noise criterion is met. The interior noise level criterion will be determined in the evaluation phase of Mitigation Measure (617) N-3. Sensitive uses with</td>
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<tr>
<td>Completion of measures (617) LU-1, (617) N-1 and (617) N-2</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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The FAA guidance for implementing sound insulation programs specifically states that the average noise level in all habitable rooms of a residence or all educational spaces in school must be greater than 45 CNEL for the use to be eligible for sound insulation funded by the Airport or FAA. However, the County’s noise standards specifically require that the noise level in any habitable room or educational space must be less than 45 CNEL. This is implied in the City of Newport Beach’s noise standards, as well. Under CEQA, the lead agency’s noise standard is used to determine impacts. Therefore, a noise sensitive use is considered significantly impacted if the noise level in any habitable room or educational space exceeds 45 CNEL.

As discussed below, the Airport will request that the FAA waive its requirement that the average noise level in all habitable rooms or educational spaces exceed 45 CNEL in order for sound insulation to be funded by the FAA or Airport in order that all noise related impacts are mitigated to a less than significant level in a timely manner. If the FAA does not agree to waive this requirement, then uses with one or more habitable rooms or educational spaces exceeding 45 CNEL but with the average noise level in all habitable rooms or educational spaces less than 45 CNEL would be significantly and unavoidably impacted as there is no other funding source for a SIP. However, these uses would be eligible for insulation when and if the average noise level exceeded 45 CNEL. As discussed in Mitigation Measures, (617) LU-1, (617) N-1, and (617) N-2, if an individual land use is not eligible for insulation because the interior noise level does not exceed 45 CNEL, there are criteria for re-evaluation. If
Mitigation Program

the annual report noise levels and previous evaluation measurements indicate that the use may meet the interior noise requirement it will be re-evaluated for insulation eligibility.

**Part 1, Evaluation**: When Mitigation Measures (617) LU-1, (617) N-1, or (617) N-2 determines that a noise sensitive use is significantly impacted based on measured noise levels and the relevant significance thresholds, that use will be evaluated by the County of Orange for eligibility for sound insulation. The evaluation will be performed by measuring the indoor noise levels for each habitable room or educational space. If the average noise level in all habitable rooms or education spaces of a use is greater than an average of 45 CNEL then the use will be eligible for sound insulation. Additionally, if the average noise level is less than 45 CNEL, any use with a noise level greater than an average of 45 CNEL in any habitable room or educational space also will be eligible for sound insulation if the FAA waives its requirement that noise levels be averaged across all habitable rooms or education spaces.

Per FAA guidance, noise levels will be measured with all windows and doors closed. Uses with measured interior noise levels less than 45 CNEL that do not have an existing central ventilation system, but rely on keeping windows open for air circulation will be eligible for a Continuous Positive Ventilation System. Implementation of such a system will be dependent on meeting the FAA requirements for implementation of such a system.

**Part 2, Sound Insulation Program**: Schools or residences that have interior noise levels exceeding 45 CNEL as determined by the evaluation measurements...
Mitigation Program | Timing of Mitigation | County Department or Other Agency for Review/Approval | Completion Date
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will be eligible for sound insulation. The implementation of sound insulation will depend on satisfying the FAA criteria described in Chapter 812 of Order 5100.38C Airport Improvement Program Handbook.

Note that as an alternative to providing sound insulation, an impacted property may also be mitigated by converting an incompatible use to a compatible use or removing the incompatible use.

**NOISE**

**RR NOI-1** The Orange County Municipal Code Article 3 Section 2-1-30, General Aviation Noise Ordinance, prohibits nighttime general aviation operations for operations that exceed the specified SENEL noise limit at each of the noise monitoring locations.

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<tr>
<td>RR NOI-1</td>
<td>Ongoing</td>
<td>JWA Manager, Access and Noise Office</td>
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</table>

**SC NOI-1** Except when the interior noise level exceeds the exterior noise level, the applicant shall sound attenuate all nonresidential structures against the combined impact of all present and projected noise from exterior noise sources to meet the interior noise criteria as specified in the Noise Element and Land Use/Noise Compatibility Manual.

Prior to the issuance of any building permits, the applicant shall submit to the Manager, Building and Safety, an acoustical analysis report prepared under the supervision of a County-certified acoustical consultant which describes in detail the exterior noise environment and the acoustical design features required to achieve the interior noise standard and which indicates that the sound attenuation measures specified have been incorporated into the design of the project. (County Standard Condition N02)

<table>
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<tr>
<th>Mitigation Program</th>
<th>Timing of Mitigation</th>
<th>County Department or Other Agency for Review/Approval</th>
<th>Completion Date</th>
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<tbody>
<tr>
<td>SC NOI-1</td>
<td>Prior to the issuance of building permits</td>
<td>Manager, Building and Safety</td>
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<td>Mitigation Program</td>
<td>Timing of Mitigation</td>
<td>County Department or Other Agency for Review/Approval</td>
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<tr>
<td><strong>TRANSPORTATION/TRAFFIC</strong></td>
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<td>SC TRA-1: Prior to the issuance of any grading permits, the applicant shall provide adequate sight distance per Standard Plan 1117 at all street intersections, in a manner meeting the approval of the Manager, OC Infrastructure/Traffic Engineering. The applicant shall make all necessary revisions to the plan to meet the sight distance requirement such as removing slopes or other encroachments from the limited use area in a manner meeting the approval of the Manager, Building and Safety. (County Standard Condition of Approval T10)</td>
<td>Prior to the issuance of any grading permits</td>
<td>Manager, OC Infrastructure/Traffic Engineering</td>
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<tr>
<td><strong>TRIBAL CULTURAL RESOURCES</strong></td>
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<tr>
<td>MN TCR-1 Tribal Cultural Resources Observation and Salvage.</td>
<td>Prior to issuance of grading permit</td>
<td>Manager, Permit Services</td>
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<tr>
<td>Prior to the issuance of any grading permit in which native soil is disturbed, the applicant shall provide written evidence to the Manager, Permit Services, that a Native American monitor has been retained to observe grading activities in native sediment and to salvage and catalogue tribal cultural resources as necessary. The Native American monitor, which shall be a representative of a tribe with ancestral connection to the land, shall be present at the pre-grade conference, shall establish procedures for tribal cultural resource surveillance, and shall establish, in cooperation with the County, procedures for temporarily halting or redirecting work to permit the sampling, identification, and evaluation of the tribal cultural resource as appropriate. If the tribal cultural resources are found to be significant, the Native American observer shall determine appropriate actions, in cooperation with the County for exploration and/or salvage.</td>
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<tr>
<th>UTILITIES</th>
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<th>Timing of Mitigation</th>
<th>County Department or Other Agency for Review/Approval</th>
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<tr>
<td>RR UTL-1</td>
<td>In conjunction with the development of the GAIP projects, building plans and site improvement plans shall show compliance with pertinent regulations of CMSD and/or OCSD related to sewer system connections, installation of on-site facilities for industrial dischargers and food service establishments (e.g., pretreatment equipment, pollution control facilities, spill containment facilities, accidental slug control plans, and monitoring/metering facilities), as well as obtain the necessary discharge permits and comply with the discharge limits, prohibitions, monitoring and reporting, inspection and sampling, and other provisions of the permit. Compliance shall be in a manner meeting the approval of the Manager, Building and Safety compliance prior to issuance of any building permit.</td>
<td>In conjunction with Site Plan Review</td>
<td>Manager, Building and Safety JWA Deputy Airport Director, Facilities Development or designee</td>
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<tr>
<td>RR UTL-2</td>
<td>In conjunction with the development of the GAIP projects, building plans and site improvement plans shall demonstrate compliance with applicable non-residential mandatory measures in the California Green Building Standards Code (CALGreen Code) and the County’s Landscape Water Use Standards in a manner meeting the approval of the Manager, Building and Safety compliance prior to issuance of any building permit.</td>
<td>In conjunction with Site Plan Review</td>
<td>Manager, Building and Safety JWA Deputy Airport Director, Facilities Development or designee</td>
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</table>

CALGreen Appendix A4 contains the voluntary measures (Tier 1 and Tier 2) that were developed to provide a statewide method of enhancing green construction practiced beyond the Code’s minimum levels. It should be noted, although RR UTL-2 identifies compliance with the California Green Building Standards Code, the John Wayne Airport Climate Action Plan requires fixed based operators and vendors to meet stringent energy efficiency requirements equivalent of CalGreen Tier 1 and Envision Gold or higher for applicable components of GAIP facilities. This requirement is identified in the consistency evaluation with the CAP, provided in Table 4.4-10, item E-11 (included in Section 4.4, Greenhouse Gas Emissions).
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<td>RR UTL-3</td>
<td>In conjunction with Site Plan Review</td>
<td>Manager, Building and Safety JWA Deputy Airport Director, Facilities Development or designee</td>
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**WATER QUALITY**

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<tr>
<td>RR WQ-1</td>
<td>In conjunction with Site Plan Review; Implementation during construction</td>
<td>Manager, Building and Safety JWA Deputy Airport Director, Facilities Development or designee</td>
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If groundwater is encountered during ground disturbance activities at JWA, the contractor shall provide evidence to the County that it has applied for coverage under Order No. R8-2015-0004 for the disposal of acceptable construction dewatering discharges to the local storm drainage system, through the submission of a copy of the completed Notice of Intent for the project and Santa Ana Regional Water Quality Control Board’s (RWQCB’s) Discharge Authorization Letter. The contractor shall comply with the discharge prohibitions; conduct groundwater testing to show the discharge would not exceed the set effluent limitations and applicable surface water limitations, including the provision of needed facilities and systems of treatment and control to meet the limitations; and implement a monitoring and reporting program.

If the proposed discharge is not eligible for coverage under this Order, an individual National Pollutant Discharge Elimination System (NPDES) permit shall be obtained. The contractor shall provide a copy of the NPDES permit to the Orange County Building and Safety Division and implement the conditions of approval during construction dewatering activities.
<table>
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<th>Mitigation Program</th>
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<tr>
<td>SC WQ-1</td>
<td>Prior to issuance of grading or building permits</td>
<td>Manager, Building and Safety JWA Deputy Airport Director, Facilities Development or designee</td>
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Prior to the issuance of any grading or building permits, the applicant shall submit for review and approval by the Manager, Building and Safety, a Water Quality Management Plan (WQMP) specifically identifying Best Management Practices (BMPs) that will be used on site to control predictable pollutant runoff. The applicant shall utilize the Orange County Drainage Area Management Plan (DAMP), Model WQMP, and Technical Guidance Manual for reference, and the County’s WQMP template for submittal. This WQMP shall include the following:

- Detailed site and project description
- Potential storm water pollutants
- Post-development drainage characteristics
- Low Impact Development (LID) BMP selection and analysis
- Hydromodification Control BMP selection and analysis
- Structural and Non-Structural source control BMPs
- Site design and drainage plan (BMP Exhibit)
- Geographic Information Systems (GIS) coordinates for all LID and Treatment Control BMPs
- Operation and Maintenance (O&M) Plan that (1) describes the long-term operation and maintenance requirements for BMPs identified in the BMP Exhibit; (2) identifies the entity that will be responsible for long-term operation and maintenance of the referenced BMPs; and (3) describes the mechanism for funding the long-term operation and maintenance of the referenced BMPs.
The BMP Exhibit from the approved WQMP shall be included as a sheet in all plan sets submitted for plan check, and all BMPs shall be depicted on these plans. Grading and building plans must be consistent with the approved BMP exhibit. (County Standard Condition WQ01)

**SC WQ-2**

Prior to the issuance of a certificate of use and occupancy, the applicant shall demonstrate compliance with the County’s NPDES Implementation Program in a manner meeting the satisfaction of the Manager, Orange County (OC) Inspection, including:

- Demonstrate that all structural Best Management Practices (BMPs) described in the BMP Exhibit from the project’s approved WQMP have been implemented, constructed, and installed in conformance with approved plans and specifications
- Demonstrate that the applicant has complied with all non-structural BMPs described in the project’s WQMP
- Submit for review and approval an Operations and Maintenance (O&M) Plan for all structural BMPs (the O&M Plan shall become an attachment to the WQMP)
- Demonstrate that copies of the project’s approved WQMP (with attached O&M Plan) are available for each of the initial occupants
- Agree to pay for a Special Investigation from the County of Orange for a date twelve (12) months after the issuance of a Certificate of Use and Occupancy for the project to verify compliance with the approved WQMP and O&M Plan

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<tr>
<td>The BMP Exhibit from the approved WQMP shall be included as a sheet in all plan sets submitted for plan check, and all BMPs shall be depicted on these plans. Grading and building plans must be consistent with the approved BMP exhibit. (County Standard Condition WQ01)</td>
<td>Prior to the issuance of a certificate of use and occupancy</td>
<td>Manager, Orange County Inspection JWA Deputy Airport Director, Facilities Development or designee</td>
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Mitigation Program | Timing of Mitigation | County Department or Other Agency for Review/Approval | Completion Date
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- Demonstrate that the applicant has RECORDED one of the following:
  1. The covenants, conditions, and restrictions (CC&Rs) (that must include the approved WQMP and O&M Plan) for the project’s Home Owner’s Association
  2. A water quality implementation agreement that has the approved WQMP and O&M Plan attached
  3. The final approved Water Quality Management Plan (WQMP) and Operations and Maintenance (O&M) Plan (County Standard of Approval WQ02)

**SC WQ-3** Prior to the issuance of any grading or building permits, the applicant shall demonstrate compliance with California’s General Permit for Stormwater Discharges Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number or other proof of filing in a manner meeting the satisfaction of the Manager, Permit Intake. Projects subject to this requirement shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). A copy of the current SWPPP shall be kept at the project site and be available for County review on request. (County Standard of Approval WQ04)

Prior to issuance of grading or building permits | Manager, Permit Intake JWA Deputy Airport Director, Facilities Development or designee | 
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<tr>
<td>SC WQ-4</td>
<td>Prior to the issuance of any grading or building permit, the applicant shall submit an Erosion and Sediment Control Plan (ESCP) in a manner meeting approval of the Manager, Permit Intake, to demonstrate compliance with the County’s NPDES Implementation Program and state water quality regulations for grading and construction activities. The ESCP shall identify how all construction materials, wastes, grading or demolition debris and stockpiles of soil, aggregates, soil amendments, and other on-site materials shall be properly covered, stored, and secured to prevent transport into local drainages or coastal waters by wind, rain, tracking, tidal erosion, or dispersion. The ESCP shall also describe how the applicant will ensure that all BMPs will be maintained during construction of any future public rights-of-way. The ESCP shall be updated as needed to address the changing circumstances of the project site. A copy of the current ESCP shall be kept at the project site and be available for County review on request. (County Standard of Approval WQ05)</td>
<td>Prior to issuance of grading or building permits</td>
<td>Manager, Permit Intake, JWA Deputy Airport Director, Facilities Development or designee</td>
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### Mitigation Program Table

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<tr>
<td><strong>SC WQ-5</strong></td>
<td>Prior to issuance of building permits for any tank or pipeline</td>
<td>Manager, Permit Intake in consultation with the Orange County Fire Authority, the Orange County Health Care Agency and wastewater agencies</td>
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<td>Prior to Certificates of Use and Occupancy</td>
<td>Manager, OC Inspection</td>
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<td>Prior to Certificates of Use and Occupancy</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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<tr>
<td><strong>SC WQ-6</strong></td>
<td>Prior to grading or building permit close-out and/or the issuance of a certificate of use and occupancy</td>
<td>Manager, OC Inspection</td>
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<td></td>
<td>Prior to grading or building permit close-out and/or the issuance of a certificate of use and occupancy</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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23 Alternatively, the facility may provide documentation to be added to the Airport's existing SWPPP and demonstrate the BMPs implemented by the facility meet the requirements of the Industrial General Permit.
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

May 7, 2019

WHEREAS, the County of Orange (“County”) is the owner and operator of John Wayne Airport, Orange County (“JWA” or “Airport”) and provides both general aviation and commercial air carrier facilities and services at the Airport; and

WHEREAS, beginning in 1923, the Airport began operating as a privately owned general aviation facility and first became a publicly owned facility in 1939; and

WHEREAS, general aviation services and facilities at JWA have not been comprehensively studied since 1990 and the character of general aviation has changed significantly since that time; and

WHEREAS, multiple factors supported conducting a comprehensive evaluation of general aviation facilities at this time, including, but not limited to, (1) the introduction of new aircraft into, and other changes within, the general aviation fleet; (2) the advanced age of some of JWA’s general aviation structures and resultant need for improvements; (3) the need to ensure compliance with Federal Aviation Administration (“FAA”) requirements related to proximity of buildings and airfield roadways to taxiways and runways; and (4) the expiration of a number of general aviation-related long term leases; and

WHEREAS, in 2015, the Airport initiated a comprehensive study of general aviation facilities and services at JWA, began meetings with stakeholders and development of goals and objectives for the purpose of evaluating and planning for the future needs of the general aviation community at the Airport; and

WHEREAS, this comprehensive study was designated the General Aviation Improvement Program (“GAIP”); and

WHEREAS, the GAIP would be implemented in the area of the Airport currently utilized for general aviation and would serve to maximize the efficiency and safety of facilities; and

WHEREAS, an environmental impact report (“EIR”) process, as defined by the California Environmental Quality Act (“CEQA”) (California Public Resources Code, Sections 21000 et seq.) was initiated and a program level EIR was prepared pursuant to CEQA, the CEQA Guidelines, and the County’s Local CEQA Procedures Manual to address the potential environmental impacts associated with the GAIP; and

WHEREAS, this EIR was designated as Program EIR 627; and

WHEREAS, Program EIR 627 addressed a Proposed Project and Alternative 1 at an equal level of detail, and a reasonable range of alternatives, including Alternative 2, Alternative 3 and
WHEREAS, Alternative 3, as designated in Program EIR 627, is hereinafter known as the GAIP “Project Proposed for Approval”; and

WHEREAS, in accordance with Section 15063 of the CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq.), the County prepared an Initial Study/Environmental Checklist (“Initial Study”) for the GAIP and distributed it, along with the Notice of Preparation (“NOP”) of a Program EIR, to responsible and interested agencies and key interest groups for comment during a thirty (30) day public review period from March 30, 2017 to May 1, 2017; and

WHEREAS, a public scoping meeting was held on April 12, 2017, to solicit input from interested parties on the content of the Program EIR for the GAIP; and

WHEREAS, on September 20, 2018, the County published the Notice of Availability of Draft Program EIR 627 (SCH No. 2017031072); and

WHEREAS, Draft Program EIR 627 was circulated for a forty-five (45) day public review period, but upon request was extended an additional fifteen (15) days, for a total review period of sixty (60) days to November 21, 2018; and

WHEREAS, during the public review period, a public meeting was held on September 26, 2018, to review the findings of the Draft Program EIR and solicit input from interested parties, and a transcript of this meeting is included in the Responses to Comments document; and

WHEREAS, the County prepared responses to all written and oral comments received during the public review period; and

WHEREAS, on April 8, 2019, copies of the Responses to Comments were sent via overnight mail to all commenting agencies and on April 9, 2019, notices of the availability of the Responses to Comments were sent to all parties that submitted comments on the Draft Program EIR. On April 9, 2019, the Responses to Comments were also posted on the JWA website and a notice was published in The Orange County Register regarding the availability of the Responses to Comments and the date for the Board of Supervisors hearing; and

WHEREAS, on April 15, 2019, copies of the updated Responses to Comments were sent via overnight mail to all commenting agencies and the updated Responses to Comments were also posted on the JWA website to notify the public of the availability of an updated Responses to Comments Volume 2A and a change in the date for the Board of Supervisors hearing. Additionally, on April 18, 2019, notices of availability of the updated Responses to Comments were sent to all parties that submitted comments on the Draft Program EIR. On April 22, 2019, a notice was also published in The Orange County Register; and
WHEREAS, the Orange County Airport Commission held a special public meeting on April 17, 2019 to receive and consider public testimony with respect to the GAIP, and continued this Airport Commission special meeting to its regularly scheduled meeting of May 1, 2019; and

WHEREAS, on April 15, 2019, the County provided notice of the April 17, 2019 Airport Commission special meeting on the GAIP and Final Program EIR 627, in accordance with the Ralph M. Brown Act, Government Code Section 54956; and

WHEREAS, on April 15, 2019, the County provided to the Commission copies of the entire Agenda packet and other materials identified above for the April 17, 2019 Airport Commission special meeting; and

WHEREAS, on April 26, 2019 the County provided notice of the Airport Commission regularly scheduled meeting of May 1, 2019 on the GAIP and Final Program EIR 627, in accordance with the Ralph M. Brown Act, Government Code Section 54950, et seq.; and

WHEREAS, the Airport Commission has reviewed and considered all such materials for the GAIP and Final Program EIR 627, as identified above; and

WHEREAS, on May 1, 2019, the Orange County Airport Commission voted 3 - 1 to continue the GAIP agenda item for thirty (30) days for further discussion and consideration; and

WHEREAS, in accordance with Section 15132 of the State CEQA Guidelines, Final Program EIR 627 consists of:

a. Draft Program EIR 627 and all appendices, technical reports, survey reports, and site assessment reports to the extent applicable thereto;
b. Comments and Responses to Comments on Draft Program EIR 627, including a list of all persons, organizations, and public agencies commenting on the Draft Program EIR;
c. Proceedings of the public meeting held on the Draft Program EIR on September 26, 2018;
d. Transmittal package to the Orange County Airport Commission dated April 17, 2019 (and continued to May 1, 2019);
e. Minutes of the Orange County Airport Commission special meeting held April 17, 2019 and its regular meeting held May 1, 2019;
f. Transmittal package to the Board of Supervisors dated April 23, 2019;
g. Supplemental transmittal package to the Board of Supervisors dated May 2, 2019;
h. Proceedings of the Board of Supervisors meeting held on May 7, 2019;
i. Public testimony provided at the Board of Supervisors meeting held on May 7, 2019;
j. Board of Supervisors’ Resolutions relating to the GAIP Project Proposed for Approval and Final Program EIR 627, including all attachments thereto;
k. Any other written materials relevant to the Board’s compliance with CEQA or its decision on the merits of the Project Proposed for Approval, including any documents or portions thereof, that were released for public review, relied upon in the environmental documents prepared for the Project Proposed for Approval, or
WHEREAS, Section 21081 of the Public Resources Code and Section 15091 of the State CEQA Guidelines require that this Board make one or more of the following findings prior to approving or carrying out a project for which an EIR has been prepared identifying one or more significant effects of the project, together with a statement of facts in support of each finding:

(1) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR;

(2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can or should be adopted by such other agency.

(3) Specific economic, legal, social, technological or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

NOW, THEREFORE BE IT RESOLVED that the County of Orange, as the airport proprietor of JWA:

1. Has reviewed and considered Final Program EIR 627 (State Clearinghouse No. 2017031072) as the Lead Agency under CEQA and finds that it is adequate, complete and contains all information required by CEQA, the State CEQA Guidelines, and the County Local CEQA Procedures Manual.

2. Has provided, and will continue to provide, Final Program EIR 627, on file with the County of Orange John Wayne Airport, 3160 Airway Avenue, Costa Mesa, California 92626.

3. Finds that Final Program EIR 627 has identified all significant environmental effects of the Project Proposed for Approval (referred to as Alternative 3 in Final Program
EIR 627) and has analyzed a range of reasonable alternatives to the Project Proposed for Approval, as set forth in the CEQA Findings, Facts in Support of the Findings, and Statement of Overriding Considerations (“Findings”), which are incorporated by reference, made an express part of this Resolution and attached to this Resolution as “Exhibit A.”

4. Adopts the appropriate finding(s) set forth in Section 21081 of the Public Resources Code and Section 15091 of the State CEQA Guidelines with respect to each significant environmental effect identified in Final Program EIR 627, and each alternative considered in Final Program EIR 627, and the explanation of its reasoning with respect to each finding is set forth in the Findings.

5. Finds that although Final Program EIR 627 identifies certain significant environmental effects that may occur with implementation of the Project Proposed for Approval, all significant effects that feasibly can be mitigated or avoided have been reduced to an acceptable level by imposition of mitigation measures, all of which have been identified in Final Program EIR 627 and described in the attached Findings; and all of which are adopted by this Board to mitigate the environmental effects of the Project Proposed for Approval.

6. Finds that the unavoidable significant environmental effects of the Project Proposed for Approval, as identified in the attached Findings, have been lessened substantially in their severity by the imposition of mitigation measures identified in the attached Findings. This Board also finds that the remaining unavoidable significant environmental effects are outweighed by the economic, social, and other benefits of the Project Proposed for Approval, as set forth in the Statement of Overriding Considerations, as identified in the attached Findings.

7. Adopts the Statement of Overriding Considerations, as identified in the attached Findings, which supports and justifies approval of the Project Proposed for Approval notwithstanding certain unavoidably significant environmental effects that feasibly cannot be mitigated to below a level of significance.

8. Finds the MMRP, which is incorporated by reference, made an express part of the Resolution and attached to this Resolution as “Exhibit B,” establishes a mechanism and procedure for implementing and verifying the implementation of, and compliance with, the adopted mitigation measures pursuant to Public Resources Code Section 21081.6, and this Board adopts the Mitigation Monitoring and Reporting Program.

9. Finds that Final Program EIR 627 has described a reasonable range of alternatives to the Project Proposed for Approval that feasibly could obtain the basic objectives of the project (including the No Project Alternative), even when these alternatives might impede the attainment of project objectives and might be more costly.

10. Finds that there is substantial evidence in the record to support the conclusions and findings before this Board.

11. Finds that significant new information has not been added to Final Program EIR 627 since the circulation of the Draft Program EIR such that recirculation for additional public review is necessary pursuant to State CEQA Guidelines Section 15088.5. The Board further finds that no information has been presented showing new significant effects and that no feasible alternative that would clearly lessen the significant physical environmental effects identified in the Final Program EIR has been proposed and rejected by this Board.
12. Finds, based on Final Program EIR 627, that the Project Proposed for Approval will not involve removal of coastal sage scrub habitat, or result in a net loss in Reserve System acreage or a net loss in sub-regional habitat values, and the Project Proposed for Approval will be implemented in accordance with the applicable provisions of the Central-Coastal Sub-regional NCCP/HCP and associated state and federal permits.

13. Finds that Final Program EIR 627 reflects the independent review and judgement of the County.

14. Finds that Final Program EIR 627 serves as adequate, complete, and appropriate environmental documentation for the Project Proposed for Approval.

15. Certifies Final Program EIR 627 as complete and adequate in that Final Program EIR 627 addresses all environmental effects of the Project Proposed for Approval and fully complies with the requirements of CEQA, the State CEQA Guidelines and the County’s local CEQA Procedures Manual.
EXHIBIT A

CEQA FINDINGS, FACTS IN SUPPORT OF FINDINGS, AND STATEMENT OF OVERRIDDING CONSIDERATIONS FOR FINAL PROGRAM ENVIRONMENTAL IMPACT REPORT 627

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1.0 INTRODUCTION

1.1 STATUTORY REQUIREMENTS FOR FINDINGS

The California Environmental Quality Act ("CEQA") (California Public Resources Code, Section 21081) and the State CEQA Guidelines ("the Guidelines") (California Code of Regulations, Title 14, Section 15091 and 15093) require that no public agency approve or carry out a project in which a certified Environmental Impact Report ("EIR") identifies one or more significant effects of the project on the environment unless it (the public agency) makes one or more written findings for each significant effect, accompanied by a brief explanation of the rationale for each finding. Section 15091 of the Guidelines states the following:

a) No public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:

1) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR;

2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can or should be adopted by such other agency.

3) Specific economic, legal, social, technological or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

b) The findings required by subdivision (a) shall be supported by substantial evidence in the record.

c) The finding in subdivision (a)(2) shall not be made if the agency making the finding has concurrent jurisdiction with another agency to deal with identified feasible mitigation measures or alternatives. The finding in subdivision (a)(3) shall describe the specific reasons for rejecting identified mitigation measures and project alternatives.

d) When making the findings required in subdivision (a)(1), the agency shall also adopt a program for reporting on or monitoring the changes which it has either required in the project or made a condition of approval to avoid or substantially lessen significant environmental effects. These measures must be fully enforceable through permit conditions, agreements, or other measures.
e) The public agency shall specify the location and custodian of the documents or other materials which constitute the record of the proceedings upon which its decision is based.

f) A statement made pursuant to Section 15093 does not substitute for the findings required by this section.

Section 15093 of the Guidelines states the following:

a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological or other benefits, including region-wide or statewide environmental benefits of a proposed project, against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological of other benefits, including region-wide or statewide environmental benefits, or a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered “acceptable.”

b) When the lead agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the final EIR and/or other information in the record. The statement of overriding considerations shall be supported by substantial evidence in the record.

c) If an agency makes a statement of overriding considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination. This statement does not substitute for, and shall be in addition to, findings required pursuant to Section 15091.

In addition, CEQA requires a public agency to make a finding that the EIR reflects the public agency’s independent review and judgment. Therefore, in accordance with the provisions of CEQA and the Guidelines, the Orange County Board of Supervisors (“Board”), acting in its capacity as the CEQA lead agency and the proprietor of John Wayne Airport ("JWA" or "Airport"), expressly finds that Final EIR 627 (SCH No. 2017031072) for the John Wayne Airport General Aviation Improvement Program (“GAIP”) reflects the County’s independent review and judgment.

Final Program EIR 627 (or “Final Program EIR”) identifies significant or potentially significant environmental effects, prior to and after mitigation, which may occur as a result of the Board’s approval of the GAIP. In accordance with the provisions of CEQA and the Guidelines, the Board adopts these Findings as part of its certification of Final Program EIR 627.
1.2 ORGANIZATION/FORMAT OF FINDINGS

In compliance with the statutory requirements, the Findings are organized as follows:

1. Introduction to the CEQA Findings, Facts in Support of Findings, and Statement of Overriding Considerations for Final EIR 627.

2. An overview of background, including applicable regulations that must be considered in conjunction with the approval of the GAIP, including the Project Proposed for Approval.

3. Description of the GAIP and the Project Proposed for Approval, including an overview of the discretionary actions required for the Project approval and a statement of the Project Objectives.

4. Findings regarding the environmental impacts that were determined as a result of the Initial Study, Notice of Preparation (“NOP”), and consideration of comments received during the NOP comment period that were assessed as having no impact and did not receive further evaluation in the Draft Program EIR.

5. Findings regarding potentially significant effects identified in the Final Program EIR, which the County has determined would be less than significant with applicable standard conditions of approval, or regulatory requirements identified in the Draft Program EIR. This section includes environmental impacts that were initially identified as less than significant through the Initial Study process, but nonetheless were discussed and analyzed in the Draft Program EIR and confirmed in the Draft Program EIR to be less than significant.

6. Findings regarding potentially significant or significant effects identified in the Final Program EIR which the County has determined, with feasible mitigation measures identified in the Draft Program EIR, are less than significant.

7. Findings regarding significant effects identified in the Final Program EIR that cannot be feasibly mitigated to below the level of significance.

8. Findings regarding project alternatives.


Each category that discusses the environmental impacts of the Project Proposed for Approval, identifies the significance of the effects; applicable regulatory requirements, standard conditions of approval and mitigation measures relevant to the specific effects being considered; and the findings and facts in support of those findings.

To the extent relevant, the above enumerated components of these Findings are accompanied by a discussion of significant effects, mitigation measures relevant to the specific effects being considered, findings, and facts in support of those findings.
1.3 **RECORD OF PROCEEDINGS**

For purposes of CEQA and these Findings of Fact, the Record of Proceedings for the Final Program EIR 627 consists of the following documents and other evidence, at a minimum:

- Draft Program EIR 627 and Appendices A through I, technical reports, survey reports, and site assessment reports to the extent applicable, thereto;
- Comments and Responses to Comments (Volumes 1A, 1B, 2A, and 2B) on Draft EIR Program 627, which includes a list of all persons, organizations, and public agencies commenting on the Draft Program EIR;
- Proceedings of the public meeting held on the Draft Program EIR, on September 26, 2018, held at the JWA Administrative Offices;
- Transmittal package to the Orange County Airport Commission for the special meeting on April 17, 2019;
- Minutes of the Orange County Airport Commission special meeting held April 17, 2019 and the regularly scheduled meeting held May 1, 2019;
- Transmittal package to the Board of Supervisors for their April 23, 2019 meeting;
- Supplemental transmittal package to the Board of Supervisors dated May 2, 2019;
- Public testimony provided at the Board of Supervisors meeting held on May 7, 2019;
- Board of Supervisors’ Resolutions Nos. 19-__ and 19-__ relating to the GAIP and Final Program EIR 627, including all attachments thereto;
- The Mitigation Monitoring and Reporting Program.
- The Agenda Staff Report prepared and resolutions adopted by the County of Orange in connection with the Project.
- Matters of common knowledge to the County, including but not limited to federal, State, and local laws and regulations.
- Any documents expressly cited in these Findings of Fact.
- Any other relevant materials required to be in the record of proceedings by Section 21167.6(e) of the California Public Resources Code.
- All attachments and documents incorporated by reference identified in items a. through n. above, including the non-privileged, retained files on the Project. All such Project documents and materials, and Record of Proceedings, listed and identified above are fully incorporated by reference into these Findings.

1.4 **LOCATION AND CUSTODIAN OF DOCUMENTS**

The documents and other materials that constitute the record of proceedings on which these Findings of Fact are based are at the Airport Administrative Office, located at 3160 Airway Avenue, Costa Mesa, California. The custodian for these documents is the County of Orange. Copies of the documents that constitute the record of proceedings are, and at all relevant times have been and will be, available upon request at the County of Orange. This information is
provided in compliance with Section 21081.6(a)(2) of the California Public Resources Code and with the California Code of Regulations, Title 14, Chapter 3, Section 15091(e).

1.5 PROGRAM LEVEL EIR

Final Program EIR 627 was prepared as a Program EIR pursuant to CEQA and the Guidelines. Section 15165 of the State CEQA Guidelines states, “where individual projects are, or a phased project is, to be undertaken and where the total undertaking comprises a project with significant environmental effect, the Lead Agency shall prepare a single program EIR for the ultimate project as described in Section 15168.”

As a Program EIR, it is recognized that the GAIP would be implemented over a period of years. As such, subsequent activities would be examined in light of the Final Program EIR to determine whether additional CEQA documentation would be required pursuant to the requirements of Section 21166 of CEQA (i.e., California Public Resources Code, Section 21166) and Sections 15162 and 15168 of the State CEQA Guidelines for subsequent site development approvals.

1.6 ENVIRONMENTAL REVIEW AND PUBLIC PARTICIPATION

In conformance with CEQA and the State CEQA Guidelines, the County conducted an extensive environmental review of the Project. This process included an initial project scoping with outreach to agencies and the public for input on the issues to be evaluated in the Draft Program EIR; the public review of the Draft Program EIR; and preparation of Responses to Comments on all written comments received during the public review period for the Draft Program EIR. The following is an overview of the major milestones in the environmental review and public participation process:

- In accordance with Section 15063 of the State CEQA Guidelines, the County prepared an Initial Study/Environmental Checklist for the GAIP and distributed it along with the Notice of Preparation ("NOP") to responsible and interested agencies and key interest groups. The NOP was distributed to 75 individuals and agencies for a 30-day review period beginning on March 30, 2017. In addition, email notices regarding the availability of the NOP on the JWA website were sent to all the lessees at the Airport, and the NOP was posted on the JWA website.

- A Scoping Meeting was held on April 12, 2017, from 6:00 to 8:00 PM at the JWA Administrative Office in the Airport Commission Meeting Room to facilitate agency and public review and comment on the NOP. Approximately 30 people attended the Scoping Meeting (28 people signed the sign-in sheet). A total of 13 comment letters were received during the 30-day NOP review period. The NOP, distribution list, and all comments received on the NOP have been included in Appendix A of the Draft Program EIR.

- In compliance with Section 15087 of the State CEQA Guidelines, the County of Orange circulated a Notice of Completion and copies of Draft Program EIR 627 (State Clearinghouse No. 2017031072) to the State Clearinghouse, responsible and trustee agencies, local agencies, and any other interested parties for a 45-day public review period. The public review period began on September 20, 2018, and was noticed as ending November 6, 2018. The Draft Program EIR consists of the following elements:
A Notice of Availability of the Draft Program EIR and for the September 26, 2018 public meeting was published in The Orange County Register, on September 20, 2018, as well as posted on the John Wayne Airport website. Notices were also sent (via U.S. mail or email, dependent on the contact information provided) to attendees of the public scoping meeting or parties that had requested the Airport add their contact information to the mailing list. A total of 756 notices were sent to various agencies, elected officials, organizations, businesses, and individuals.

Copies of the Draft Program EIR, supporting technical appendices, and cited or referenced studies or reports were made available for review at the JWA Administrative Offices located at 3160 Airway Avenue in Costa Mesa, California 92626. The Draft Program EIR and technical appendices were also available online at www.ocair.com/DEIR627 and at 11 local branch libraries.
A public meeting was held on September 26, 2018 at the JWA Administrative Offices in Costa Mesa. The presentation at the public meeting provided an overview of the GAIP and the findings of the Draft Program EIR. The public was also given an opportunity to provide input on the Draft Program EIR and to ask questions about the Project. Eight individuals provided public comments at the meeting during the public comment period of the meeting; however, additional comments were made during the public presentation portion of the meeting. A transcript of the public meeting was prepared and is included in Volume 1B, of the Responses to Comments of the Final Program EIR.

Prior to the end of the public review period, the County received requests for a time extension. The County extended the review period until November 21, 2018, resulting in a 60-day public review period. In conjunction with the time extension, the County of Orange sent letters on November 1, 2018 to all the original recipients of the Draft Program EIR and the Notice of Availability to inform them of the time extension. In addition, a notice of time extension was published in the Orange County Register. The notice was also posted on the JWA website.

A total of 288 comment letters/cards/e-mails were received during the 60-day review period. Of these, 150 letters were a standardized form letter. Additionally, a number of the commenters submitted the same set of comments more than once or in multiple formats (i.e., electronically and hard copy). In addition, 28 comment letters/cards/e-mails were received after the end of the public review period, 10 of which are the standardized form letter, and one comment letter was sent to a member of the Board of Supervisors. Although the County is not required to respond to late comments, written responses to these comments have been prepared and are included in the Responses to Comments.

As required by Section 15132(d) of the CEQA Guidelines, the Final Program EIR responds to comments regarding “significant environmental points raised in the review and consultation process”. Many of the comments received do not identify any environmental issues or questions on the adequacy of the Draft Program EIR; therefore, pursuant to CEQA, no response is required. However, as part of these Responses to Comments, information is provided to enhance the commenters’ understanding of the GAIP. The majority of this information is contained in the Draft Program EIR.

The Responses to Comments component of the Final Program EIR provides additional information in responses to comments and questions from agencies and the public. This additional information does not constitute significant new information requiring recirculation but rather, the additional information merely clarifies, amplifies, or makes minor modifications in an adequate Draft Program EIR. The Board of Supervisors finds that this additional information does not constitute significant new information requiring recirculation but rather, that the additional information merely clarifies, amplifies, or makes insignificant modifications in an adequate EIR. Specifically, the Board of Supervisors finds that the additional information (including the changes described above), does not show that any of the following would occur:

(1) A new significant environmental impact would result from implementation of the Project or from a new mitigation measure proposed to be implemented.
(2) A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.

(3) A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the Project, but the Project's proponents decline to adopt it.

(4) The Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

In summary, the Board of Supervisors hereby finds that no significant new information has been added to the Final EIR since public notice was given of the availability of the Draft EIR that would require recirculation of the EIR.

- In keeping with the requirements of Section 21092.5 of CEQA, which requires the Lead Agency to provide a copy of the written response to each public agency that commented on the Draft Program EIR, the County of Orange provided an electronic copy of the Responses to Comments to the public agencies that commented. In addition, the County sent a notification of the availability of the Responses to Comments to all parties that commented on the Draft Program EIR. The notice also provided detail on the hearing dates before the Orange County Airport Commission and the Board of Supervisors. The notices were sent at least ten days prior to the Board of Supervisors certifying the Final Program EIR. The Responses to Comments, which becomes part of the Final Program EIR, was released on April 9, 2019 and posted on the Airport's website. The notice was also published in The Orange County Register on April 9, 2019.

- An updated Volume 2A was posted to the Airport’s website on April 15, 2019 to provide an attachment inadvertently missing in the original document. Copies of the updated Responses to Comments were also sent via overnight mail to all commenting agencies, which were received on April 16, 2019. Notices were sent on April 18, 2019 to all parties that submitted comments on the Draft Program EIR to notify the public of the availability of an updated Responses to Comments Volume 2A and a change in the date for the Board of Supervisors hearing. A notice was also published in The Orange County Register on April 22, 2019.

- A notice was published in The Orange County Register on Monday, April 22, 2019 regarding the availability of an updated Responses to Comments Volume 2A and a change in the date for the Board of Supervisors hearing.

- The Orange County Airport Commission held a special meeting on April 17, 2019, which was continued to a regularly scheduled meeting on May 1, 2019. There was an opportunity for the public to address the Commission and provide public testimony at each of these meetings.

- This item appeared on the agendas for the April 23, 2019 and May 7, 2019 meetings of the Orange County Board of Supervisors, in the Board Chambers at 333 West Santa Ana Boulevard in Santa Ana, California. A notice of time, place, and purpose of the aforesaid meeting was provided in accordance with CEQA and the County’s noticing requirements. There was an opportunity for the public to address the Board and provide public testimony at the May 7, 2019, meeting.
1.7 **Mitigation Monitoring and Reporting Program**

As required by Public Resources Code Section 21081.6, the Board, in adopting these findings, also adopts the Mitigation Monitoring and Reporting Program ("MMRP") developed for the GAIP. The MMRP complies with the requirements to identify the method by which the adopted measure will be implemented; the responsible party for verifying the measure has been satisfactorily completed; the method of verification; and the appropriate time or phase for the implementation of each mitigation measure. The MMRP is designed to ensure that, during implementation of the GAIP, the County and other responsible parties will comply with the adopted mitigation measures, summarized below.

The MMRP, which is provided as Exhibit B to the Resolution, incorporates all components of the Mitigation Program identified in the Final Program EIR 627. The Mitigation Program identified in Final Program EIR 627 includes both mitigation measures ("MM") and minimization measures ("MN"). A mitigation measure is a Project-specific measure that has been developed to reduce a potentially significant impact. A minimization measure is a condition proposed to reduce an adverse effect of the Project even when that effect does not result in a significant impact. As such minimization measures go beyond the requirements of CEQA. In addition, to facilitate tracking the MMRP includes the regulatory requirements and standard conditions of approval, which are also identified in the Final Program EIR. The regulatory requirements are based on local, State, or federal regulations or laws that are frequently required independently of CEQA review and also serve to offset or prevent specific impacts. The standard conditions of approval are taken from the County of Orange adopted Standard Conditions of Approval. These are conditions frequently required independently of CEQA review that serve to offset or prevent specific impacts; however, there is not a formally adopted regulation.

Recognizing this is a Program EIR, certain details of the Project design are unknown at this time. During subsequent levels of approval, the County will have the discretion to substitute a different, environmentally equivalent, measure that would result in the same or superior effect on the environment as those described in this Program EIR. It should also be noted, additional mitigation measures and requirements may also be required in association with approval of subsequent levels of planning in accordance with the law.
2.0 PROJECT LOCATION AND BACKGROUND

2.1 PROJECT LOCATION

The GAIP would be implemented at JWA, which is within an unincorporated area of Orange County and a portion within the City of Costa Mesa boundary. Although the Airport encompasses approximately 504 acres, the aviation activities at JWA are located on approximately 400 acres. Aviation activities are located south of Interstate ("I") 405, north of State Route ("SR") 73, west of MacArthur Boulevard, and east of Airway Avenue. The Airport area is surrounded by the cities of Newport Beach, Irvine, and Costa Mesa, as well as several unincorporated County islands.

Permanent improvements associated with the GAIP will be located on both sides of the runways in the area currently used for general aviation activities (i.e., south of the Airport Way on the east side and south of Paularino Avenue on the west side of the Airport). Construction staging/laydown areas are identified on Airport property located in the southwest quadrant of Bristol Street and Irvine Avenue and in a portion of the long-term parking lot located north of I-405 and south of Main Street.

2.2 PROJECT BACKGROUND

From 1923 to 1939, the Airport operated as a privately owned general aviation facility. JWA became a publicly owned facility in 1939. After serving as a military base during World War II, it was returned by the federal government to the County. A passenger terminal was built in 1967 but was demolished in 1994 after a new terminal and parking structure facilities opened in 1990. Through all of the improvements, the County remained committed to maintaining both general aviation and commercial aviation uses.

In 2016, general aviation accounted for the majority of JWA's total aircraft operations (takeoffs and landings). The level of general aviation at the Airport has varied over the years with a high of 503,829 operations in 1991 and a low of 174,726 in 2013. However, general aviation has consistently represented the majority of operations at the Airport. In 2016, there were 192,800 general aviation operations, which represents nearly 67 percent of the Airport's total number of operations (JWA 2017a). Although general aviation accounts for the majority of JWA's total aircraft operations, over the past approximately 25 years, there has been an overall decline (-19.2 percent) in general aviation aircraft based at JWA (JWA 2017b).

Historical general aviation trends have shown a consistent decline in single-engine aircraft since 1980 at the Airport. Multi-engine piston aircraft experienced a sharp decline in the early 1990s and have continued to decrease, although at a slower rate; turbine-powered aircraft (turbo prop and jet) experienced variable growth at the Airport. Business jet operations steadily increased from 2003 to 2006, where it tapered to around 25,000 in annual operations and has remained relatively stable since then (AECOM 2018). Although the Project Proposed for Approval would reduce the number of general aviation aircraft based at JWA and the total number of general aviation operations, the majority of the flights at the Airport would continue to be general aviation operations. Additionally, the physical area at the Airport dedicated to general aviation would remain unchanged.
A number of factors led to the proposed comprehensive update of JWA’s general aviation facilities. General aviation services and facilities at the Airport have not been comprehensively studied since 1990; and the character of general aviation has changed significantly since that time including, but not limited to (1) the introduction of new aircraft into, and other changes within, the general aviation fleet; (2) the advanced age of some of JWA’s general aviation structures and resultant need for improvements; (3) the need to ensure compliance with FAA requirements related to proximity of buildings to taxiways and runways; and (4) the fact that a number of general aviation-related long-term leases have expired or are nearing expiration.

JWA is the home base for more than 480 private general aviation aircraft including helicopters and single-engine, multi-engine, and turbine aircraft. Currently, JWA has two full-service Fixed Based Operators ("FBOs") (Atlantic Aviation and ACI Jet) and two limited service FBOs (Martin Aviation and Jay’s Aircraft Maintenance). The full service FBOs provide aircraft fueling services, supplies, aircraft maintenance, flying lessons, and other services at the Airport. The Airport is also home to three flight schools (Sunrise Aviation, Orange County Flight Center, and Revolution Aviation). In addition to 379 general aviation tie-down/hangar spaces leased by the County, tie-down and hangar spaces are also provided by FBOs and other leaseholders at the Airport.

As part of its ongoing efforts to operate JWA in a manner sensitive to the residents who live under the approach and departure corridors, the County of Orange has established a sophisticated Airport Noise Monitoring System ("ANMS"), which monitors aircraft noise levels and obtains accurate data regarding aircraft flight tracks and fleet mix. The noise levels of all commercial aircraft operations and many general aviation operations are recorded at 10 permanent noise monitoring stations ("NMS") around the Airport as part of the ANMS. Three of the NMS are located in Santa Ana Heights (1S, 2S, and 3S), which has been annexed by the City of Newport Beach; four are located in the City of Newport Beach (4S, 5S, 6S, and 7S), one is located in Irvine (8N), one is located in Santa Ana (9N), and one is located in Tustin (10N).

### 2.3 Applicable Regulatory Requirements and Programs

#### 2.3.1 Airport Noise and Capacity Act of 1990

A key federal regulation governing the operation of airports is the *Airport Noise and Capacity Act of 1990* ("ANCA;" 49 U.S.C. Section 47521 et seq.). In the legislative findings, the U.S. Congress explained that “aviation noise management is crucial to the continued increase in airport capacity” because “community noise concerns have led to uncoordinated and inconsistent restrictions on aviation that could impede the national air transportation system.” (49 United States Code [U.S.C.] Section 47521(1)-(2).) Therefore, the U.S. Congress emphasized that a "noise policy must be carried out at the national level." (49 U.S.C. Section 47521(3).) As a general matter, ANCA precludes the local imposition of noise and access restrictions that are not otherwise in accordance with the national noise policy.

A limited set of exemptions to the requirements of ANCA were provided upon ANCA’s enactment. ANCA’s limitations do not apply to JWA’s existing curfew for commercial carrier operations, limitations on the number of annual passengers, number of average daily departures, or similar existing limitations because the 1985 Settlement Agreement, as amended, is “an intergovernmental agreement including an airport noise or access restriction in effect on
November 5, 1990" (49 U.S.C. Section 47524(d)(3)). That being said, the exemptions do not extend to general aviation. The County, as the Airport proprietor is not allowed to place a cap on the number of general aviation operations at the Airport, without complying with the requirements of ANCA, including under most circumstances, prior FAA approval. Operational restrictions like those established in the JWA 1985 Settlement Agreement and enforced through the JWA Phase 2 Commercial Airline Access Plan and Regulation ("Access Plan") and the General Aviation Noise Ordinance are permitted only when an airport proprietor meets six specific and extremely difficult statutory criteria and receives approval from the Secretary of Transportation. Since the implementation of ANCA, no airport has successfully completed this review and approval process.

2.3.2 JWA PHASE 2 COMMERCIAL AIRLINE ACCESS PLAN AND REGULATION

The County’s Phase 2 Commercial Airline Access Plan and Regulation, also known as the Access Plan, provides definitions that must be used to determine whether an operation and/or operator at the Airport is “Regularly Scheduled Air Service” and/or a “Regularly Scheduled Commercial User” (see, Access Plan, Sections 2.39 and 2.40, respectively).

Section 2.39 defines “Regularly Scheduled Air Service” to include “... all operations conducted by a Regularly Scheduled Commercial User at JWA.” Operations which qualify under these definitional terms must comply with the regulations set forth in the Access Plan, including, but not limited to, the Million Annual Passenger (“MAP”) limitation at the Airport, which is provided in Section 2.26 of the Access Plan.

Section 2.40 defines “Regularly Scheduled Commercial User” as “...any person conducting aircraft operations at JWA for the purpose of carrying passengers, freight, or cargo where such operations: (i) are operated in support of, advertised, or otherwise made available to members of the public by any means for commercial air transportation purposes, and members of the public may travel or ship Commercial Cargo on the flights; (ii) the flights are scheduled to occur, or are represented as occurring (or available) at specified times and days; and (iii) the person conducts, or proposes to operate, departures at JWA at a frequency greater than two (2) times per week during any consecutive three (3) week period.”

General aviation operations, which do not fall within the definitional provisions of a “Regularly Scheduled Commercial User” or “Regularly Scheduled Air Service” set forth in Section 2.39 or 2.40 of the Access Plan must adhere to the regulations set forth in the General Aviation Noise Ordinance ("GANO"). There are no operational limitations placed on general aviation operations or general aviation passenger totals at the Airport. To the extent that general aviation charter operations fall within the definition of Section 2.39, they would need to comply with the provisions of the Access Plan, including the limitation on the number of passengers (i.e., the million annual passenger cap in the 2014 Settlement Agreement Amendment).

1 In adopting the 1985 Master Plan and as mitigation under EIR 508, the County adopted, modified, or left intact various operational restrictions for JWA, including limits on operations during certain nighttime hours, maximum permitted single-event noise levels at defined noise monitoring station locations, limitations on the number of average daily departures by commercial airplane operators, and various other restrictions.
2.3.3  GENERAL AVIATION NOISE ORDINANCE

The County's General Aviation Noise Ordinance ("GANO")\textsuperscript{2} establishes limitations on the maximum single event noise levels, which are applicable to both commercial and general aviation operations and noise restrictions applicable to nighttime operations (i.e., a curfew). The principal policy objective of the GANO is to exclude from operations at JWA general aviation aircraft which generate noise levels greater than the noise levels permitted for aircraft used by commercial air carriers.

The Airport maintains 10 permanent noise monitoring stations ("NMS") located to the north and south of the Airport. The GANO specifies noise limits at each NMS that vary by time of day. Compliance with the GANO is mandatory unless deviations are made necessary by air traffic control instructions, weather, a medical or in-flight emergency, or other safety considerations.

Generally, general aviation operations are permitted 24 hours a day, subject to daytime and nighttime noise limits. However, the curfew prohibits all regularly scheduled commercial operations and general aviation operations exceeding 86 dB SENEL at specified noise-monitoring terminals from taking off between the hours of 10:00 PM and 7:00 AM (8:00 AM on Sundays) and from landing between 11:00 PM and 7:00 AM (8:00 AM on Sundays). These local proprietor restrictions were adopted prior to the passage of the ANCA. Therefore, these restrictions are “grandfathered” under the terms of that statute and its implementing regulations.

2.3.4  SOUND ATTENUATION PROGRAMS

The Airport has adopted two noise attenuation programs. The Santa Ana Heights Acoustical Insulation Program ("AIP") was extensively implemented at JWA as a mitigation measure for the 1985 Master Plan EIR. AIP eligibility was based on the future 65 dB-Community Noise Equivalent Level ("CNEL") contour predicted in the 1985 Master Plan. Sound insulation was provided for 71 percent of the eligible residences (427 residences) in the AIP area. Of those not insulated, five residences were found to already have sufficient insulation to reduce interior noise levels to less than 45 CNEL. Avigation easements were acquired from the property owners for 16 residences. Seventy six (76) dwelling units were found to be non-conforming uses located in an area zoned for business park uses; prescriptive avigation easements were acquired for these residences. Of the 78 remaining residences that were not insulated, 19 homeowners declined the offer, and 59 homeowners did not respond despite a good faith effort to contact them. As noted, this program has been deemed complete.

A second Sound Insulation Program ("SIP") was adopted in conjunction with the 2014 Settlement Agreement Amendment. The program, adopted with the certification of Final EIR 617, provides a monitoring program to compare future noise levels to those of the 2013 Annual Noise Report. For properties in the County jurisdiction, if the noise levels have increased by 1.5 dB or more, over the 2013 levels at NMS 1S, 2S, and 3S, all noise-sensitive uses represented by that NMS not previously insulated under the 1985 AIP, will be eligible for evaluation for

\textsuperscript{2} Orange County Municipal Code Article 3 Section 2-1-30.
participation in the SIP. For properties in the City of Newport Beach, an increase of 1.0 dB has been established for evaluating eligibility.

When it is determined that a noise-sensitive use is significantly impacted based on measured noise levels and the relevant significance thresholds, that use will be evaluated by the County of Orange for eligibility for sound insulation. The evaluation will be performed by measuring the indoor noise levels for each habitable room or educational space. If the average noise level in all habitable rooms or education spaces of a use is greater than an average of 45 CNEL, then the use will be eligible for sound insulation. Additionally, if the average noise level is less than 45 CNEL, any use with a noise level greater than an average of 45 CNEL in any habitable room or educational space also will be eligible for sound insulation if the FAA waives its requirement that noise levels be averaged across all habitable rooms or education spaces. The implementation of sound insulation will depend on satisfying the FAA criteria described in Chapter 812 of Order 5100.38C Airport Improvement Program Handbook.

This program has not been initiated because to date an increase in noise levels sufficient to require implementation of the SIP has not occurred. It should also be noted that the analysis in Final EIR 617 assumed a continuation of the 2013 fleet mix. Improvements in aircraft may reduce the projected noise levels.
3.0 PROJECT DESCRIPTION

3.1 DESCRIPTION OF THE PROJECT PROPOSED FOR APPROVAL

The Project Proposed for Approval is the GAIP, which is intended to provide the framework for general aviation improvements at the Airport by conducting a comprehensive evaluation of the general aviation facilities. By providing a concept that maximizes the efficiency and safety of facilities, the Airport will be able to prioritize future improvements, and the GAIP can be the basis for the review of potential future improvements proposed either by the County or by FBOs and other tenants as part of the leases at the Airport. The intent of the GAIP is not to eliminate any of the FBO services currently provided at the Airport, but rather allow more efficient operations that can better serve the long-term demand at the Airport. The precise size and configuration of the improvements will be determined at the implementation phase of the GAIP and further project specific environmental review would be required.

For purpose of these Findings, the improvements identified as Alternative 3 in Final Program EIR 627 have been identified as the Project Proposed for Approval. Alternative 3 was evaluated in Section 5.4.2 of the Final Program EIR. Section 15126.6(d) of the CEQA Guidelines, states “The EIR shall include sufficient information about each alternative to allow meaningful evaluation, analysis, and comparison with the proposed project.” As a comparative analysis, a full quantitative air quality and noise evaluation was not prepared for Alternative 3. From an operational perspective, the Project Proposed for Approval would be similar to the No Project Alternative because the fleet mix and number of operations are similar. The quantitative data for the No Project Alternative slightly overstates the potential impacts when compared to the Project Proposed for Approval because it allows slightly fewer aircraft to be based at the Airport and slightly fewer operations than the No Project Alternative. The No Project Alternative would slightly overstate the potential impacts of the Project Proposed for Approval. The No Project Alternative is forecast to have a greater number of based aircraft, including more turbo jet aircraft, than the Project Proposed for Approval. Additionally, the No Project Alternative would result in approximately 201,000 forecasted annual operations compared to the projected 197,600 annual operations with the Project Proposed for Approval.
operations compared to the Baseline (2016). The forecast projects anticipated aviation growth in 2026 and is reflective of the facilities that could be provided at the Airport.

The Project Proposed for Approval includes the following key design elements:

- Two Full Service FBOs—one on the east side of the Airport and one split between the east and west sides of the Airport, each with hangars and based aircraft located on the apron, although no improvements to the existing facilities are proposed;
- One Limited Service FBO, in addition to the Martin Aviation Limited Service FBO, for a total of two Limited Service FBOs;\(^4\)
- Correction of four existing non-standard design features (relocation of the perimeter road on east and west side of the airfield because they are within the Object Free Area ["OFA"] of Taxiways A and B, respectively; removal of two community hangars from the existing Full Service Southeast FBO to comply with FAA height restrictions; and removal of 31 transient aircraft apron parking areas at the southeast portion of the Airport currently in the OFA for the approach to Runway 2L;
- Facilities to serve the Orange County Sherriff’s Department ("OCSD") (hangar and tie-downs for OCSD helicopters) would continue to be accommodated through a lease with one of the FBOs;
- Flight schools, with aircraft parking on the apron would continue to be accommodated through a lease with one of the FBOs;
- Capacity for approximately 554 based aircraft located in box hangars, community hangars, T-hangars, tie-downs and FBO apron spaces; and
- Forecasted 197,600 annual aircraft operations (an operation is defined as either a takeoff or landing, each counting as one operation).

The Project Proposed for Approval does not include provisions for an optional general aviation terminal and General Aviation Facility ("GAF")\(^5\) at one of the Full Service FBO locations nor a self-service aircraft fueling station. The construction of the improvements would be phased to minimize disruption to Airport operations and reduce the need to temporarily relocate based aircraft to other airports in the region. The phasing would require temporary relocation of uses while each area on the Airport is under construction.

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\(^4\) Martin Aviation is not included in the GAIP because the lease extends to 2036, which is beyond the horizon year of the program.

\(^5\) A GAF is a general aviation aircraft screening facility for Customs and Border Protection, Department of Homeland Security, for international general aviation arrivals.
3.2 **PROJECT OBJECTIVES**

Consistent with the requirements of CEQA, project objectives were developed to aid in the selection process by providing a standard against which to measure Project alternatives. The following objectives have been identified for the GAIP:

1. To enhance safe and secure operations
2. To utilize limited land area efficiently and economically
3. To enhance compatibility between general and commercial aviation operations
4. To embrace flexibility to allow for technological advances and market trends
5. To maximize economic, self-sustaining, revenue producing facilities
6. To assess the ability of existing infrastructure to support general aviation facilities

The Project Proposed for Approval is able to fully meet two of these objectives and partially meet three of the objectives. The Project Proposed for Approval is fully able to meet Objectives 1 and 6. The Project Proposed for Approval would eliminate four non-standard design features at the Airport; therefore, it would enhance the safe and secure operations at the Airport (Objective 1). Additionally, the Project Proposed for Approval would not modify the other facilities serving general aviation; therefore, there would be no conflicts with the infrastructure in place to support the general aviation activities at the Airport (Objective 6).

The Project Proposed for Approval would partially meet Objectives 2, 3, and 5. As discussed in Section 5.5 of the Final Program EIR, the Project Proposed for Approval only partially fulfills Objectives 2 and 5 because this scenario would result in facilities going unused because there are more tie-down spaces for more small aircraft than there is projected demand for at the Airport. The Project Proposed for Approval would also only partially meet Objective 3. The Project Proposed for Approval would maintain the current operations with a portion of a full service FBO on the west side of the Airport. This necessitates the need to tow aircraft across the airfield and cross Runway 20R/2L, which is used by commercial carriers. However, the correction of non-standard design features would serve to partially reduce conflict between general aviation and commercial carrier activity.

The Project Proposed for Approval would not meet Objective 4 because it does not provide improvements to respond to the current market trends.

3.3 **PROJECT APPROVALS**

The County of Orange, as the lead agency, is responsible for discretionary actions as a part of Project approval and implementation. The anticipated discretionary approvals are as follows:

- Certification by the Board of Supervisors of the Final Program EIR 627, which evaluates the environmental impacts resulting from the Project, in accordance with the California Environmental Quality Act of 1970 ("CEQA"), as amended (California Public Resources Code, Sections 21000 et seq.) and the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq.).
• Selection by the Board of Supervisors of the GAIP Project Proposed for Approval.

As a Program EIR, it is recognized that the GAIP would be implemented over a period of years. As such, subsequent activities that may be examined in light of the Final Program EIR 627 to determine whether additional CEQA documentation would be required pursuant to the requirements of Section 21166 of CEQA (i.e., California Public Resources Code, Section 21166) and Sections 15162 and 15168 of the State CEQA Guidelines for subsequent site development approvals, include:

• Approval by the Orange County Board of Supervisors of real property and license agreements such as leases

• Approval of development design and construction plans and issuance of building permits by Orange County Public Works for the modifications to correct non-standard design features

Additionally, federal approvals would be required prior to implementation of the Project Proposed for Approval. An FAA-approved Airport Layout Plan (“ALP”), showing the location of existing and planned development would be required. All improvements would be required to comply with the applicable FAA design requirements and FAA approval would also be required for improvements on the airfield portion of the Airport. Federal approvals would require compliance with the requirements of the National Environmental Policy Act (“NEPA”).
4.0 **Effects Determined to Have No Impact or Less Than Significant Impact and Not Evaluated in the Environmental Impact Report**

State CEQA Guidelines Section 15091 does not require specific findings to address environmental effects that an EIR evaluates and identifies as “no impact” or a “less than significant” impact. Nevertheless, these Findings of Fact fully account for all environmental categories, including environmental categories that were analyzed and determined to have either no impact or a less than significant impact on the environment. In accordance with Section 15128 of the State CEQA Guidelines, the following identifies the areas on the Initial Study checklist (circulated as part of the NOP) where it was assessed that the GAIP would have “no impact” or “less than significant impact” and the reasons supporting this assessment. The Board hereby finds that the Project Proposed for Approval would either have no impact or a less than significant impact without the implementation of mitigation measures in the following resource areas:

- **Aesthetics:** JWA is located in an urbanized area of the County with no scenic resources on or adjacent to the Airport. All GAIP modifications would be located within the Airport boundaries. Therefore, no impacts to a scenic vista or scenic highway would occur (Environmental Checklist question 1[a]). There are no designated or eligible State or local scenic highways within the vicinity of the Airport. There are also no historic buildings adjacent to the Airport site (Environmental Checklist question 1[b]).

- **Agriculture and Forestry Resources:** The GAIP would not result in any impacts to farmlands listed as “Prime,” “Unique,” or of “Statewide Importance” based on the 2014 Orange County Important Farmland Map prepared by the California Department of Conservation (Environmental Checklist question 2[a]). The Project would not result in pressures to convert farmlands to other uses, and the Project site is not within a Williamson Act contract (Environmental Checklist question 2[b]). No part of the GAIP site or adjacent areas is zoned forest land, timberland, or timberland zoned for Timberland Production, nor would the GAIP result in the loss of forest land or conversion to non-forest use (Environmental Checklist questions 2[c] through 2[e]).

- **Air Quality (odors):** The GAIP does not propose any land uses or modification to operations that would result in the creation of odors. The existing operations at the Airport involve minor odor-generating activities such as airplane exhaust; however, these types of odors are typical of an airport and would not create an odor nuisance pursuant to South Coast Air Quality Management District’s (“SCAQMD’s”) Rule 402 or extend beyond the limits of the Airport (Environmental Checklist question 3[e]).

- **Biological Resources:** The GAIP would not result in any direct habitat removal or modification to habitat that supports candidate, sensitive, or special status species listed by the California Department of Fish and Wildlife and/or the U.S. Fish and Wildlife Services (Environmental Checklist questions 4[a] and 4[b]). No designated wetlands or jurisdictional waters are located on the Airport property. The GAIP would also not result in indirect impacts to downstream resources because the GAIP would not change the water
characteristics or discharge points for flows leaving the Airport (Environmental Checklist question 4[c]). The GAIP would not interfere with the movement of any native resident or migratory wildlife species or impede the use of native wildlife nursery sites, as the GAIP does not adversely affect any waters supporting marine life and does not alter the existing Wildlife Hazard Management Plan (“WHMP”) or introduce other elements that would increase the potential for aircraft collisions with migratory birds (Environmental Checklist question 4[d]). The GAIP would not result in removal of trees; thus, the GAIP would not conflict with a tree preservation policy and would not impact nesting birds through removal of vegetation (Environmental Checklist question 4[e]). The GAIP would not interfere with the goals of the Natural Community Conservation Plan/Habitat Conservation Plan (“NCCP/HCP”) because it does not substantially impact habitat, species, or uses of the Upper Newport Bay Ecological Reserve. The GAIP would not substantially change the noise or other characteristics that would have the potential to jeopardize local populations of wildlife species and other target species covered under the NCCP/HCP or designated sensitive habitats (Environmental Checklist question 4[f]).

- **Geology and Soils:** No earthquake faults are identified on the GAIP site, and the GAIP site is not located within a designated Alquist-Priolo Earthquake Fault Zone. The northern portion of the Airport site (i.e., north of Runway 20R and the long-term and employee parking areas north of I-405) is subject to liquefaction; however, this area would not be affected by the GAIP improvements. The Airport site is flat and would not be subject to landslides (Environmental Checklist questions 6[a] through 6[d]). The GAIP does not propose any physical improvements that would require an alternative wastewater disposal system; therefore, no soils impacts related to septic tanks or alternative wastewater disposal systems would occur (Environmental Checklist question 6[e]).

- **Hazards and Hazardous Materials (hazardous materials sites; airport land use plans; private airstrips; emergency evacuation plan; wildlands):** The closest Cortese List site is approximately 1 mile southwest of the Airport; therefore, the GAIP would not expose the public to hazardous materials associated with the sites on the Cortese List (Environmental Checklist question 8[d]). No private airstrips are in the vicinity of the GAIP site, and the GAIP would not require an amendment to the Airport Environ Land Use Plan prepared for JWA (Environmental Checklist questions 8[e] and 8[f]). The GAIP would not impair or interfere with implementation of the emergency evacuation plan because it would not alter the types of facilities on site or access to the Airport (Environmental Checklist question 8[g]). The GAIP is located in an urbanized area and is not adjacent to wildlands (Environmental Checklist question 8[h]).

- **Hydrology (groundwater; drainage patterns; flood hazard areas; flooding; inundation):** The Airport does not provide for groundwater recharge and does not use groundwater. As a result, the GAIP would not involve any activities that would alter groundwater supplies (Environmental Checklist question 9[b]). The improvements associated with the GAIP would not substantially change the quantity of storm water or the points of discharge of runoff from the Airport to off-site areas; downstream drainage patterns would not be changed (Environmental Checklist questions 9[c] and 9[d]). The northern portion of the airfield is subject to potential flooding; however, this portion of the Airport is not an area used for general aviation, and the County has implemented several improvements to reduce flooding and ponding conditions at the Airport. Therefore, structures that may be constructed as part of the GAIP would not be subjected
to a 100-year flood hazard. Additionally, the Airport is not in proximity to water bodies that would result in exposure to flooding as a result of failure of a levee or dam, nor would it be subject to inundation by seiche, tsunami, or mudflow (Environmental Checklist questions 9[g] through 9[j]).

- **Land Use and Planning (divide an established community; habitat conservation plan/natural community conservation plan):** The GAIP does not propose any physical improvements that would extend beyond the Airport limits or changes that would substantially modify the interface of the Airport with the surrounding land uses; therefore, it would not physically divide an established community (Environmental Checklist question 10[a]). The GAIP would not substantially change the noise or other characteristics; and would not jeopardize local populations of species covered under the NCCP/HCP; and, therefore, would not conflict with provisions of an approved local, regional, or State habitat conservation plan (Environmental Checklist question 10[c]).

- **Mineral Resources:** The JWA site does not have significant existing or potential mineral or energy resources within its boundaries (Environmental Checklist questions 11[a] and 11[b]).

- **Noise (groundborne vibration, private airstrips):** Groundborne vibration has not been identified as noticeable outside the Airport property; mass grading or blasting would not be required for implementation; and no part of the GAIP would change the Airport’s vibration-generation potential. Therefore, the GAIP would not result in excessive groundborne vibration (Environmental Checklist question 12[b]). JWA is a commercial airport, and no private airstrips are in the vicinity of the GAIP site (Environmental Checklist question 12[f]).

- **Population and Housing:** The GAIP does not propose any development that would increase the population in the study area or within Orange County, nor would the GAIP be expected to have an effect on the population projections for Orange County because it would not provide infrastructure improvements that would lead to population increase. No housing is present on the GAIP site; therefore, the GAIP would not result in the displacement of people or housing (Environmental Checklist questions 13[a] through 13[c]).

- **Public Services:** The response times from the Orange County Fire Authority (OCFA) facilities to the Airport would remain unchanged, and the GAIP would not result in the need for new or upgraded fire protection facilities. The GAIP would not result in the addition of new access points to the airfield or changes in the nature of the Airport operations and, therefore, would not result in an increased demand for police protection services. The GAIP would not result in development of any residential units and, therefore, would not create an increased demand on schools, neighborhood and regional parks, or other public facilities, such as libraries. (Environmental Checklist questions 14[a][i] through 14[a][v]).

- **Recreation:** The GAIP would not generate an increase in population or provide development that would result in increased usage of existing neighborhood and regional parks. No physical deterioration would occur to existing recreational facilities as a result of GAIP implementation (Environmental Checklist questions 15[a] and 15[b]).
- **Transportation/Traffic (air traffic; hazards due to design features/incompatible uses; inadequate emergency access; conflict with policies, plans, and programs):** The GAIP may result in an incremental increase in certain types of general aviation flights and facilitate the transition to newer aircraft operating at the Airport; however, it would not change the air traffic patterns or result in a substantial safety risk due to an increase in operations (Environmental Checklist question 16[c]). The GAIP does not propose any substantial modifications to the Airport access points that would alter the operations of the off-site circulation network. Therefore, the GAIP is not anticipated to result in impacts associated with design features; emergency access would not be impeded; and there would be no conflict with policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities (Environmental Checklist questions 16[d] through 16[f]).

- **Utilities and Service Systems (storm water drainage facilities; sufficient landfill capacity; compliance with statutes and regulations):** The Airport site is fully developed, and storm drains have been sized to accommodate storm flows in compliance with applicable standards. Changes to the quantity or flow rates of runoff from the Airport are not anticipated (Environmental Checklist question 18[c]). Any increased solid waste generated at the Airport would be able to be accommodated with the current landfill capacity and would comply with existing regulations pertaining to solid waste (Environmental Checklist questions 18[f] and 18[g]).
5.0 **Effects Determined to be Less than Significant and Not Requiring Mitigation**

This section makes findings regarding the potential effects of the Project Proposed for Approval that were determined to be less than significant under both a project-level and cumulative impacts evaluation. The thresholds identified in the discussions below are the thresholds of significance used in Final Program EIR 627 and reflect the questions contained in the County’s Environmental Checklist. No mitigation measures are required for the impacts to be less than significant for these thresholds. However, there are several thresholds where regulatory requirements, standard conditions of approval, and/or minimization measures have been identified. As previously noted, for purposes of tracking compliance, those requirements are also incorporated into the MMRP. For the reasons described in more detail below, the Board hereby finds that the Project Proposed for Approval would have less than significant impacts without the implementation of mitigation measures in the following resource areas:

5.1 **Aesthetics**

5.1.1 **Finding**

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative aesthetics impacts associated with the below-mentioned thresholds:

**Threshold 4.1-1** Would the Project substantially degrade the existing visual character or quality of the Project site and its surroundings?

**Threshold 4.1-2** Would the Project create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?

5.1.2 **Facts in Support of Findings**

**Threshold 4.1-1**

Final Program EIR 627 evaluated the potential for both short-term (construction) and long-term (operational) impacts on the visual character of the Project site and the surrounding areas. Key views from public vantage points surrounding the Airport were evaluated.

Demolition, grading, and construction activities associated with implementation of the Project Proposed for Approval would present views of demolition debris, small amounts of excavated soils, and heavy equipment (e.g., backhoes, bulldozers, dump trucks) and activities and debris. The Final Program EIR identified that views of construction activities may be considered unappealing by some; however, other forms of development are common sights and interruptions to the visual character of urban areas and are largely accepted as temporary. Given the limited scope of the improvements, the period of construction would be limited. Additionally, as a result of the incremental implementation of the improvements, views of demolition and construction activities would not affect the same areas throughout all project phases. The staging
or laydown areas are the only locations where components of construction may be visible during all phases of construction. These locations would be visible from the adjacent public roadways. Although not identified as a significant impact, the Airport has agreed to MN AES-1 (listed below) that would provide for opaque security fencing surrounding the lay-down/staging areas. Given the urban context of the Airport site, views of construction would not substantially degrade the existing visual character or quality of the Project site and its surroundings. Therefore, impacts would be less than significant.

Long-term, the character of the improvements for the Project Proposed for Approval would be consistent with the visual character of the Airport because the modifications would be limited to the correction of the non-standard design features. Therefore, the Project Proposed for Approval would not substantially degrade the existing visual character or quality of the site and its surroundings and no mitigation measures are required.

The Project Proposed for Approval would not contribute to a significant cumulative impact on the visual character or quality of the Airport or surrounding viewshed. As discussed in Final Program EIR 627, in order for a cumulative aesthetic impact to occur, the proposed elements of the cumulative projects would need to be seen together or in proximity to each other. If the projects were not in proximity to each other, the viewer would not perceive them in the same scene. The context in which a project is being viewed will also influence the significance of the aesthetic impact. Given the developed nature of the area surrounding the Airport, the only cumulative project that would contribute to a change in the visual character is the Wickland Pipeline project, located on the west side of the Airport. Although the Wickland Pipeline project will result in an intensification of development on the Airport, the Project Proposed for Approval would not result in similar impacts; therefore, it would not contribute to a significant impact. Buildings surrounding the Airport provide visual screening of much of the site from off-Airport vantage places. No significant cumulative impacts have been identified and no mitigation measures are required.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would have less than significant direct and cumulative impacts on the existing visual character and quality of the site without the implementation of mitigation measures. Although significant impacts were not identified, the following minimization measure would apply to the Project Proposed for Approval. Although minimization measures are not identified as mitigation measures, the County does include them in the MMRP to ensure implementation tracking. The following minimization measure is identified in Final EIR 627.

**MN AES-1**

Construction contract specifications for any phase of development where the Airport property on the southwest corner of Irvine Avenue and Bristol Street South (i.e., golf course area) will be used as a construction laydown area/staging area, shall include security fencing with opaque screening around the construction sites and staging areas to block the ground-level views of the site. No removal of trees shall be allowed at the staging area.
Threshold 4.1-2

Final Program EIR 627 evaluated the potential for short-term (construction) impacts associated with light and glare. There would be no long-term aesthetic impacts since no new facilities or buildings would be constructed.

There would be some construction activities that would occur during the nighttime hours, resulting in the need for temporary lighting. The Project would have to comply with existing FAA regulations related to lighting and markings (see RR AES-1, listed below). This would further minimize potential lighting impacts and prevent hazards to aircraft operations. Given the lack of sensitive receptors adjacent to the construction site, impacts associated with lighting would be less than significant, and no mitigation is required.

None of the cumulative projects would result in substantial light and glare. Both the GAIP and the Wickland Pipeline project would be required to comply with FAA requirements pertaining to lighting and use of reflective materials, thereby minimizing the potential for light and glare impacts. Cumulative visual impacts would be less than significant for this threshold.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would have less than significant direct and cumulative light and glare impacts without the implementation of mitigation measures. Although no significant impacts have been identified, RR AES-1 would serve to reduce potential impacts associated with light and glare. Regulatory requirements and minimization measures are not identified as mitigation measures; however, the County does include them in the MMRP to ensure implementation tracking. The following minimization measure is identified in Final EIR 627.

**RR AES-1**  Prior to issuance of any building permit for individual general aviation projects at JWA, the contractor shall file a Notice of Proposed Construction or Alteration (FAA Form 7460-1) with the FAA regional office that will show compliance with the FAR Part 77 regulation, as it relates to building or structure heights, markings, lighting, and other standards. The FAA’s Determination of No Hazard shall be submitted to the County prior to the start of construction.

5.2 AIR QUALITY

5.2.1 FINDING

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative air quality impacts associated with the below-mentioned thresholds:

**Threshold 4.2-1**  Would the Project conflict with or obstruct implementation of the applicable air quality plan?

**Threshold 4.2-2**  Would the Project violate any air quality standard or contribute substantially to an existing or projected air quality violation?
Threshold 4.2-3 Would the Project result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?

Threshold 4.2-4 Would the Project expose sensitive receptors to substantial pollutant concentrations?

5.2.2 FACTS IN SUPPORT OF FINDINGS

Threshold 4.2-1

John Wayne Airport is located in the South Coast Air Basin (“SoCAB”). The U.S. Environmental Protection Agency (“USEPA”), the California Air Resources Board (“CARB”), and the South Coast Air Quality Management District (“SCAQMD”) regulate air quality in the SoCAB. The SCAQMD and Southern California Association of Governments (“SCAG”), in coordination with local governments and the private sector, develop the Air Quality Management Plan (“AQMP”) for the SoCAB to satisfy the requirements of the Federal Clean Air Act for areas designated as nonattainment.

Final Program EIR 627 evaluated consistency with the 2016 AQMP adopted by the SCAQMD, which was then incorporated into the State Implementation Plan (“SIP”) in 2017. SCAQMD’s 2016 AQMP relies on the latest scientific and technological information and planning assumptions relevant to air quality, including information regarding regional growth forecasts and transportation control measures in the 2016–2040 Regional Transportation Plan/Sustainable Communities Strategy (“RTP/SCS”), which was adopted by the SCAG Regional Council in 2017. The 2016 AQMP also is built on extensive consultation between CARB and SCAQMD regarding the reduction of emissions from mobile sources. In that vein, the 2016 AQMP recognizes that some sources – referred to as “federally controlled sources” in the AQMP – are under the jurisdiction of the U.S. EPA; the 2016 AQMP explicitly recognizes aircraft as a federally controlled source.

As discussed in the Final Program EIR, JWA staff participated in SCAG’s Aviation Technical Advisory Committee and coordinated with SCAQMD to ensure that aircraft operations data specific to the Airport (such as the number of operations, fleet mix and taxi times) were accounted for throughout the forecasted planning period for both the RTP/SCS and AQMP. JWA staff also provided SCAQMD with information regarding estimated construction-related emissions at the Airport during the subject planning period, including those associated with the development of any GAIP-facilitated facilities. The construction emissions associated with the Project Proposed for Approval would not exceed the assumptions included in the AQMP. As a result of this inter-agency coordination, emissions associated with the GAIP have been planned for and accounted for in the 2016 AQMP.

By the nature of the applicable regional air quality plans, cumulative projects have been incorporated by way of the regional growth projections. By being consistent with the 2016 AQMP, the Project Proposed for Approval would neither conflict with nor obstruct
implementation of the 2016 AQMP; therefore, no direct or cumulative impact has been identified. For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not conflict with or obstruct implementation of the applicable air quality plan; therefore, direct and cumulative impacts would be less than significant impacts without the implementation of mitigation measures.

**Threshold 4.2-2**

**Operational Emissions**

The Project Proposed for Approval would result in changes to the Airport’s general aviation aircraft operations and fleet mix. The Project Proposed for Approval would not change the number of commercial air carrier operations, fleet mix, runway use, flight tracks, or terminal area.

The analysis in the Final Program EIR used the required Federal Aviation Administration’s (“FAA”) Aviation Environmental Design Tool (“AEDT”, Version 2d) to model operational emissions from aircraft operations, auxiliary power units (“APU”), and ground support equipment (“GSE”) at the Airport. The analysis evaluated projected ultimate fleet mix and number of operations, as well as an evaluation of overlapping impacts when construction and operational emissions would occur at the same time. From an operational air quality perspective, the Project Proposed for Approval would be similar to the No Project Alternative. It allows slightly fewer aircraft to be based at the Airport and slightly fewer operations than the No Project Alternative. None of the criteria pollutants associated with the No Project Alternative would exceed SCAQMD thresholds; therefore, it is anticipated that operational emissions would not exceed the SCAQMD thresholds for criteria pollutants and impacts would be less than significant for the Project Proposed for Approval.

The cumulative impacts analysis for air quality is based on the guidance provided by SCAQMD. Pursuant to that guidance, projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. Projects that do not exceed the project-specific thresholds are generally not considered cumulatively significant. Therefore, the Project Proposed for Approval would not contribute to a cumulatively significant operational air quality impact.

For the reasons described above, the Board hereby finds that the operational emissions associated with the Project Proposed for Approval would not violate air quality standards or contribute substantially to an existing or projected air quality violation; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although significant operational impacts were not identified, MN AQ-2, listed below, requires the use of Zero Emission Vehicle (“ZEV”) GSE where available (e.g. tugs, water carts, lavatory carts, other ramp service equipment/vehicles) for 90 percent or greater of the GSE operating hours. Although minimization measures are not identified as mitigation measures, the

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6 Construction impacts for this threshold are discussed in Section 6.1 of these Findings.

7 The daily net impacts of operational emissions were calculated by subtracting the operational emissions of the Baseline (2016) Conditions from those of the Baseline Plus the No Project Alternative.
County does include them in the MMRP to ensure implementation tracking. The following minimization measure is identified in Final EIR 627.

**MN AQ-2** General Aviation FBOs shall employ Zero Emission Vehicle (“ZEV”) GSE where available (e.g. tugs, water carts, lavatory carts, other ramp service equipment/vehicles) for 90 percent or greater of the GSE operating hours. Where ZEVs are not available, vehicles shall meet Ultra Low Emission Vehicle (“ULEV”) requirements. Where ULEVs are not available, and only diesel fuel engine trucks are available, the diesel-fueled truck shall comply with the On-Road Heavy-Duty Diesel Vehicles (In-Use) Regulation.

FBOs shall maintain monthly records regarding GSE type, make, model, year, fuel type, horsepower (if non-electric), and hours in-use. Monthly records are subject to audit and verification by JWA. These records shall be provided to JWA annually in June.

### Threshold 4.2-3

The cumulative air quality impacts analysis in the Final Program EIR is based on the guidance provided by SCAQMD that states projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. Projects that do not exceed the project-specific thresholds are generally not considered cumulatively significant.

**Operational Emissions**

As noted under Threshold 4.2-2, the operational emissions associated with the Project Proposed for Approval are less than significant. Therefore, consistent with the SCAQMD’s guidance for assessing a project’s contribution to cumulative impacts, the Project Proposed for Approval would not be considered cumulatively significant.

As discussed under Threshold 4.2-2, although the operational air emissions would be less than significant, a minimization measure (MN AQ-2) was identified that would further reduce the air emissions associated with the Project Proposed for Approval. Additionally, the Project Proposed for Approval has been included as part of the regional long-range forecasted planning period for both the 2016-2040 RTP/SCS and 2016 AQMP (see Threshold 4.2-1). These regional planning programs are designed to meet the requirements of the Federal Clean Air Act (“CAA”) demonstrating attainment of the National Ambient Air Quality Standards (“NAAQS”) for the South Coast Air Basin (“SoCAB”) and utilize the long-range growth forecasts to address the cumulative development in the region. Therefore, based on the SCAQMD guidance and consistency with regional planning programs that reflect the GAIP, the Project Proposed for Approval would not result in a cumulatively considerable net increase of any criteria pollutant for which the SoCAB region has a non-attainment status under an applicable federal or state ambient air quality standard and impacts would be less than significant.

For the reasons described above, the Board hereby finds that the operational emissions associated with the Project Proposed for Approval would not result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment.
under an applicable federal or state ambient air quality standard; therefore, impacts would be less than significant without the implementation of mitigation measures.

**Threshold 4.2-4**

As part of the Final Program EIR, the potential impact from toxic air contaminants (“TAC”) was evaluated. A GAIP-specific Health Risk Assessment (“HRA”) was prepared using the American Meteorological Society/Environmental Protection Agency Regulatory Model Improvement Committee Model (“AERMOD”) to estimate dispersion factors (i.e., TAC concentrations) resulting from emissions from aircraft, APU, GSE, and the avgas storage tank at nearby receptors. Receptors evaluation followed SCAQMD guidance, as well as discrete receptors placed at sensitive locations within 1,000 meters of the Airport. Both current and future sensitive receptors are included in this analysis. This includes planned residential developments, such as the Koll Center Residences and Newport Crossings, which are located within 1,000 meters of the Project. Off-site worker receptors are also evaluated in the HRA.

Lifetime cancer risk, chronic hazard index (“HIC”), and acute hazard index (“HIA”) were calculated at each receptor for the GAIP as compared to the Baseline conditions. The exposure parameters used to estimate excess lifetime cancer risks (over a lifetime of 70 years) for all potentially exposed populations were obtained using risk assessment guidelines from California Office of Environmental Health Hazard Assessment (“OEHHA”). These exposure assumptions, designed to be protective of children younger than age 16, are assumed to be adequately protective of residents older than 30 years of age, including the elderly. For worker exposure, the total exposure duration analyzed is 25 years.

The incremental health risk results of this HRA were compared to SCAQMD thresholds of 10 in one million for cancer risk, and 1.0 for HIC and HIA. Although the Project Proposed for Approval was not specifically evaluated, the maximum cancer risk for the GAIP alternatives evaluated in the HRA is 0.41, at a worker receptor on the northern fence line of JWA. Therefore, the maximum HIC and HIA are also expected to be less than 1.0 for the Project Proposed for Approval at all receptors.

As noted under Threshold 4.2-2, the guidance provided by SCAQMD is if projects exceed the project-specific significance thresholds then they are considered by the SCAQMD to be cumulatively considerable. Projects that do not exceed the project-specific thresholds are generally not considered cumulatively significant. Based on the analysis provided as part of Final Program EIR 627, the Project Proposed for Approval would not contribute to a cumulatively significant impact associated with sensitive receptors exposed to substantial pollutant concentrations. Therefore, no mitigation measures are required and impacts would be less than substantial.

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8 Other alternatives evaluated in Final Program EIR 627 assumed construction of a self-service facility for avgas. Although it is addressed in the Final Program EIR and the HRA, the Project Proposed for Approval does not include this feature.


10 This maximum cancer risk value was associated with Alternative 1. See Section 8.2.2 of these Findings for a discussion of Alternative 1.
significant related to health risks and exposure of sensitive receptors to substantial pollutant concentrations.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not expose sensitive receptors to substantial pollutant concentrations; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although the impacts are less than significant and no mitigation is required, MN AQ-2 (use of ZEV GSE where available) would further reduce potential TAC emissions associated with the Project Proposed for Approval. MN AQ-2 is provided above, under Threshold 4.2-2.

5.3 CULTURAL AND SCIENTIFIC RESOURCES

5.3.1 FINDING

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative impacts to cultural and scientific resources associated with the below-mentioned thresholds:

Threshold 4.3-1 Would the Project cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

Threshold 4.3-2 Would the Project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Threshold 4.3-3 Would the Project disturb any human remains, including those interred outside of dedicated cemeteries?

Threshold 4.3-4 Would the Project cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?

5.3.2 FACTS IN SUPPORT OF FINDINGS

Threshold 4.3-1

In conjunction with the preparation of Final Program EIR 627, a cultural resources records search was conducted at the South Central Coastal Information Center (“SCCIC”) at California State University, Fullerton. Although the Project Proposed for Approval will not involve improvements to the entire Airport site, for purposes of the cultural resources record search, the approximately 400 acres of the Airport dedicated to aviation activity was assumed as the GAIP Area of Potential Effect (“APE”). Few archaeological resources have been identified near the GAIP APE, and there is no record of significant archaeological resource within the area affected by the Project Proposed for Approval. The Airport site has been heavily disturbed from previous construction activities and the shallow depth of excavation associated with the improvements for the Project Proposed for Approval would minimize the potential for the discovery of significant archaeological resources. Additionally, Standard Condition (“SC”) SC CULT-1 requires a County-certified archaeologist to monitor grading activities should construction disturb native
soil. The County routinely applies this standard condition to avoid and/or minimize the potential for impacts to archaeological resources. With application of this standard condition, no significant impacts would occur and no mitigation measures are identified as necessary in the Final Program EIR to protect archaeological resources.

In light of the low potential for impacts to archaeological resources and the site-specific nature of the resource, the Project Proposed for Approval would not contribute to a significant cumulative impact. Final Program EIR 627 acknowledged regional growth would include previously undeveloped land, which could lead to accelerated degradation of previously unknown archaeological resources. Each cumulative development proposal would be required to undergo environmental review and would be subject to similar resource protection requirements as the Project Proposed for Approval. Additionally, the specific list of cumulative projects identified on the Airport are not expected to disturb unknown cultural resources because of the shallow depth of excavation or in the case of the 2014 Settlement Agreement Amendment, the lack of physical improvements.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not result in a substantial adverse change in the significance of an archaeological resource; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. As previously noted, although standard conditions are not identified as mitigation measures, the County does include them in the MMRP to ensure implementation tracking. The following standard condition is identified in Final EIR 627.

**SC CULT-1**  
Prior to the issuance of the first grading permit, the applicant shall provide written evidence to the Manager, Building and Safety, that applicant has retained a County-certified archaeologist, to observe grading activities and salvage and catalogue archaeological resources as necessary. The archaeologist shall be present at the pre-grade conference, shall establish procedures for archaeological resource surveillance, and shall establish, in cooperation with the applicant, procedures for temporarily halting or redirecting work to permit the sampling, identification, and evaluation of the artifacts as appropriate. If the archaeological resources are found to be significant, the archaeological observer shall determine appropriate actions, in cooperation with the project applicant, for exploration and/or salvage.

Prior to the release of the grading bond the applicant shall obtain approval of the archaeologist’s follow-up report from the Manager, Building and Safety. The report shall include the period of inspection, an analysis of any artifacts found and the present repository of the artifacts. The archaeologist shall prepare excavated material to the point of identification. Applicant shall offer excavated finds for curatorial purposes to the County of Orange, or its designee, on a first refusal basis. These actions, as well as final mitigation and disposition of the resources, shall be subject to the approval of the Manager, Building and Safety. Applicant shall pay curatorial fees if an applicable fee program has been adopted by the Board of Supervisors, and such fee program is in effect at the time of presentation of the materials to the County of Orange or its designee, all in a manner meeting the approval of the Manager, Building and Safety. (County Standard Condition of Approval A02)
Threshold 4.3-2

The improvements associated with the Project Proposed for Approval would be conducted in an entirely built-out environment, substantially minimizing the potential for disturbance of paleontological resources. Based on a paleontological resources records search and literature review conducted by staff of the Los Angeles County Natural History Museum, no fossil localities have been recorded within the Airport boundary. Due to the expected shallow depth of construction, disturbance would occur predominately in the younger alluvial deposits, which would not be likely to yield fossils. The County routinely applies SC CULT-2, which requires a paleontologist be retained to observe grading activities, to avoid or minimize potential impacts. With application of this standard condition no significant impacts would occur and no mitigation measures were identified as necessary in the Final Program EIR to protect paleontological resources. There are no unique geologic features on the Airport site; therefore, no impacts would occur.

In light of the low potential for impacts to paleontological resources and the site-specific nature of the resource, the Project Proposed for Approval would not contribute to a significant cumulative impact. Final Program EIR 627 acknowledged regional growth would include previously undeveloped land, which could lead to accelerated degradation of previously unknown paleontological resources. Each cumulative development proposal would be required to undergo environmental review and would be subject to similar resource protection requirements as the Project Proposed for Approval. Additionally, the specific list of cumulative projects identified on the Airport are not expected to disturb unknown cultural resources because of the shallow depth of excavation or in the case of the 2014 Settlement Agreement Amendment, the lack of physical improvements.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not result in a substantial adverse change in the significance of a paleontological resource or unique geologic feature; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. As previously noted, although standard conditions are not identified as mitigation measures, the County does include them in the MMRP to ensure implementation tracking. The following standard condition is identified in Final EIR 627.

**SC CULT-2**

Prior to the issuance of the first grading permit, the project applicant shall provide written evidence to the Manager, Building and Safety, that applicant has retained a County certified paleontologist to observe grading activities and salvage and catalogue fossils as necessary. The paleontologist shall be present at the pre-grade conference, shall establish procedures for paleontological resource surveillance, and shall establish, in cooperation with the applicant, procedures for temporarily halting or redirecting work to permit sampling, identification, and evaluation of the fossils. If the paleontological resources are found to be significant, the paleontologist shall determine appropriate actions, in cooperation with the applicant, to ensure proper exploration and/or salvage.

Prior to the release of the grading bond the applicant shall submit the paleontologist’s follow up report for approval by the Manager, Building and Safety. The report shall include the period of inspection, a catalogue and analysis
of the fossils found, and the present repository of the fossils. Applicant shall prepare excavated material to the point of identification, and offer excavated finds for curatorial purposes to the County of Orange, or its designee, on a first refusal basis. These actions, as well as final mitigation and disposition of the resources, shall be subject to approval by Manager, Building and Safety. Applicant shall pay curatorial fees if an applicable fee program has been adopted by the Board of Supervisors, and such fee program is in effect at the time of presentation of the materials to the County of Orange or its designee, all in a manner meeting the approval of the Manager, Building and Safety. (County Standard Condition of Approval A04)

Threshold 4.3-3

Based on the results of the records search and literature review, human remains are not likely to be found within the APE. Due to the level of past disturbance on the Airport, project-related ground-disturbing activities are not expected to encounter human remains, including those interred outside of dedicated cemeteries. Section 7050.5 of the California Health and Safety Code describes the protocols to be followed in the event that human remains are accidentally discovered during excavation of a site. In addition, the requirements and procedures set forth in Section 5097.98 of the California Public Resources Code would be implemented. This is identified as a Regulatory Requirement ("RR") in Final Program EIR 627. Impacts would be less than significant in light of this State adopted regulation, which would apply to the Project Proposed for Approval.

The Project Proposed for Approval combined with the cumulative projects would not result in a significant impact on human remains. Discovery of human remains are site-specific and all proposed developments would undergo the same resource protection and regulatory requirements in case of discovery of human remains.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval is not expected to disturb any human remains; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although no significant impacts have been identified and regulatory requirements and standard conditions are not identified as mitigation measures, the County does include them in the MMRP to ensure implementation tracking. The following regulatory requirement is identified in Final EIR 627.

RR CULT-1 Human Remains. If human remains are encountered during ground-disturbing activities, Section 7050.5 of the California Health and Safety Code states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition of the materials pursuant to Section 5097.98 of the California Public Resources Code. The provisions of Section 15064.5 of the California Environmental Quality Act Guidelines shall also be followed. The County Coroner must be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner shall notify the Native American Heritage Commission ("NAHC"). The NAHC will determine and notify a Most Likely Descendent ("MLD"). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The descendent must complete the inspection within 24 hours of notification by the NAHC. The MLD may recommend
scientific removal and nondestructive analysis of human remains and items associated with Native American burials. These requirements shall be included as notes on the contractor specification and verified by the OC Development Services Department, prior to issuance of grading permits.

**Threshold 4.3-4**

The Project Proposed for Approval would remove two community hangars from the Full Service Southeast FBO. Based on the review of aerial photography, Final Program EIR 627 documented several of the buildings on the east side of the Airport, and across Campus Drive in the City of Newport Beach were built prior to 1970. However, based on the review of more recent aerial photography and the configuration of the buildings on the east side of the Airport, the buildings shown in the 1970 aerial photograph have also been altered or replaced. The community hangars do not have any distinctive architecture or features; rather, they are similar to other structures on the Airport, utilitarian in form, and consistent with the design of hangars on other airports. None of the Secretary of Interior’s criteria would apply to the buildings on the east side of the Airport or adjacent to the Airport.

The Project Proposed for Approval would not have any direct impact on the buildings located across Campus Drive. The record search and review of the City of Newport Beach Historic Resources Element of the General Plan does not identify any resources adjacent to the Airport as being listed on the federal, State, or local registers for historic resources. The buildings on Campus Drive are low-lying office and commercial buildings without distinctive architectural character. Additionally, a comparison of the 1970 aerial photograph to current conditions shows that a number of the buildings have been altered over the years.

No impacts on historic resources would occur and no standard conditions or regulatory requirements have been identified as being applicable to the Project Proposed for Approval for the protection of historic resources. Since the Project Proposed for Approval would not have any impacts, it would not contribute to a cumulative impact. Additionally, none of the cumulative projects were identified as having impacts on historic resources.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not cause a substantial adverse change in the significance of a historical resource; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures.

**5.4 GREENHOUSE GAS EMISSIONS**

**5.4.1 FINDING**

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative greenhouse gas emissions (“GHG”) impacts associated with the below-mentioned thresholds:

**Threshold 4.4-1** Would the Project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?
**Threshold 4.4-2** Would the Project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

### 5.4.2 FACTS IN SUPPORT OF FINDINGS

**Threshold 4.4-1**

In the context of CEQA, “GHG impacts are exclusively cumulative impacts; there are no non-cumulative GHG emission impacts from a climate change perspective.” This characterization of GHG impacts is consistent with the recognition that climate change is a global phenomenon, and that GHG emissions do not result in localized impacts but rather contribute to overall atmospheric concentrations of GHGs that then influence the global climate.

Final Program EIR 627 evaluated the GHG impacts associated with both construction and operations of the GAIP. Construction emission estimates for the Project were developed using California Emissions Estimator Model (“CalEEMod”, Version 2016.3.2). The CalEEMod model calculates total emissions resulting from each construction activity. Construction estimates (including phase durations and estimated quantities) for the Project Proposed for Approval are based on the preliminary engineering data available at the time the modeling was completed for the Program EIR. Consistent with SCAQMD recommendations, construction-related GHG emissions are amortized over the life of the project, defined as 30 years, to determine significance.

The required FAA’s AEDT was used to model operational emissions from aircraft operations, APU, and GSE at the Airport. The evaluation focused on general aviation related activities because the Project Proposed for Approval would not change the number of commercial air carrier operations, fleet mix, runway use, flight tracks, or terminal area. Operational impacts from the Project Proposed for Approval would be similar to the No Project Alternative, which are evaluated in comparison to the Baseline (2016) conditions. The net operational emissions (Baseline Plus No Project Proposed for Approval less Baseline emission) plus the annual amortized construction emissions are then compared to the SCAQMD’s significance threshold of 10,000 metric tons of carbon dioxide equivalent per year (“MTCO2e/year”) used for industrial projects.

Based on the analysis in the Final Program EIR 627, the total net annual GHG emissions associated with the Project Proposed for Approval are substantially below the 10,000 MTCO2e/year threshold established by the SCAQMD for industrial projects.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment; therefore, no mitigation measures are required. Although impacts are less than significant and no mitigation measures are required, MN AQ-1, included in Section 6.1, and MN AQ-2, provided in Section 5.2, of these Findings, would also serve to reduce GHG impacts.
Threshold 4.4-2

Executive Order S-3-05, AB 32, and SB 32 are the primary State policies adopted for the purpose of reducing GHG emissions. Statewide regulations adopted in furtherance of those State policies, including GHG emissions standards for vehicles, are being implemented at the statewide level. For example, CARB’s Mobile Source Strategy and 2017 Scoping Plan include actions to deploy zero-emission technologies across a broad spectrum of sources, including airport GSE and off-road construction equipment.

The Airport has developed the John Wayne Airport Climate Action Plan (“CAP”), which establishes a framework to minimize Airport-related GHG emissions. The CAP establishes emission reduction goals and a process for implementation, monitoring, and reporting. The CAP was developed in furtherance of mitigation measures developed for the commercial carrier operations provided in the JWA Settlement Agreement Amendment EIR No. 617.

The GHG emissions for the Project Proposed for Approval would be less than significant (see Threshold 4.4-1). Additionally, the Project Proposed for Approval would implement applicable emissions-reducing strategies identified in CARB’s Mobile Source Strategy and 2017 Scoping Plan, to the extent required by law. As noted above, Final Program EIR 627 would apply the provisions of the JWA CAP to the Project Proposed for Approval (MN GHG-1). Therefore, the Project Proposed for Approval would not conflict with any applicable plan, policy or regulation established for reducing GHG emissions impacts and impacts would be less than significant. No mitigation measures would be required; however, as noted above, the regulatory requirements and MN GHG-1 would further reduce GHG emissions.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases; therefore, no mitigation measures are required.

5.5 Hazards and Hazardous Materials

5.5.1 Finding

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative hazards and hazardous materials impacts associated with the below-mentioned thresholds:

Threshold 4.5-1 Would the Project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Threshold 4.5-2 Would the Project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident
conditions involving the release of hazardous materials into the environment?

**Threshold 4.5-2** Would the Project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or wastes within one-quarter mile of an existing or proposed school?

### 5.5.2 FACTS IN SUPPORT OF FINDINGS

**Threshold 4.5-1 and Threshold 4.5-2**

Final Program EIR 627 evaluated both construction and operations impacts as it pertains to these thresholds.

**Short-Term Construction Impacts**

The Project Proposed for Approval would result in a variety of demolition, relocation, and construction activities. Improvements would be confined to the existing Airport footprint (i.e., no expansion of the general aviation uses beyond the current Airport limits). The demolition and construction activities would involve the use, storage, and handling of hazardous and non-hazardous materials as well as the generation of hazardous waste. Additionally, hazardous materials such as asbestos-containing materials and lead-based paint may be encountered during demolition and relocation activities associated with the Project Proposed for Approval.

In conjunction with the preparation of Final Program EIR 627, Hazardous Materials Survey Reports were prepared for the existing general aviation facilities that would be demolished as part of the Project Proposed for Approval. The facilities located where a portion of the box hangars, flight school facilities, and a portion of the proposed T-Hangars would be located were the only facilities with asbestos containing materials ("ACM") requiring further remediation prior to demolition or construction activities. Lead-based paint ("LBP") samples were identified in two locations within the general aviation facilities including the area proposed for box hangars, flight school facilities, and a portion of the proposed T-Hangars.

In addition to demolition, construction activities would require hazardous materials be transported to the site. All hazardous materials used or generated as part of construction activities would be regulated by existing federal, State, and local regulations. By adhering to regulatory requirements and compliance with the County standard conditions, potential impacts associated with hazardous material use or generation due to demolition and construction of the Proposed Project would be maintained to below a level of significance.

**Long-Term Operational Impacts**

Operation and maintenance activities associated with the Project Proposed for Approval would be consistent with the existing conditions at the Airport (i.e., the services offered at the Airport would not change). Activities involving the use of hazardous materials include, but are not limited to, aircraft fueling and aircraft maintenance. Final Program EIR 627 includes a list of hazardous materials and wastes that would be associated with maintenance activities. Aircraft
maintenance activities would continue to occur in designated maintenance, repair, and overhaul ("MRO") areas designed for adherence to best management practices ("BMPs") and control measures for handling and storing various types and quantities of regulated hazardous materials used to service several different aircraft at any given time.

Because hazardous materials are often site-specific and localized, the potential for cumulative impacts is limited. For cumulative hazards and hazardous materials impacts to occur, the projects would need to be relatively close to each other so cumulative impacts would collectively pose a significant impact. The Wickland Pipeline project and Settlement Agreement Amendment are cumulative projects that would also increase the amount of fuel stored and/or used at the Airport. The risks associated with the increased fuel storage were evaluated in the environmental documents prepared for these projects and the risks of a substantial spill or substantial rupture of the tanks is very remote. The Project Proposed for Approval does not propose any changes to the fuel storage or dispensing procedures (i.e., no self-serve fueling station). In light of the adopted safety programs that are currently in operation and would be applicable to all the projects on JWA, the potential health risks are low because the fuel spills are contained and cleaned up and do not enter the Airport drainage system. Therefore, the cumulative impacts would be less than significant.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not (1) create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials; nor (2) would it create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. Therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although impacts are less than significant and no mitigation measures are required, Final Program EIR 627 did identify the following regulatory requirements and standard conditions that are designed to reduce impacts associated with the handling, use, and transport of hazardous materials. Regulatory requirements and standard conditions are not identified as mitigation measures; however, the County does include them in the MMRP to ensure implementation tracking. The following regulatory requirements and standard conditions are identified in Final Program EIR 627.

**RR HAZ-1**

Prior to the start of demolition or construction at the facilities, an asbestos abatement work plan shall be prepared in compliance with federal, State, and local regulations for any necessary removal and disposal of such materials, (including, but not limited to, 40 CFR 61 Subpart M, Occupational Safety and Health Administration 8 CCR 1529, and South Coast Air Quality Management District Rule 1403) and shall include: (1) demolition plans and specifications incorporating any necessary abatement measures for the removal of materials containing asbestos or assumed to contain asbestos in compliance with federal, State, and local regulations; (2) A licensed California Department of Occupational Safety and Health contractor, certified by the CSLB and registered with Cal/OSHA shall perform all “asbestos-related work” that disturbs asbestos-containing materials or asbestos-containing construction materials at the facilities; (3) All persons who may come into contact with any asbestos-containing material during demolition, construction, and maintenance at the facilities shall be notified in writing to avoid removal or disturbance of the asbestos-containing material;
(4) any suspect material not identified but assumed to contain asbestos disturbed during the course of demolition shall require a cease work order and examination by a California Department of Industrial Relations Division of Occupational Safety and Health certified asbestos consultant; (5) all known asbestos-containing material or asbestos-containing construction material, to the extent that the asbestos-containing material or asbestos-containing construction material becomes friable, must be removed prior to demolition; and (6) asbestos-containing waste material that is generated during demolition at the facilities shall be properly handled and disposed of in compliance with applicable federal, State, and local regulations.

**RR HAZ-2**

Prior to the start of any construction/demolition at the facilities, a lead-based paint/lead-containing paint abatement work plan shall be prepared in compliance with federal, State, and local regulations (including, but not limited to Occupational Safety and Health Administration CCR Title 17 Section 37000-37100 and Title 8 Section 1532.1 and South Coast Air Quality Management District Rule 301) for any necessary removal and disposal of such materials.

The work plan implementing these regulations shall also include the following elements as per the Hazardous Materials Survey Report: (1) demolition plans and specifications shall incorporate any necessary abatement measures for the removal of materials containing lead-based paint and/or lead-containing paint in compliance with federal, state, and local regulations; (2) paints identified as lead-based and in poor condition (peeling or chipped) and all loose, flaking, or otherwise deteriorated lead paint shall be stabilized prior to any other construction-related activity and/or demolition on site. The stabilization process must be completed by California Department of Public Health Certified Workers under a California Department of Public Health Certified Supervisor, and all loose and flaking paint shall be removed from all work areas; (4) lead-based paints, i.e., paint on the floor of Hangar 62, in good condition may be left in place if exposure to employees and the environment is controlled and the lead-containing waste is properly tested and disposed based on the test results; (5) compliance with recommendations contained in a negative exposure assessment, which has been prepared meeting Cal-OSHA standards, for the appropriate handling of materials tested, via XRF, and found to contain lead in amounts that may be a source of exposure to workers or may not meet testing limits for disposal including ceramic tiles in the restrooms prior to renovation or demolition; and (6) work area preparations as well as adequate worker protection and employee exposure monitoring and material testing as it relates to disposal will be required during any equipment demolition activity.

**RR HAZ-3**

All transportation of hazardous materials at the facilities is regulated at the federal (Title 49 of the *Code of Federal Regulations* ["49 CFR"])) and State (Title 13 of the *California Code of Regulations* ["13 CCR"]) levels and requires compliance with all applicable federal, State, and local regulations pertaining to hazardous materials to ensure that the risk associated with the use and storage of the materials, after transport to JWA, is minimal. All hazardous materials shall be handled in full compliance with applicable requirements, and the necessary
permits maintained by JWA. Carriers responsible for the transportation of hazardous materials are required to have a hazardous materials transportation license, issued by the California Highway Patrol ("CHP"). All fuel deliveries from suppliers within California will comply with all applicable requirements of the CHP's biennial inspection of terminals ("BIT") program.

**SC HAZ-4** Applicant/operator shall store, manifest, transport, and dispose of all on-site generated waste that meets hazardous materials criteria in accordance with the California Code of Regulations Title 22 and in a manner to meet the satisfaction of the Manager, Health Care Agency ("HCA")/Hazardous Materials Program. Applicant shall keep storage, transportation, and disposal records on site and open for inspection by any government agency upon request. Applicant shall store used oil filters in a closed, rainproof container that is capable of containing all used oil and shall manage the container as specified in Title 22, Chapter 30, Division 4, Section 66828 of the California Code of Regulations. (County Standard Condition RC02)

**Threshold 4.5-3**

The Project Proposed for Approval will operate on the same portion of the Airport that is currently being used for general aviation uses. Mariner's Christian School, located at Red Hill Avenue and Fisher Avenue, is approximately 0.25 mile west of the Airport facilities. The operation and maintenance activities would be consistent with the existing conditions at the Airport. The Project Proposed for Approval would not alter the delivery routes for fuel or require substantially greater quantities of fuel being delivered to the Airport. None of the characteristics associated with the Project Proposed for Approval would substantially increase the quantity or nature of hazardous materials on the Airport. The Project Proposed for Approval does not propose changes to the adopted procedures for handling hazardous materials, which are all handled in full compliance with applicable codes. The adopted safety programs currently in operation are able to reduce the potential health risks because the fuel spills are contained and cleaned up on site and historically have not left the Airport. These adopted ongoing programs and procedures reduce the potential for risk of exposure to schools in proximity to the Airport. Impacts would be less than significant with implementation of the regulatory requirements and standard conditions listed above.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or wastes within one-quarter mile of an existing or proposed school; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures.
5.6 LAND USE AND PLANNING

5.6.1 FINDING

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative on-site land use\(^{11}\) and planning impacts associated with the below-mentioned thresholds:

**Threshold 4.6-1** Would the Project conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

5.6.2 FACTS IN SUPPORT OF FINDINGS

**Threshold 4.6-1**

*Onsite Land Uses*

Final Program EIR 627 evaluated the potential conflict with a land use plan, policy, or regulation as it pertains to compatibility with land uses on site (i.e., on-Airport impacts). The proposed GAIP improvements would not introduce any uses that would be incompatible with the current general aviation functions at the Airport. Additionally, the area on the Airport dedicated to general aviation uses would not substantially change. The only reduction in overall area for general aviation uses would be associated with the transient aircraft apron parking area located at the south end of the Airport. Aircraft are parked in an OFA for Runway 2L, and the Project Proposed for Approval would correct this non-standard condition.

Currently, there are license agreements for perimeter fence access for freight, cargo, and maintenance operations incidental to the transportation of passengers into the Airport from 3000 Airway Avenue in Costa Mesa (located immediately north of the Limited Service Southwest FBO). The parcel is not part of the Airport; however, the entry gate provides access to the secured portion of the airfield pursuant to "through the gate" license agreements with the County. The Project Proposed for Approval does not identify any facilities between the access gate and Perimeter Road. Therefore, no significant impact would be associated with maintaining access at this location and no measures are required.

Recognizing the constrained capacity at the Airport, one of the objectives of the GAIP is to utilize limited land area efficiently and economically. The Final Program EIR discusses the industry trend toward the reduction of small single-engine fixed-wing piston aircraft and an increase in turboprops and business/private jets. Although the aviation forecasts does project an increase in the number of annual jet and helicopter operations for Project Proposed for Approval, there would be a reduction in the facilities serving these types of aircraft when compared to the current capacity and Baseline (2016) conditions. Compared to the Baseline (2016) conditions,

\(^{11}\) Potential impacts to surrounding land uses are discussed in Section 7.1.
seven turboprop, seven turbojet, and one helicopter would be displaced from the Airport under the Project Proposed for Approval.

Although the Project Proposed for Approval would result in the loss of 42 aircraft parking spaces compared to current capacity, it provides facilities for 72 aircraft parking spaces beyond the 2016 occupancy. The Project Proposed for Approval would provide capacity beyond the projected 2026 demand for the single-engine and multi-engine piston aircraft.

Although the phasing of the Project Proposed for Approval is designed to minimize disruption at the Airport, during construction to correct non-standard conditions, current users of the general aviation facilities (i.e., FBOs and aircraft owners) would need to be temporarily relocated either to alternative locations on the Airport or to other airports in the region while each area on the Airport is under construction.

The loss of parking spaces for turboprop and turbojet aircraft may be perceived as adverse because it reduces the overall capacity at the Airport; however, it would not result in an incompatible land use or conflict with any applicable land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. The Airport is committed to maintaining general aviation uses; however, there are no requirements that establish a minimum or maximum amount of general aviation. JWA would continue to serve general aviation uses. The aircraft are accommodated on the Airport through lease agreements, which have established expiration dates or provisions for cancelation of the lease. The improvements would be phased, allowing additional time for aircraft owners to make other accommodations. Currently, both Fullerton Municipal Airport and Long Beach Airport have sufficient capacity to accommodate the displaced aircraft. Therefore, the reduction in the overall number of aircraft based at JWA would not result in a significant environmental impact. No mitigation measures are required for on-site land uses.

None of the cumulative projects would have impacts of the same nature as those discussed above; therefore, the potential for a cumulative on-site or policy impact is less than significant.

For the reasons described above, the Board hereby finds the Project Proposed for Approval would not conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project adopted for the purpose of avoiding or mitigating an environmental effect; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although minimization measures are not identified as mitigation measures, the County does include them in the MMRP to ensure implementation tracking. The following minimization measure is identified in Final EIR 627.

Policy Consistency Analysis

Final Program EIR 627 evaluated consistency with policies of the Airport Environs Land Use Plan for John Wayne Airport ("AELUP"), the 2016–2040 Regional Transportation Plan/Sustainable Communities Strategy, the Orange County General Plan, and the General Plans of the jurisdictions immediately adjacent to the Airport (cities of Newport Beach, Irvine, and Costa Mesa). The cities of Newport Beach, Costa Mesa, and Irvine do not have jurisdiction over any component of the Project Proposed for Approval; therefore, the analysis of the cities’ General Plan policies is
provided in the Final Program EIR for informational purposes and was not used for the basis of making a determination of a significant impact.

The AELUP, the Orange County General Plan, and the City of Newport Beach General Plan have incorporated the 1985 Master Plan 65 CNEL noise contours as the Policy Implementation Line ("PIL") for assessing land use compatibility. Although this contour is larger than the existing 65 CNEL contour, it is the basis of the Settlement Agreement, as amended. Final Program EIR 627 did identify there would be additional residences in the 65 to 70 CNEL contour when compared to the Baseline (2016) contour (see Section 7.1 of these Findings). However, the noise contours for the Baseline (2016) Plus Project Proposed for Approval does not exceed the policy implementation line for JWA. Therefore, the Project Proposed for Approval is consistent with the policies of the AELUP and the Orange County and City of Newport Beach General Plans. The Final Program EIR also identified that these homes either have avigation easements or are included in the area covered by the Acoustical Insulation Program ("AIP") approved in conjunction with the 1985 Master Plan.

No policy inconsistencies were identified with the City of Costa Mesa General Plan or the 2016-2040 RTP/SCS.

No significant impacts were identified and no mitigation measures are required.

## 5.7 NOISE

### 5.7.1 FINDING

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative noise impacts associated with the below-mentioned thresholds:

**Threshold 4.7-1** Would the Project expose persons to or generate noise levels in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies?

**Threshold 4.7-2** Would the Project result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

**Threshold 4.7-3** Would the Project result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?

**Threshold 4.7-4** Would the Project expose people residing or working within an airport land use plan area to excessive noise levels?
5.7.2 FACTS IN SUPPORT OF FINDINGS

Threshold 4.7-1, Threshold 4.7-2, and Threshold 4.7-4

To determine the incremental increase in noise attributable to the Project Proposed for Approval, the noise analysis contained in Final Program EIR 627 compared the Baseline (2016) noise contours and applied the 2026 general aviation fleet mix and operations (i.e., an existing condition compared to existing plus project evaluation). From a noise perspective, the location of the on-airport facilities has limited implications. The noise is associated with number of operations and the general aviation fleet mix. From an operational perspective, the noise characteristics of the Project Proposed for Approval would be similar to the No Project Alternative. The noise impacts with the No Project Alternative would slightly overstate the potential impacts because the Project Proposed for Approval allows slightly fewer aircraft to be based at the Airport and slightly fewer operations than the No Project Alternative.

The analysis was conducted using the required FAA AEDT model for estimating aircraft noise. AEDT requires the input of the physical and operational characteristics of the airport. Physical characteristics include runway coordinates, airport altitude, and temperature, and optionally, topographical data. Operational characteristics include various types of aircraft data. This includes not only the aircraft types and flight tracks, but also departure procedures, arrival procedures and stage lengths (flight distance) that are specific to the operations at the airport.

As outlined in Final Program EIR 627 Section 4.7 and the John Wayne Airport General Aviation Improvement Program Noise Analysis Technical Report [Appendix H], the key assumptions for the noise modeling include:

- The percentage of day, evening, and night distribution of future aircraft operations would be consistent with the percentage of existing operations.
- The total yearly commercial carrier operations (number of flights and fleet mix) for the Baseline (2016) plus No Project and the Baseline (2016) plus Project Proposed for Approval, are the same because the Project Proposed for Approval would not modify existing or future commercial carrier operations approved as part of the 2014 Settlement Agreement Amendment. The operations and fleet mix for the Project Proposed for Approval were developed based on the Orange County/John Wayne Airport (JWA) General Aviation Improvement Program (GAIP) Based Aircraft Parking—Capacity Analysis and General Aviation Constrained Forecasts (April 3, 2018), provided as Appendix D to the Final Program EIR.
- The flight tracks and runway use developed for the Baseline (2016) condition has been used for the Project Proposed for Approval. Runway use at JWA is based on aircraft size with commercial aircraft and large jets using Runway 20R and smaller general aviation aircraft primarily using Runway 20L.

Using the AEDT model output, the specific CNEL values at each NMS for the Baseline (2016) and the Baseline (2016) Plus No Project Alternative scenario was developed and the incremental change in noise levels between the Baseline (2016) and the No Project Alternative were calculated to assess the impacts of the Project Proposed for Approval. Consistent with State
standards used for establishing a regional level of land use compatibility between airports and their surrounding environs, the 65 CNEL was used for assessing when potential compatibility impacts with noise sensitive uses would occur.

The County of Orange aircraft noise increase significance thresholds were used to assess the potential for a significant project-related impact. Using the County’s aircraft noise increase significance threshold, a sensitive receptor with noise exposures exceeding 65 CNEL with the project will be considered significantly impacted if the noise level with the project increases by 1.5 dB or more over the existing noise exposure. Sensitive receptors with noise exposures between 60 and 65 CNEL will be considered significantly impacted if the noise level with the project is 3.0 dB or more than the existing noise level. Sensitive receptors with noise exposures between 45 and 60 CNEL will be considered significantly impacted if the noise level with the project is 5.0 dB or more than the existing noise level.

**Project Impacts**

Final Program EIR 627 quantified the aviation noise levels at each NMS for the Project Proposed for Approval. NMS 1S, 2S, 3S, located in the Santa Ana Heights community in the City of Newport Beach, and NMS 8N, located in the City of Irvine, all have noise levels above 65 CNEL in the Baseline (2016) and the Baseline Plus No Project scenarios. As previously noted, the Baseline Plus No Project scenario serves for assessing impacts of the Baseline Plus Project Proposed for Approval scenario. The greatest increase within the 65 CNEL contour is a 0.14 CNEL increase at NMS 3S. However, NMS 8N is located in a commercial area with no nearby noise sensitive uses. To assess the potential for a significant impact based on the thresholds (discussed above), the change in future noise values compared to the Baseline (2016) conditions were calculated because this represents the increased noise that would be attributable to the Project Proposed for Approval. At all the NMS, the change in CNEL value compared to the Baseline (2016) was substantially less than the significance threshold.

The Project Proposed for Approval does involve the removal of community hangars at the Full Service Southeast FBO to comply with FAA height restrictions. This action may necessitate modifications to the existing on-site office space and a flight school, which would be required to meet the interior noise criteria as specified in the Noise Element and Land Use/Noise Compatibility Manual. This requirement is contained in SC NOI-1.

Changes in CNEL traffic noise levels along roadways in the vicinity of JWA were calculated using the traffic volumes provided in the *Traffic Impact Analysis* (Appendix I to Final Program EIR 627). The Project Proposed for Approval would not change traffic patterns because the existing Airport configuration (i.e., one Full Service FBO on the east side and one Full Service FBO split between the east and west side) would not change. However, there would be an incremental increase in the number of vehicle trips compared to the Baseline (2016) because of the projected increase in the number of flights by 2026 (91 additional average weekday vehicle trips to and from JWA). Given the low increase in traffic volume, which would be distributed between the east and west sides of the Airport, the noise increases attributable to changes in traffic volumes would be nominal and would not be detectable to an average person. Impacts associated with traffic noise levels would be less than significant.
Cumulative Impacts

Final Program EIR 627 evaluated cumulative noise impacts. Because of the way noise levels are combined, in order for two noise sources to result in a cumulative impact, the noise levels generated by the sources need to generate similar noise levels that are just below or exceeding an applicable noise standard, 65 CNEL for residences. Two noise sources generating equal noise levels will result in a cumulative noise level 3 dB greater than the level from only one of the sources. Therefore, the noise levels from two individual sources would need to be within 3 dB of the standard for a cumulative impact to be possible. If the noise levels from two sources differ by 10 dB or more, the cumulative noise level is the same as the louder noise source. The noise levels must be within 4 dB of each other for the cumulative noise level to be 1.5 dB greater than the loudest noise level. These facts considerably limit the situations where cumulative noise impacts could occur.

The cumulative projects that would contribute to a change in the noise environment at the JWA are the FAA’s SoCal Metroplex project and the 2014 John Wayne Airport Settlement Agreement Amendment. The final procedures in the Metroplex are still being evaluated by FAA; therefore, as discussed in the Final Program EIR it would be speculative to assume a flight path that differs from what was being used at the time the analysis was prepared. The cumulative analysis assumes the Phase 3 (2026 to 2030) operation of the commercial carriers consistent with the 2014 JWA Settlement Agreement Amendment and the 2026 general aviation projections associated with the Project Proposed for Approval. The noise analysis does take into account an increase in the use of aircraft in the Boeing 737-MAX and Airbus A320-NEO families in 2026 based on the current aircraft orders reported by Boeing and Airbus in the U.S.

Similar to the project-level analysis, quantitative analysis for the cumulative conditions has been calculated for each NMS. NMS 1S, 2S, 3S, and 8N have noise levels above 65 CNEL in the Baseline (2016) and the Cumulative No Project scenarios, the latter would be representative of the Cumulative Project Proposed for Approval scenario. As previously noted, NMS 8N is located in a commercial area with no nearby noise sensitive uses.

To assess the potential for a significant impact based on the thresholds (discussed above), the change in cumulative noise values compared to the Baseline (2016) conditions were calculated because this represents the increased noise that would be attributable to the cumulative conditions and the contribution of the Project Proposed for Approval to that incremental increase. At all the NMS, the change in CNEL value for the cumulative scenario compared to the Baseline (2016) was substantially less than the significance threshold. As discussed in the Final Program EIR, the majority of the change in noise levels in 2026 is associated the approved increase in commercial carrier operations provided for through the 2014 JWA Settlement Agreement Amendment. An evaluation of the three NMS (1S, 2S, and 3S) with noise levels in excess of 65 CNEL in proximity to noise sensitive land uses, shows the greatest noise increase in the cumulative condition, when compared to the Baseline (2016) noise levels is at NMS 3S. The change in noise level does not increase at a level greater than the significance threshold at any NMS even when comparing the 2026 cumulative noise levels (i.e., increase in commercial carrier operations and the GAIP operations) to the Baseline (2016) condition.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not (1) cause the exposure of persons to or generate noise levels in excess of standards
established in a local general plan or noise ordinance or applicable standards of other agencies; (2) result in a substantial permanent increase in ambient noise levels; and (3) expose people residing or working within an airport land use plan area to excessive noise levels. Therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although impacts are less than significant and no mitigation measures are required, Final Program EIR 627 did identify the following regulatory requirement and minimization measure to further reduce potential noise impacts. Regulatory requirements and minimization measures are not identified as mitigation measures; however, the County does include them in the MMRP to ensure implementation tracking. The following regulatory requirement and standard condition are identified in Final Program EIR 627.

**RR NOI-1** The Orange County Municipal Code Article 3 Section 2-1-30, General Aviation Noise Ordinance, prohibits nighttime general aviation operations that exceed the specified SENEL noise limit at each of the noise monitoring locations.

**SC NOI-1** Except when the interior noise level exceeds the exterior noise level, the applicant shall sound attenuate all nonresidential structures against the combined impact of all present and projected noise from exterior noise sources to meet the interior noise criteria as specified in the Noise Element and Land Use/Noise Compatibility Manual.

Prior to the issuance of any building permits, the applicant shall submit to the Manager, Building and Safety, an acoustical analysis report prepared under the supervision of a County-certified acoustical consultant which describes in detail the exterior noise environment and the acoustical design features required to achieve the interior noise standard and which indicates that the sound attenuation measures specified have been incorporated into the design of the project. (County Standard Condition N02)

### Threshold 4.7-3

Construction activities would result in a temporary increase in ambient noise. Construction noise is related primarily to the use of heavy equipment. The analysis conducted in Final Program EIR 627 evaluated the noise associated with construction equipment in both stationary and mobile modes. Construction activities are exempt from the quantitative limits of the Orange County Noise Ordinance provided the construction does not take place between the hours of 8:00 PM and 7:00 AM on weekdays, including Saturday, or at any time on Sunday or a federal holiday. However, due to FAA safety restrictions it is anticipated that some night construction would occur.

The Final Program EIR identifies the nearest sensitive land uses to the construction area for the Project Proposed for Approval is a new multi-story residential building on the south corner of Baker Street and SR-55. These residences are located about 2,000 feet from the nearest section of the construction zone. Existing commercial buildings are located between the Airport and the residential buildings, which provide attenuation to the construction noise. Based on this distance and the height of the intervening buildings, the worst-case mitigated peak ($L_{max}$) construction noise levels would be in the 44- to 59-dBA range at those residences on the east side of SR-55 for very short periods. The average noise levels are typically 5 to 15 dB lower than the peak noise.
levels. Average noise levels ($L_{eq}$) at the nearby residences could be in the range of 34 to 49 dBA. These noise levels are below the nighttime noise ordinance level (50 dBA) for the City of Costa Mesa, and the resultant noise levels are lower than existing ambient conditions in this area, which are about 65 dB CNEL. Therefore, noise from construction activities at the Airport for the Project Proposed for Approval would not impact the noise-sensitive land uses nearest to the proposed construction area.

The cumulative projects involving construction activities are expected to be completed prior to the initiation of construction of the Project Proposed for Approval. Additionally, due to the built-out nature of the area immediately surrounding the Airport, there is limited potential for other large construction projects that would result in cumulative construction noise impacts. Therefore, cumulative construction noise would be less than significant.

The increases in noise associated with operation (i.e., aviation activity) of the Project Proposed for Approval, is evaluated under Thresholds 4.7-1, 4.7-2, and 4.7-4.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity. Therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures.

## 5.8 TRANSPORTATION/TRAFFIC

### 5.8.1 FINDING

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative transportation/traffic impacts associated with the below-mentioned thresholds:

**Threshold 4.8-1** Would the Project conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?

**Threshold 4.8-2** Would the Project conflict with an applicable congestion management program, including, but not limited to level of service standard and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?
5.8.2 FACTS IN SUPPORT OF FINDINGS

Threshold 4.8-1

The traffic study area for the Project Proposed for Approval was identified in cooperation with the local jurisdictions surrounding the Airport (i.e., cities of Costa Mesa, Newport Beach, and Irvine). The analysis considers two study areas. The “primary study area” encompasses those intersections that are included in the peak hour impact analysis. The criteria for selecting this primary study area mirrors the significance criteria used for identifying Project impacts and includes those intersections that have a “measurable” change in traffic as defined by the performance criteria of the local jurisdiction (i.e., a peak hour ICU increase of more than 1.0 percent). The “secondary study area” is the area for which average daily traffic (“ADT”) data is presented and includes the roadway system surrounding the Airport. Because of the specific intersection selection, the primary study area is more focused than the secondary study area.

The quantitative traffic analysis conducted for the Project Proposed for Approval identified an nominal increase in the number of vehicle trips from general aviation activities accessing the Airport when compared to Baseline (2016). Higher average trip generation rates were factored in to reflect a greater proportion of larger general aviation aircraft in 2026. The analysis evaluated the change in AM and PM peak hours and ADT.

The traffic forecast data used to portray future cumulative conditions are taken from the traffic modeling forecasts prepared by the three cities in the project vicinity. They represent long range cumulative conditions rather than a specific year (for example the Irvine Transportation Analysis Model [“ITAM”] volumes are labeled as “post-2035” while the Costa Mesa forecasts are referred to as “2035”). Hence, the 2026 projections include cumulative projects plus other anticipated growth in each city, and growth in the region through traffic on those roadways that serve regional and local traffic.

The Intersection Capacity Utilization (“ICU”) analysis identified that in the future year (2026), all Project intersections would be operating at a satisfactory level of service (“LOS”) D or better, which is the threshold used by the local jurisdictions. Therefore, the Project Proposed for Approval does not have any significant impacts at the study intersections.

An analysis of the vehicle miles traveled (“VMT”) was also conducted. The VMT analysis is not specific to a defined study area but estimates the overall change in VMT caused by trips generated by the Project Proposed for Approval. Measures include the absolute change in VMT and the change in VMT per capita. The latter recognizes that VMT will increase with increasing population in a region, and the analysis thereby evaluates whether any increase in VMT is higher or lower than the increase in population in the area being considered. The analysis identified a 5.5 percent increase in VMT when comparing the 2026 VMT for the Project Proposed for Approval with the Baseline (2016) condition, which is less than the 9.0 percent increase with the No Project scenario over the same period. Therefore, the Project Proposed for Approval would not result in a substantial increase in regional VMT.

The Final Program EIR also evaluated short-term traffic construction impacts. The Project Proposed for Approval would have limited construction activities and the number of construction trips would be limited. Additionally, it should be noted that the peak hour for
construction-related trips usually differs from the peak hour of the adjacent streets’ trips (i.e., construction workers tend to be earlier than those of the adjacent streets). Therefore, impacts would be less than significant.

Final Program EIR 627 also evaluated the effects of the displacement of aircraft. Under existing conditions 49 percent of the total general aviation operations are from based aircraft (versus transient aircraft). The Project Proposed for Approval would result in limited aircraft displacement (approximately 15 aircraft). The VMT associated with the vehicles traveling to other airports would be nominal compared to total regional VMT to assess the likelihood of an impact on the regional circulation network. This increase would have a negligible impact on the region’s traffic, and the impact is considered less than significant.

The Final Program EIR evaluated the potential impacts on mass transit and non-motorized travel. Bus Routes 76 and 212 serve the JWA commercial terminal, Route 71 provides service along Red Hill Avenue, and Route 178 provides service along Birch Street. The Project Proposed for Approval would not interfere with any of these routes because improvements are internal to the Airport.

Similarly, no designated bike routes or pedestrian walkways external to the Airport would be affected. The vehicle trip estimates for the Project Proposed for Approval do not assume any use of public transit, but these bus routes do provide a transit mode option, particularly for general aviation workers. Impacts would be less than significant and no mitigation is required.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation. Therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures.

**Threshold 4.8-2**

The study intersections evaluated in Final Program EIR 627 were identified because the GAIP had the potential to result in “measurable” change in traffic as defined by the performance criteria of the local jurisdiction. None of the six study area intersections are designated Congestion Management Plan (“CMP”) intersections, and none of the roadways adjacent to the Airport are part of the CMP Highway System. The closest CMP facility (i.e., roadway or intersection) is Jamboree Road located approximately 0.75 mile to the east of the Airport in the cities of Irvine and Newport Beach. Therefore, the Board hereby finds that the Project Proposed for Approval would not conflict with the CMP and no mitigation is required.
5.9  **TRIBAL CULTURAL RESOURCES**

5.9.1  **FINDING**

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative tribal cultural resources impacts associated with the below-mentioned thresholds:

**Threshold 4.9-1** Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1 (k), or

ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?

5.9.2  **FACTS IN SUPPORT OF FINDINGS**

**Threshold 4.9-1**

The Native American Heritage Commission (“NAHC”) conducted a Sacred Lands File (“SLF”) search for the Airport area. The search failed to identify any sacred places or objects with cultural value to a California Native American tribe on the Airport property. Consistent with requirements of AB 52, the County of Orange sent letters to tribes that have expressed an interest in being consulted regarding Native American resources for the projects being undertaken in unincorporated Orange County. Based on the response, the County initiated consultation with the Gabrielino Band of Mission Indians – Kizh Nation.

The Airport Project site lies within an area where ancestral territories of Kizh Gabrielino Tribe villages adjoined and overlapped, at least during the Late Prehistoric (before European contact) and Protohistoric Periods (Post-contact). Mr. Salas recommended that a certified Native American monitor be onsite during ground disturbing activities.

For purposes of impact analysis, a tribal cultural resource is considered a site, feature, place, cultural landscape, sacred place, or object which is of cultural value to a California Native American Tribe and is either eligible for the California Register of Historic Resources (“CRHR”) or a local register. A recorded archaeological site (CA-ORA-1223) is located approximately \(\frac{1}{3}\) mile south of the Airport in a developed area. The site will not be affected by the Project Proposed for Approval. Given the disturbed nature of the site, impacts on tribal cultural resources listed or
eligible for listing on the CRHR are not expected. The County of Orange does not have a local listing.

Although tribal cultural resources impacts are site-specific with regard to any given resource (e.g. resources of important cultural value to Native Americans), impacts may be considered cumulative simply because they relate to the loss of tribal cultural resources in general over time throughout the region. Cumulative development associated with regional growth (i.e., development off Airport property) would have similar potential for impacts to unknown resources. However, each of these development proposals would undergo environmental review and would be subject to similar resource protection requirements as determined by the local lead agency.

For the reasons described above, the Board hereby finds the Project Proposed for Approval would not cause a substantial adverse change in the significance of a tribal cultural resource; therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although the Project Proposed for Approval is not expected to result in significant direct or cumulative impacts to tribal cultural resources, and mitigation is not required, the following minimization measure is included in Final Program EIR 627 to further reduce the potential for an impact to currently unknown tribal cultural resources should construction extend into native soil.

**MN TCR-1 Tribal Cultural Resources Observation and Salvage.** Prior to the issuance of any grading permit in which native soil is disturbed, the applicant shall provide written evidence to the Manager, Permit Services, that a Native American monitor has been retained to observe grading activities in native sediment and to salvage and catalogue tribal cultural resources as necessary. The Native American monitor, which shall be a representative of a tribe with ancestral connection to the land, shall be present at the pre-grade conference, shall establish procedures for tribal cultural resource surveillance, and shall establish, in cooperation with the County, procedures for temporarily halting or redirecting work to permit the sampling, identification, and evaluation of the tribal cultural resource as appropriate. If the tribal cultural resources are found to be significant, the Native American observer shall determine appropriate actions, in cooperation with the County for exploration and/or salvage.

**5.10 UTILITIES AND SERVICE SYSTEMS**

**5.10.1 FINDING**

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative utilities and service system impacts associated with the below-mentioned thresholds:

**Threshold 4.10-1** Would the Project exceed the wastewater treatment requirements of the applicable Regional Water Quality Control Board (“RWQCB”)?
Threshold 4.10-2 Would the Project require or result in the construction of new water or wastewater treatment facilities or the expansion of existing facilities, the construction of which could cause significant environmental impacts?

Threshold 4.10-3 Would the Project not have sufficient water supplies available to serve the Project from existing entitlements and resources, or new or expanded entitlements would be needed?

Threshold 4.10-4 Would the Project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project’s projected demand in addition to the provider’s existing commitments?

5.10.2 FACTS IN SUPPORT OF FINDINGS

Threshold 4.10-1 through Threshold 4.10-4

Wastewater

The majority of JWA is serviced by the Orange County Sanitation District ("OCSD") sewers. The area along the western boundary of JWA is served by sewer mains owned and maintained by the Costa Mesa Sanitation District ("CMSD"), which conveys flows to OCSD facilities for treatment. Wastewater treatment requirements under Order No. R8-2012-0035 have been issued by the Santa Ana RWQCB for the OCSD treatment plants to ensure that adequate levels of treatment would be provided for the wastewater flows emanating from all land uses within its service area.

The reconstructed and/or reconfigured general aviation facilities under the Project Proposed for Approval would have to comply with the wastewater regulations and requirements of OCSD and/or CMSD if demolition of any facility interfered with sewer system connections; however, since no new buildings are included in the Project Proposed for Approval, no impacts are anticipated.

The Project Proposed for Approval would result in a minimal increase in the number of people being served at the Airport. Any modifications to the existing Full Service Southeast FBO under the Project Proposed for Approval would need to comply with the current building codes; therefore, older plumbing fixtures and appliances would be replaced with fixtures and appliances that comply with current code requirements. Water-efficient systems would offset the projected increase in wastewater generation. Modification of other facilities at the Airport is not proposed under the Project Proposed for Approval. Thus, the wastewater generation under Project Proposed for Approval would not affect the ability of OCSD to serve the wastewater treatment demand generated by the increase in the number of persons at the site.

The Project Proposed for Approval would result in a limited increase in the average number of people using the Airport on an average day, resulting in a nominal increase in water demand and wastewater generation. A review of the cumulative projects indicates that only the 2014 Settlement Agreement Amendment would result in an increased demand for water and wastewater generation. As part of the analysis and coordination with OCSD conducted for the
Settlement Agreement Amendment, it is estimated that under the 1990 Service Agreement between JWA and the OCSD, there is capacity to serve approximately 12.96 million annual passengers ("MAP"). Therefore, cumulative impacts associated with wastewater treatment requirements or capacity would be less than significant.

**Water Resources**

The Mesa Water District provides potable (domestic) water service to JWA and has been identified in the District’s 2015 Urban Water Management Plan ("UWMP") as one of the major regional facilities in the service area. The increase in water demand under the Project Proposed for Approval would be minimal and could be serviced within the water supplies outlined in the UWMP. Similar to wastewater, any internal modifications to the existing facilities would need to comply with current building codes. Thus, the Project Proposed for Approval would not create substantial demands for water nor require the construction of new water treatment facilities or expansion of existing facilities.

Mesa Water District, through the development of the UWMP, has demonstrated they have sufficient capacity to meet sufficient water supplies available to serve cumulative development during normal, dry and multiple dry years. Less than significant impacts are expected.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not (1) exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board; (2) require construction of new water or wastewater treatment facilities or the expansion of existing facilities; (3) exceed water supplies available to serve the Project from existing entitlements; nor (4) exceed the wastewater treatment provider capacity to serve the project’s projected demand in addition to the provider’s existing commitments. Therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures.

### 5.11 Water Quality

#### 5.11.1 Finding

Implementation of the Project Proposed for Approval would not result in significant Project or cumulative water impacts associated with the below-mentioned thresholds:

**Threshold 4.11-1** Would the Project violate any water quality standards or waste discharge requirements?

**Threshold 4.11-2** Would the Project create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?

**Threshold 4.11-3** Would the Project otherwise substantially degrade water quality?
5.11.2 FACTS IN SUPPORT OF FINDINGS

Threshold 4.11-1 through Threshold 4.11-3

Short-Term Construction Impacts

Demolition and construction activities associated with implementation of the Project Proposed for Approval would generate pollutants that may enter storm water runoff and downstream water bodies. Construction site runoff would flow into adjacent catch basins and storm drainage lines and would contribute to pollutants in the storm water, if not treated. Compliance with regulatory requirements and standard conditions would require construction contractors to obtain coverage under the NPDES Construction General Permit for sites of one acre or more. This permit requires the discharger to prepare and implement a Storm Water Pollution Prevention Plan ("SWPPP"), which must include erosion-control and sediment-control Best Management Practices ("BMPs"), wind and water tracking controls, hazardous material management practices, and other site-management BMPs that would meet or exceed measures required by the determined risk level of the Construction General Permit. Contractors on sites less than one acre would still need to prepare a SWPPP that would also prevent and/or minimize pollutants on storm water runoff.

Compliance with RR WQ-1, SC WQ-1 through SC WQ-4, and SC WQ-6, listed below, would ensure that demolition and construction activities for the Project Proposed for Approval do not violate water quality standards or substantially degrade water quality. Short-term construction impacts on water quality would be less than significant, and no mitigation is required.

The cumulative projects identified on the Airport would not be under construction concurrent with the GAIP improvements; therefore, they would not contribute to construction-related water quality impacts. Construction of other projects outside the Airport but within the Newport Bay watershed, together with the proposed GAIP projects, would have the potential to result in cumulative impacts on water quality. However, implementation of BMPs listed in individual SWPPPs, which are required for coverage under the NPDES Construction General Permit would reduce storm water pollutants during demolition and construction activities to less than significant levels. This condition would apply to all significant construction projects in the watershed.

Long-Term Operational Impacts

The Project site is largely paved and would remain paved with the Project Proposed for Approval. Although no substantial increase in the extent of impervious surfaces would occur and no substantial change in the volume of runoff would be generated at the Airport. FBO and maintenance areas of the Airport operate under the NPDES Industrial General Permit; and other areas operate under the Orange County municipal separate storm sewer system ("MS4"). Under the MS4 permit, the Project Proposed for Approval would be considered a Priority Redevelopment Project because it proposes redevelopment or replacement of 5,000 square feet or more of impervious surface.
As part of the Industrial General Permit requirements, JWA has prepared and implements a SWPPP and a Monitoring Implementation Plan ("MIP"). The SWPPP is designed to identify potential sources of pollutants and work practices and management procedures that are implemented to minimize pollutants from entering the storm water. Under the MS4 permit, a Conceptual or Preliminary Water Quality Management Plan ("WQMP") and a final Project WQMP would be required. All elements of the Project Proposed for Approval would need to comply with applicable federal, state, and local requirements. The Project Proposed for Approval would not violate water quality standards or waste discharge requirements, create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff, or otherwise substantially degrade water quality. Impacts would be less than significant.

For cumulative long-term operational impacts, the existing BMPs and other practices that are implemented at the Airport would continue to be implemented as part of the MS4 Permit regulations and the Industrial General Permit for the Airport and in compliance with pertinent County Code regulations. These would apply to the GAIP and other Airport projects. Cumulative projects in the watershed, but off Airport property, would also be required to comply with the MS4 Permit issued for new development and major redevelopment projects. Should, as part of the regional growth, other industrial uses be proposed, industrial dischargers would also have to obtain coverage under the Industrial General Permit and comply with the applicable requirements to protect water quality. Therefore, cumulative adverse impacts related to water quality would be less than significant, and no mitigation is required.

For the reasons described above, the Board hereby finds that the Project Proposed for Approval would not (1) violate water quality standards or waste discharge requirements; (2) result in runoff water that would exceed the capacity of existing storm water drainage systems or provide substantial additional sources of polluted runoff; nor (3) substantially degrade water quality. Therefore, direct and cumulative impacts would be less than significant without the implementation of mitigation measures. Although regulatory requirements and standard conditions are not identified as mitigation measures; the County does include them in the MMRP to ensure implementation tracking. The following regulatory requirement and standard conditions are identified in Final Program EIR 627.

**RR WQ-1**

If groundwater is encountered during ground disturbance activities at JWA, the contractor shall provide evidence to the County that it has applied for coverage under Order No. R8-2015-0004 for the disposal of acceptable construction dewatering discharges to the local storm drainage system, through the submission of a copy of the completed Notice of Intent for the project and Santa Ana Regional Water Quality Control Board’s ("RWQCB’s") Discharge Authorization Letter. The contractor shall comply with the discharge prohibitions; conduct groundwater testing to show the discharge would not exceed the set effluent limitations and applicable surface water limitations, including the provision of needed facilities and systems of treatment and control to meet the limitations; and implement a monitoring and reporting program.

If the proposed discharge is not eligible for coverage under this Order, an individual National Pollutant Discharge Elimination System ("NPDES") permit shall be obtained. The contractor shall provide a copy of the NPDES permit to the
Orange County Building and Safety Division and implement the conditions of approval during construction dewatering activities.

**SC WQ-1**

Prior to the issuance of any grading or building permits, the applicant shall submit for review and approval by the Manager, Building and Safety, a Water Quality Management Plan ("WQMP") specifically identifying Best Management Practices ("BMPs") that will be used on site to control predictable pollutant runoff. The applicant shall utilize the Orange County Drainage Area Management Plan ("DAMP"), Model WQMP, and Technical Guidance Manual for reference, and the County's WQMP template for submittal. This WQMP shall include the following:

- Detailed site and project description
- Potential storm water pollutants
- Post-development drainage characteristics
- Low Impact Development ("LID") BMP selection and analysis
- Hydromodification Control BMP selection and analysis
- Structural and Non-Structural source control BMPs
- Site design and drainage plan (BMP Exhibit)
- Geographic Information Systems ("GIS") coordinates for all LID and Treatment Control BMPs
- Operation and Maintenance ("O&M") Plan that (1) describes the long-term operation and maintenance requirements for BMPs identified in the BMP Exhibit; (2) identifies the entity that will be responsible for long-term operation and maintenance of the referenced BMPs; and (3) describes the mechanism for funding the long-term operation and maintenance of the referenced BMPs

The BMP Exhibit from the approved WQMP shall be included as a sheet in all plan sets submitted for plan check, and all BMPs shall be depicted on these plans. Grading and building plans must be consistent with the approved BMP exhibit. (County Standard Condition WQ01)

**SC WQ-3**

Prior to the issuance of any grading or building permits, the applicant shall demonstrate compliance with California’s General Permit for Stormwater Discharges Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number or other proof of filing in a manner meeting the satisfaction of the Manager, Permit Intake. Projects subject to this requirement shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). A copy of the current SWPPP shall be kept at the project site and be available for County review on request. (County Standard of Approval WQ04)
Prior to the issuance of any grading or building permit, the applicant shall submit an Erosion and Sediment Control Plan (ESCP) in a manner meeting approval of the Manager, Permit Intake, to demonstrate compliance with the County’s NPDES Implementation Program and state water quality regulations for grading and construction activities. The ESCP shall identify how all construction materials, wastes, grading or demolition debris and stockpiles of soil, aggregates, soil amendments, and other on-site materials shall be properly covered, stored, and secured to prevent transport into local drainages or coastal waters by wind, rain, tracking, tidal erosion, or dispersion. The ESCP shall also describe how the applicant will ensure that all BMPs will be maintained during construction of any future public rights-of-way. The ESCP shall be updated as needed to address the changing circumstances of the project site. A copy of the current ESCP shall be kept at the project site and be available for County review on request. (County Standard of Approval WQ05)

For industrial facilities subject to California’s General Permit for Stormwater Discharges Associated with Industrial Activity as defined by Standard Industrial Classification (“SIC”) Code.

Prior to grading or building permit close-out and/or the issuance of a certificate of use and occupancy, the applicant shall demonstrate that compliance with the permit has been obtained by providing a copy of the Notice of Intent (“NOI”) submitted to the State Water Resources Control Board and a copy of the notification of the issuance of a Waste Discharge Identification (“WDID”) Number or other proof of filing to the satisfaction of the Manager, OC Inspection.12 (County Standard of Approval WQ07)

12 Alternatively, the facility may provide documentation to be added to the Airport’s existing SWPPP and demonstrate the BMPs implemented by the facility meet the requirements of the Industrial General Permit.
6.0 **Significant Effects That Can Be Feasibly Mitigated to Below Significance**

The following potentially significant environmental impacts were analyzed in the Final Program EIR and the effects of the Project Proposed for Approval were considered. Compliance with existing laws, codes and statutes and the imposition of feasible mitigation measures and development requirements have reduced potential Project direct and cumulative impacts to a level considered less than significant as determined by the County in accordance with CEQA. Therefore, as set forth in detail below, the Board of Supervisors, in accordance with Section 21081(a)(1) of CEQA and Section 15091(a)(1) of the State CEQA Guidelines, makes the finding that, with respect to each of the impact areas described in this Section 6.0, changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

6.1 **Air Quality**

**Threshold 4.2-2** Would the Project violate any air quality standard or contribute substantially to an existing or projected air quality violation?

**Threshold 4.2-3** Would the Project result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?

6.1.1 **Significant Effects**

Implementation of the Project would exceed established air quality standards during construction resulting in a potentially significant impact; however, implementation of a mitigation measure discussed below would reduce the impact to less than significant.

6.1.2 **Findings**

Based on the facts in support set forth below, the Board adopts the following CEQA Finding:

**Threshold 4.2-2** With implementation of MM AQ-1, changes or alterations have been required in, or incorporated into, the Project Proposed for Approval, which mitigate or avoid the significant effects from construction air emissions on the environment to a less than significant level.

**Threshold 4.2-3** With implementation of MM AQ-1, changes or alterations have been required in, or incorporated into, the Project Proposed for Approval, which mitigate or avoid the significant effects from construction air emissions on the environment to a less than significant level.
6.1.3 FACTS IN SUPPORT OF FINDINGS

Threshold 4.2-2 and 4.2-3

Construction Emissions

Construction emissions were calculated using the California Emissions Estimator Model ("CalEEMod", Version 2016.3.2). CalEEMod is a computer program accepted by the SCAQMD that can be used to estimate criteria pollutant and GHG emissions associated with land development projects in California. CalEEMod has separate databases for specific counties and air districts. The Orange County database was used for the proposed Project. CalEEMod defaults were used for equipment and trip generation data. The CalEEMod calculations incorporate the emission reductions associated with SCAQMD’s Rules 402, 403, and 1113, which are listed in Final Program EIR 627 as RR AQ-1 and RR AQ-2.

The air quality analysis in Final Program EIR 627 discloses that the quantitative emissions during construction would exceed the daily mass significance thresholds for NOx established by the SCAQMD for the SoCAB prior to implementation of mitigation. All other criteria pollutants would be below both the SCAQMD mass regional significance thresholds. It should be noted, all criteria pollutants, including NOx would be below the SCAQMD localized significance thresholds.

To reduce maximum daily construction NOx emissions from the Project Proposed for Approval to less than significant, MM AQ-1, which requires construction equipment to meet or exceed the USEPA’s Tier 4 off-road emissions engine standards, must be implemented. With implementation of MM AQ-1, maximum daily construction emissions would be less than significant, as documented in Final Program EIR 627.

The cumulative air quality impacts analysis in the Final Program EIR is based on the guidance provided by SCAQMD that states projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. Projects that do not exceed the project-specific thresholds are generally not considered cumulatively significant. Although, prior to mitigation, the Project Proposed for Approval would contribute to a cumulatively considerable increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard (NOx is an ozone precursor), the net increase would be less than significant with implementation of MM AQ-1.

For the reasons described above, the Board hereby finds that the construction-related emissions associated with the Project Proposed for Approval would not violate air quality standard or substantially contribute, either directly or cumulatively, to an existing or projected air quality violation with implementation of mitigation.

Although significant impacts were not identified for VOCs, the County has incorporated MN AQ-1, which would further reduce the impacts associated with architectural coatings applied to the East and West Access Roads.

Regulatory requirements and minimization measures are not identified as mitigation measures; however, the County does include them in the MMRP to ensure implementation tracking. Therefore, in addition to the mitigation measure (MM AQ-1) required to reduce the construction
emissions to less than significant, the following regulatory requirements and minimization measures are also identified in Final EIR 627.

**RR AQ-1** During construction, the developer shall comply with South Coast Air Quality Management District ("SCAQMD") Rules 402 and 403, in order to minimize short-term emissions of dust and particulates. SCAQMD Rule 402 requires that air pollutant emissions not be a nuisance off site. SCAQMD Rule 403 requires that fugitive dust be controlled with the best available control measures so that the presence of such dust does not remain visible in the atmosphere beyond the property line of the emission source. This requirement shall be included as notes on the contractor specifications. Table 1 of Rule 403 prescribes the Best Available Control Measures that are applicable to all construction projects. The developer shall provide the Manager of Building & Safety, or designee, with an SCAQMD-approved Dust Control Plan or other sufficient proof of compliance with Rule 403, prior to issuance of a grading permit.

**RR AQ-2** Architectural coatings shall be selected so that the volatile organic compound ("VOC") content of the coatings is compliant with SCAQMD Rule 1113. This requirement shall be included as notes on the contractor specifications. The specifications for each project within the GAIP area shall be reviewed by the Manager of Building & Safety, or designee, for compliance with this requirement prior to issuance of a building permit.

**MN AQ-1** JWA shall require architectural coatings applied to the East and West Access Roads be low VOC coatings. Specifically, JWA shall require the use of a paint for markings with less than 50 grams of VOC emissions per liter of paint.

**MM AQ-1** JWA shall require heavy-duty, off-road, diesel-powered construction equipment to meet or exceed the USEPA's Tier 4 off-road emissions engine standards during Airport construction in order to reduce construction-related NOx emissions.

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7.0 **Significant Effects That Cannot Be Feasibly Mitigated to Below Significance**

The following section sets forth the significant unavoidable effects of the Project Proposed for Approval. For this significant unavoidable impact, the Board has determined that (1) even with compliance with existing laws, codes, and statutes and/or the identification or imposition of feasible mitigation measures, potentially significant impacts cannot be reduced to a level of less than significant or (2) no feasible mitigation measures or alternatives are available to mitigate the potentially significant impact. Therefore, for the significant unavoidable effect listed below, the County, in accordance with Section 21081 of CEQA and Section 15091 of the State CEQA Guidelines, makes one or more of the following findings:

**Finding 1** Changes or alterations have been required in, or incorporated into, the Project that mitigate or avoid the significant effects on the environment.

**Finding 2** Those changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other agency.

**Finding 3** Specific economic, legal, social, technological, or other considerations, make infeasible the mitigation measures or alternatives identified in the environmental impact report.

### 7.1 Land Use and Planning

**Threshold 4.6-1** Would the Project conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

#### 7.1.1 Significant Effect

Implementation of the Project Proposed for Approval would result in significant direct and cumulative land use and planning impacts in connection with the compatibility with surrounding land uses. As a result of the incremental increase in noise associated with the increased flights and change in fleet mix with the Project Proposed for Approval, there would be an increased number of sensitive receptors and physical area projected to occur in the 65 to 70 CNEL contour. As previously noted, from an operational perspective, the noise characteristics of the Project Proposed for Approval would be similar to the No Project Alternative. The noise impacts with the No Project Alternative would slightly overstate the potential impacts because the Project Proposed for Approval allows slightly fewer aircraft to be based at the Airport and slightly fewer operations than the No Project Alternative. However, the increase in general aviation operations between 2016 and 2026 is forecasted to occur irrespective of any improvements to general aviation facilities.
No additional schools, hospitals, or places of worship would be included in the 65 to 70 CNEL contour when the Baseline (2016) condition is compared to the Baseline Plus No Project Alternative (which is similar to the Project Proposed for Approval). In the cumulative scenario, there would be one less place of worship in the 65 to 70 CNEL contour.

However, the incremental increase in the 65 to 70 CNEL contour associated with the Baseline Plus Project Proposed for Approval would result in 12 residential parcels being exposed to noise levels in excess of the 65 CNEL, which is the threshold established for land use compatibility.

Of the 10 residences, avigation easements or prescriptive avigation easements have been acquired on all but 3 units. For the seven residential units with avigation easements, the impacts would be less than significant because mitigation has been provided to the conforming uses (i.e., those in a residential land use designation); and the avigation easement was granted for all nine of the units.

As part of the County's AIP, implemented in conjunction with the 1985 Master Plan, the three units without avigation easements were offered sound insulation. One of these three units declined the offer of acoustical insulation and no response was received from two of the units despite genuine effort to offer insulation.

For those units without avigation easements, exposure to noise levels in excess of 65 CNEL would be a significant impact. There are no feasible mitigation measures to reduce exterior noise levels to below 65 CNEL, consistent with the County of Orange standards for noise sensitive uses. Additionally, there is the potential that interior noise levels would exceed established 45 CNEL interior noise standards for land use compatibility for residential uses.

In the cumulative condition, there would be 26 additional parcels compared to Baseline (2016) that would be in the 65 to 70 CNEL contour. These units are all located in the AIP from the 1985 Master Plan. For the units in the AIP that have received sound attenuation, the land use impacts would be less than significant. However, similar to the direct impacts for the Project Proposed for Approval, there are residential units where the homeowner has been offered sound attenuation, although it has not been implemented for any variety of reasons. In these cases, the noise exposure would potentially result in interior and exterior noise levels in excess of policies adopted to avoid or mitigate an environmental effect. For these units there would be a significant cumulative land use compatibility impact.

In addition to the 26 units identified above, there are two parcels in the 2026 cumulative 65 CNEL contour that are outside of the AIP. These two parcels were not included in the AIP because the livable areas (i.e., the houses and backyards) were not in the 65 CNEL contour. This condition remains unchanged (i.e., both the 1985 and the projected 2026 cumulative 65 CNEL contour line do not include areas that would be considered a habitable room or outdoor living areas based on the General Plan). Only the periphery of these long parcels would be affected. Because the living areas would not be exposed to the projected cumulative 65 CNEL contour, there would not be a land use compatibility impact based on the Orange County General Plan standard with the Project Proposed for Approval.

Although the area exposed to noise levels exceeding 70 CNEL would increase by 0.02 square mile (2.2 percent), no new sensitive receptors would be adversely affected under the Project
Proposed for Approval. In the cumulative scenario, there would also be two units in the greater than 70 CNEL contour; however, both of these residences received sound insulation through the AIP and avigation easements have been recorded. Therefore, these two residences would not be identified as incompatible uses.

7.1.2 FINDINGS

The Board finds that, after implementation of all feasible mitigation measures, the Project Proposed for Approval would result in significant unavoidable impacts and the Board adopts the CEQA Findings 1, 2, and 3 listed in this Section 7.0 above.

7.1.3 FACTS IN SUPPORT OF FINDING

The additional residential units that are projected to be in the 65-70 CNEL contour with full (2026) implementation of the Project Proposed for Approval are all within the 65 CNEL contour from the 1985 Master Plan and the 2014 Settlement Agreement Amendment. With adoption of the 2014 Settlement Agreement Amendment and certification of Final EIR 617, the County of Orange adopted a Sound Insulation Program (“SIP”) for reduction of interior noise levels that are projected to potentially be in excess of the 65 CNEL threshold. The SIP would also be applicable to the residential units identified as being impacted in the cumulative condition.

The precise timing of when these residences would be located in the future cumulative 65 CNEL contour is not known because it would be dependent on the actual noise levels associated with both general aviation and commercial carrier operations. However, the SIP would offer interior noise attenuation to these homes, thereby reducing interior noise levels to a less than significant level and avigation easements would be obtained.

The SIP requires that, starting with the JWA 2015 Fourth Quarter Noise Report, the annual noise levels at NMS 1S, 2S, and 3S be compared by the County of Orange to the 2013 annual noise levels. If the noise levels have increased by 1.5 dB or more at any of these NMS, all noise sensitive uses represented by that NMS (i.e., that is the closest NMS to the parcel) that have not been previously insulated under the 1985 AIP will be eligible for evaluation for participation in the SIP. For residences within the City of Newport Beach, the required increase is 1.0 dB or more at these same NMS.

Once residences have been identified as eligible for evaluation for participation in the SIP, interior noise levels for each habitable room would be taken. If the average noise level in all habitable rooms or education spaces of a use is greater than an average of 45 CNEL then the use will be eligible for sound insulation.

Installation of the sound insulation would provide mitigation for the interior noise levels and impacts would be less than significant. However, based on two considerations this impact is being identified as a significant unavoidable impact. First, these units were offered sound attenuation as part of the AIP implemented in conjunction with the 1985 Master Plan. One unit declined acoustical insulation and two units did not respond after genuine effort to offer insulation to two units was made. There is no certainty that the owners of these units will accept the sound insulation as part of the SIP. Secondly, as noted in Final EIR 617, until interior noise
measurements are taken, it cannot be determined if all the noise-sensitive uses with interior noise levels in excess of 45 CNEL would qualify for sound attenuation based on FAA criteria.

Although the Board of Supervisors has already made a finding addressing this issue, it is being identified as a significant impact to ensure the decision-makers understand that the Project Proposed for Approval would result in three residential units not currently in the Baseline (2016) 65 CNEL contour now being identified as incompatible. Furthermore, to the extent the residences qualify for sound attenuation and are offered attenuation, but decline sound attenuation, an avigation easement is not available absent payment for the easement. However, for purposes of determination of conformity with the State variance requirements, these residences would arguably be deemed in conformance with the noise guidelines (21 CCR 5014) if a genuine effort is made to acoustically treat the residences, but the property owners refuse to take part in the program. The impact to the residences that have been offered sound attenuation, but have declined to take part in the program, and residences without avigation easements, has been a known impact associated with the long-term operation of the Airport and is associated even with the No Project Alternative.

As noted above, with adoption of the 2014 Settlement Agreement Amendment and certification of Final EIR 617, the County of Orange adopted a SIP for reduction of interior noise levels that are projected to potentially be in excess of the 65 CNEL threshold. The SIP would serve as mitigation for both direct and cumulative impacts. These mitigation measures, listed below, were adopted with certification of Final EIR 617. Although the mitigation measures would serve to reduce the Project's land use and planning impacts, it cannot be determined if all the noise sensitive uses with interior noise levels in excess of 45 CNEL would qualify for sound attenuation based on FAA criteria. Given the uncertainty that this measure is feasible to adequately reduce interior noise levels at all potentially impacted uses, these impacts have been determined to be significant and unavoidable. Pursuant to Section 15091(a)(3) of the State CEQA Guidelines, there are no additional feasible measures that would mitigate the impacts to below a level of significance. Therefore, it is an impact common to all alternatives, and the determination of a significant, unavoidable impact is a conservative finding.

617 LU-1 Starting with the 2015 Annual Noise Report, the annual noise contours presented in the report will be used by the County of Orange/JWA to identify parcels with noise sensitive uses (i.e., residences, schools, or churches) that are newly located either partially or completely within the 65 CNEL contour as compared to their location relative to the 65 CNEL contour in the 2013 Annual Contours, which will serve as the baseline condition. All uses that were established before 1985 and have not been insulated under the previous AIP will be eligible for evaluation under the SIP described in Mitigation Measure (617) N-3. Those uses with an average interior noise

14 21 CCR 5014 is part of the California Airport Noise Standards, which pertains to incompatible land uses within the airport noise boundary. This section of the regulations identifies when residences in an airport noise impact area can be found to be compatible. The following are two provision in the regulation that would be applicable to JWA:
   (a)(1) an avigation easement for aircraft noise has been acquired by the airport proprietor; and
   (a)(4) if the airport proprietor has made a genuine effort as determined by the department in accordance with adopted land use compatibility plans and appropriate laws and regulations to acoustically treat residences exposed to an exterior CNEL less than 80 dB (75 dB if the residence has an exterior normally occupiable private habitable area such as a backyard, patio, or balcony) or acquire avigation easements, or both, for the residences involved, but the property owners have refused to take part in the program.
levels exceeding 45 CNEL will be eligible for insulation under the SIP described in Mitigation Measure (617) N-3.

617 N-1  Starting with the 2015 Fourth Quarter Noise Report, the annual noise levels at NMS 1S, 2S, and 3S will be compared by the County of Orange to the 2013 annual noise levels. If the noise levels have increased by 1.5 dB or more at any of these NMS, all noise sensitive uses represented by that NMS (i.e., that is the closest NMS to the parcel) that have not been previously insulated under the 1985 AIP will be eligible for evaluation for participation in the Sound Insulation Program ("SIP") as described in Mitigation Measure (617) N-3. Those uses with interior noise levels exceeding an average of 45 CNEL will be eligible for insulation under the SIP as described in the mitigation measure.

For those uses with interior noise levels less than 45 CNEL, the amount of outdoor-to-indoor noise reduction for each habitable room will be recorded. In each subsequent Fourth Quarter Noise Report, the noise level impacting these uses and the measured noise reduction will be used to estimate the interior noise level. If the estimated interior noise level exceeds an average of 45 CNEL, then the use will be eligible for re-evaluation in the form of new interior noise level measurements. If the interior noise level in any habitable room exceeds an average of 45 CNEL, then the use will be eligible for the SIP described in Mitigation Measure (617) N-3.

617 N-2  Starting with the 2015 Fourth Quarter Noise Report, the annual noise levels at NMS 1S, 2S, and 3S will be compared by JWA to the 2013 annual noise levels. If the noise levels have increased by 1.0 dB or more at any of these NMS, all noise sensitive uses represented by that NMS (i.e., that is the closest NMS to the parcel) exposed to noise levels of 65 CNEL or greater that have not been previously insulated under the 1985 AIP will be eligible for evaluation for participation in the Sound Insulation Program ("SIP") as described in Mitigation Measure (617) N-3. Those uses with interior noise levels exceeding 45 CNEL will be eligible for insulation under the SIP as described in the mitigation measure.

For those uses with interior noise levels less than 45 CNEL, the amount of outdoor-to-indoor noise reduction for each habitable room will be recorded. In each subsequent Fourth Quarter Noise Report, the noise level impacting these uses and the measured noise reduction will be used to estimate the interior noise level. If the estimated interior noise level exceeds an average of 45 CNEL then the use will be eligible for re-evaluation in the form of new interior noise level measurements. If the interior noise level in any habitable room exceeds an average of 45 CNEL then the use will be eligible for the SIP described in Mitigation Measure (617) N-3.

617 N-3  The only practical way to mitigate indoor noise levels is through a Sound Insulation Program ("SIP"). Mitigation Measure (617) LU-1, as described in the Section 4.5, Land Use [of Final EIR 617], and Mitigation Measures (617) N-1 and (617) N-2, described above, will determine the sensitive land uses that will be eligible for participation in the SIP described below as Mitigation Measure N3. FAA regulations require that residences be exposed to an outdoor noise level of 65 CNEL or greater and interior noise levels greater than 45 CNEL for FAA or Airport funds to be used for sound insulation. The referring Mitigation Measures, (617) LU-1, (617) N-1, and (617) N-2,
will ensure the outdoor noise criterion is met. The interior noise level criterion will be determined in the evaluation phase of Mitigation Measure (617) N-3. Sensitive uses with interior noise levels greater than 45 CNEL will be eligible for sound insulation.

The FAA guidance for implementing sound insulation programs specifically states that the average noise level in all habitable rooms of a residence or all educational spaces in school must be greater than 45 CNEL for the use to be eligible for sound insulation funded by the Airport or FAA. However, the County’s noise standards specifically require that the noise level in any habitable room or educational space must be less than 45 CNEL. This is implied in the City of Newport Beach’s noise standards, as well. Under CEQA, the lead agency’s noise standard is used to determine impacts. Therefore, a noise sensitive use is considered significantly impact if the noise level in any habitable room or educational space exceeds 45 CNEL.

As discussed below, the Airport will request that the FAA waive its requirement that the average noise level in all habitable rooms or educational spaces exceed 45 CNEL in order for sound insulation to be funded by the FAA or Airport in order that all noise related impacts are mitigated to a less than significant level in a timely manner. If the FAA does not agree to waive this requirement, then uses with one or more habitable rooms or educational spaces exceeding 45 CNEL but with the average noise level in all habitable rooms or educational spaces less than 45 CNEL would be significantly and unavoidably impacted as there is no other funding source for a SIP. However, these uses would be eligible for insulation when and if the average noise level exceeded 45 CNEL. As discussed in Mitigation Measures, (617) LU-1, (617) N-1, and (617) N-2, if an individual land use is not eligible for insulation because the interior noise level does not exceed 45 CNEL, there are criteria for re-evaluation. If the annual report noise levels and previous evaluation measurements indicate that the use may meet the interior noise requirement it will be re-evaluated for insulation eligibility.

**Part 1, Evaluation:** When Mitigation Measures (617) LU-1, (617) N-1, or (617) N-2 determines that a noise sensitive use is significantly impacted based on measured noise levels and the relevant significance thresholds, that use will be evaluated by the County of Orange for eligibility for sound insulation. The evaluation will be performed by measuring the indoor noise levels for each habitable room or educational space. If the average noise level in all habitable rooms or education spaces of a use is greater than an average of 45 CNEL then the use will be eligible for sound insulation. Additionally, if the average noise level is less than 45 CNEL, any use with a noise level greater than an average of 45 CNEL in any habitable room or educational space also will be eligible for sound insulation if the FAA waives its requirement that noise levels be averaged across all habitable rooms or education spaces.

Per FAA guidance, noise levels will be measured with all windows and doors closed. Uses with measured interior noise levels less than 45 CNEL that do not have an existing central ventilation system, but rely on keeping windows open for air circulation will be eligible for a Continuous Positive Ventilation System. Implementation of such a system will be dependent on meeting the FAA requirements for implementation of such a system.
Part 2, Sound Insulation Program: Schools or residences that have interior noise levels exceeding 45 CNEL as determined by the evaluation measurements will be eligible for sound insulation. The implementation of sound insulation will depend on satisfying the FAA criteria described in Chapter 812 of Order 5100.38C Airport Improvement Program Handbook.

Note that as an alternative to providing sound insulation, an impacted property may also be mitigated by converting an incompatible use to a compatible use or removing the incompatible use.
8.0 Feasibility of Project Alternatives

Section 15126.6 of the State CEQA Guidelines provides that an "EIR shall describe a range of reasonable alternatives to the project..." As stated in CEQA Section 21002:

"[It] is the policy of the State that public agencies should not approve projects as proposed if there are feasible alternatives or mitigation measures available which would substantially lessen the significant effects of such projects...The legislature further finds and declares that in the event specific economic, social, or other conditions make infeasible such project alternatives or mitigation measures, individual project may be approved in spite of one or more significant effects thereof."

Consistent with Section 15126.6(f) of the State CEQA Guidelines, the EIR must focus its analysis of alternatives on alternatives that “could feasibly attain most of the basic objectives of the project.” Therefore, in evaluating the reasonableness of the range of alternatives and making any findings, CEQA requires consideration the Project Objectives as identified in Section 3.2 hereof. Section 15126.6(b) of the State CEQA Guidelines also specifies that an EIR should examine alternatives “capable of avoiding or lessening” environmental effects even if these alternatives “would impede to some degree the attainment of the project objectives or would be more costly.”

Section 15364 of the State CEQA Guidelines provides the following definition of the term “feasible” as it applies to the findings requirement: “Feasible” means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors.” Section 21081 of the California Public Resources Code further provides that “[s]pecific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in the environmental impact report.”

The concept of “feasibility,” as it applies to findings, involves a balancing of various economic, environmental, social, legal, and technological factors. (See California Public Resources Code, Section 21061.1 and California Code of Regulations, Title 14, Section 15364; see also City of Goleta Valley v. Board of Supervisors (1990) 52 Cal.3d 553, 564–566 and City of Del Mar v. City of San Diego (1982) 133 Cal.App.3d 401, 415–417.) Further, it has been recognized that, for purposes of CEQA, “feasibility” encompasses “desirability” to the extent that the latter is based on a reasonable balancing of the relevant economic, environmental, social and technological factors (California Native Plant Society v. City of Santa Cruz (2009) 177 Cal.App.4th 957, 1001). This balancing is harmonized with CEQA's fundamental recognition that policy considerations may render alternatives impractical or undesirable (Ibid.; see also California Public Resources Code, Section 21081 and California Code of Regulations, Title 14, Sections 15126.6(c), 15364).

When significant and unavoidable impacts have been identified, CEQA requires the lead agency to consider the feasibility of environmentally superior alternatives to the project. As reflected in the Final Program EIR and the following, the Project Proposed for Approval (only correction of four non-standard design features at the Airport), was identified as partially meeting the Project Objectives and the significant environmental impacts are comparable to the alternative
identified in the Final Program EIR as the environmentally superior alternative. Although not identified as a significant land use impact, the Project Proposed for Approval would minimize the impact associated with displacement of aircraft from the Airport. The Board of Supervisors finds, after due consideration of the reasonable range of alternatives as set forth in the Final Program EIR and below, as follows with respect to the alternatives to the Project.

8.1 ALTERNATIVE NOT CARRIED FORWARD

Development of the alternative recommended as part of the NOP, to develop the site with a hotel, conference facility, restaurants, and hospitality and media meeting rooms, all geared toward the general aviation pilot and corporate aircraft charter services was not carried forward for detailed consideration because based on preliminary evaluation was found not to be feasible. Applicable federal laws, that run with the property when it was deeded by the federal government to the County, state the expressed purpose is for operating a public airport. Additionally, under the Airport and Airway Improvement Act, as amended, Grant Assurances do not allow non-aeronautical uses to replace aeronautical uses when there is aeronautical demand for the space. In general, the use of airport facilities for non-aeronautical use requires the expressed permission of the Secretary of Transportation. To apply for this permission, the Airport must show that there is no aeronautical demand for the facilities. Given the constrained facilities at the Airport, no space is available at JWA where aeronautical use is not in demand. Additionally, this alternative would not meet many of the objectives established for the GAIP.

8.2 ALTERNATIVES FOR ANALYSIS

In accordance with Section 15126.6(a) of the State CEQA Guidelines, a reasonable range of alternatives have been selected for the GAIP. Other than the “No Project” alternative(s), which is required by CEQA, each alternative must be capable of avoiding or substantially lessening potentially significant effects of the Project. Qualifying alternatives can be considered even if the alternatives would impede to some degree the attainment of the Project objectives, or would be more costly.

These Findings contrast and compare the alternatives, where appropriate, to show that the selection of the Project Proposed for Approval while still resulting in significant environmental impacts, has substantial environmental, planning, fiscal, and other benefits. In rejecting certain alternatives, the County has examined both the environmental impacts and the Project Objectives and weighed the ability of the various alternatives to meet the objectives. The County Board of Supervisors finds, after due consideration of a reasonable range of alternatives as set forth in the EIR and below, that based on aviation forecast, the Project Proposed for Approval best meets the long-term general aviation demand at JWA, protects against local environmental impacts, and best meets the Project Objectives.

In addition to the Project Proposed for Approval, the following alternatives were analyzed in the Draft EIR:

- **Proposed Project –Two Full-Service Fixed Based Operators.** This alternative would involve the development of two Full Service Fixed Based Operators—one on the west side of the Airport and one on the east side of the Airport. Other facilities and services would
be similar to those of the Project Proposed for Approval. The reduction in the number of based aircraft would also be comparable to the Project Proposed for Approval; however, there would be a slight decrease in the number of general aviation jets based at the Airport. The number of operations would be incrementally decreased.

- **Alternative 1 – Three Full-Service Fixed Based Operators.** This alternative would involve the development of three Full Service Fixed Based Operators—one on the west side of the Airport and two on the east side of the Airport. Other facilities and services would be similar to those of the Project Proposed for Approval. The reduction in the number of based aircraft would also be comparable to the Project Proposed for Approval; however, there would be a slight increase in the number of general aviation jets based at the Airport. The number of operations would also be incrementally increased.

- **Alternative 2 – Two East Side Full-Service Fixed Based Operators.** This alternative would involve the development of two Full Service Fixed Based Operators—both on the east side of the Airport. Other facilities and services would be similar to those of the Project Proposed for Approval. The reduction in the number of based aircraft would also be comparable to the Project Proposed for Approval; however, there would be a slight decrease in the number of general aviation jets based at the Airport. The number of operations would be incrementally increased.

- **No Project Alternative—No Modification.** This alternative does not propose any modifications to facilities nor correction of non-standard design features. However, the forecasted growth in operations would occur.

In accordance with Section 15126.6(a) of the State CEQA Guidelines, the Draft Program EIR provides a comparison of the environmental effects and the merits and/or disadvantages of each alternative in relation to the Project Proposed for Approval, as well as each alternative’s ability to achieve the Project Objectives.

Although alternatives were evaluated that contained different fleet mix and number of general aviation operations, the significant, unavoidable land use compatibility impact is common to all alternatives, including the No Project Alternative.

The existing environmental setting of the site would be the same for the Project Proposed for Approval and the alternatives. Additionally, unless specifically identified, the following evaluates each alternative as if the Mitigation Program identified for the Project Proposed for Approval would also apply to the alternative.

### 8.2.1 PROPOSED PROJECT – TWO FULL-SERVICE FIXED BASED OPERATORS

**Alternative Description**

This alternative, identified as the Proposed Project in the Draft Program EIR, proposes a Full Service West FBO and a Full Service East FBO, for a total of two full service FBOs. The total aircraft storage capacity under this alternative is approximately 354 based aircraft and the aviation forecast projects 167,900 annual operations. Although there would be a reduction in
overall number of annual operations, when compared to the Baseline (2016), there would be an increase in general aviation jet aircraft operations, which is consistent with the national trends. This alternative would result in a reduction of capacity for based aircraft. Compared to the Baseline (2016) the capacity of the Airport would be reduced by 242 fewer aircraft, which is 128 fewer aircraft than was based at the Airport in the Baseline. This Alternative provides for the redevelopment of most of the general aviation facilities, including the option for providing a General Aviation Facility for processing international general aviation flights, a General Aviation Terminal, and self-service fueling, which are not provided for in the Project Proposed for Approval.

**Ability of the Alternative to Avoid Significant Impacts**

This alternative, designated as the Proposed Project in the Draft Program EIR, was identified as being environmentally superior because it would have incrementally reduced the impacts such as the quantity of criteria pollutant and GHG emissions, although these impacts were not identified as significant and unavoidable. The Proposed Project would have similar significant unavoidable impacts as the Project Proposed for Approval. Although not identified as a significant environmental impact, the Proposed Project would result in the displacement of substantially more aircraft when compared to the Project Proposed for Approval (i.e., 128 aircraft compared to 15 aircraft displaced) however, displacement of aircraft was identified as an adverse but not significant environmental impact.

This alternative would have greater construction air quality impacts than the Project Proposed for Approval because it entails more construction activity over a longer period; however, as with the Project Proposed for Approval this impact would be reduced to less than significant with mitigation.

This alternative would not avoid the significant unavoidable land use compatibility impact identified with the Project Proposed for Approval. As with the Project Proposed for Approval, three residential additional units without avigation easements have been projected as being in the 65 to 70 CNEL contour when compared to Baseline (2016). Under cumulative conditions, the number of additional parcels included in the 65 CNEL contour compared to the Baseline (2016) condition would be 27, which is one more than with the Project Proposed for Approval. As with the Project Proposed for Approval, these units would be eligible for consideration under the SIP. However, as with the Project Proposed for Approval, there is no certainty that sound insulation would be installed, and impacts would remain significant and unavoidable.

**Ability of Alternative to Meet the Project Objectives**

This alternative would fully meet five of the six Project Objectives and partially meet one of the Project Objectives. It would be more effective than the Project Proposed for Approval in meeting the Project Objectives (see Section 3.2 for a discussion of the ability of Project Proposed for Approval to meet the Project Objectives). The Proposed Project is only partially able to satisfy Objective 4, which reads: “To embrace flexibility to allow for technological advances and market trends”. The Proposed Project increases but does not maximize the number of community hangars, which by design are better able to adapt to potential changes in the fleet mix.
Reasons for Rejecting the Alternative

This alternative does not provide sufficient environmental benefits to offset the disruption of balance of piston aircraft and turbo aircraft at the Airport. Maintaining this balance will serve to maintain the current character of the Airport and best serve the surrounding community. Therefore, in light of these reasons, the Board finds this alternative is not desirable.

8.2.2 ALTERNATIVE 1 – THREE FULL-SERVICE FIXED BASED OPERATORS

Alternative Description

This alternative, identified as Alternative 1 in the Draft Program EIR, proposes a Full Service West FBO and two Full Service East FBOs, for a total of three full service FBOs. The total aircraft storage capacity under this alternative is approximately 356 based aircraft and the aviation forecast projects 168,600 annual operations. Although there would be a reduction in overall number of annual operations, when compared to the Baseline (2016), there would be an increase in general aviation jet aircraft operations, which is consistent with the national trends. This alternative would result in a reduction of capacity for based aircraft. Compared to the Baseline (2016) the capacity of the Airport would be reduced by 240 fewer aircraft, which is 126 fewer aircraft than was based at the Airport in the Baseline. This alternative provides for the redevelopment of most of the general aviation facilities, including the option for providing a General Aviation Facility for processing international general aviation flights, a General Aviation Terminal, and self-service fueling, which are not provided for in the Project Proposed for Approval.

Ability of the Alternative to Avoid Significant Impacts

This alternative, designated as Alternative 1 in the Draft Program EIR would have similar significant unavoidable impacts as the Project Proposed for Approval. Alternative 1 would result in the displacement of substantially more aircraft than the Project Proposed for Approval (i.e., 126 aircraft compared to 15 aircraft); however, displacement of aircraft was identified as an adverse but not significant environmental impact.

This alternative would have greater construction air quality impacts than the Project Proposed for Approval because it entails more construction activity over a longer period; however, as with the Project Proposed for Approval this impact would be reduced to less than significant with mitigation.

This alternative would not avoid the significant unavoidable land use compatibility impact identified with the Project Proposed for Approval. As with the Project Proposed for Approval, three residential additional units without avigation easements have been projected as being in the 65 to 70 CNEL contour when compared to Baseline (2016). Under cumulative conditions, the number of additional parcels included in the 65 CNEL contour compared to the Baseline (2016) condition would be 29, which is three more than with the Project Proposed for Approval. As with the Project Proposed for Approval, these units would be eligible for consideration under the SIP.
However, as with the Project Proposed for Approval, there is no certainty that sound insulation would be installed, and impacts would remain significant and unavoidable.

**Ability of Alternative to Meet the Project Objectives**

This alternative would fully meet all six Project Objectives, whereas the Project Proposed for Approval fully meets two of objectives and partially meets three objectives (see Section 3.2 for a discussion of the ability of Project Proposed for Approval to meet the Project Objectives).

**Reasons for Rejecting the Alternative**

This alternative does not provide sufficient environmental benefits to offset the disruption of balance of piston aircraft and turbo aircraft at the Airport. Maintaining this balance will serve to maintain the current character of the airport and best serve the surrounding community. Therefore, in light of these reasons, the Board finds this alternative is not desirable.

**8.2.3 ALTERNATIVE 2 – TWO EAST SIDE FULL-SERVICE FIXED BASED OPERATORS.**

**Alternative Description**

This alternative proposes development of two Full Service FBOs; a Full Service Northeast FBO and a Full Service Southeast FBO. This alternative minimizes the extent that general aviation aircraft have to cross Runway 20R/2L to access the shorter general aviation runway (Runway 20L/2R). The total aircraft storage capacity for all the facilities included under this alternative is approximately 361 based aircraft and the aviation forecast projects 169,400 annual operations. Although there would be a reduction in overall number of annual operations, when compared to the Baseline (2016), there would be an increase in general aviation jet aircraft operations, which is consistent with the national trends. Compared to the Baseline (2016) the capacity of the Airport would be reduced by 235 fewer aircraft, which is 121 fewer aircraft than was based at the Airport in the Baseline condition. This alternative provides for the redevelopment of most of the general aviation facilities, including the option for providing a General Aviation Facility for processing international general aviation flights, a General Aviation Terminal, and self-service fueling, which are not provided for in the Project Proposed for Approval.

**Ability of the Alternative to Avoid Significant Impacts**

The significant unavoidable impacts associated with this alternative are similar to the impacts identified for the Project Proposed for Approval. Prior to mitigation, this alternative would have significant construction air quality impacts; however, as with the Project Proposed for Approval this impact would be reduced to less than significant with mitigation. Alternative 2 would result in the displacement of substantially more aircraft than the Project Proposed for Approval (i.e., 121 aircraft compared to 15 aircraft with the Project Proposed for Approval); however, displacement of aircraft was identified as an adverse but not significant environmental impact.

Although the Final Program EIR did not quantify the air quality and noise impacts associated with Alternative 2, the impacts would be comparable to those of Alternative 1 since the number
of flights and fleet mix are similar. This alternative would not avoid the significant unavoidable land use compatibility impact identified with the Project Proposed for Approval. As with the Project Proposed for Approval, additional residential units without avigation easements could be exposed to noise levels in excess of the 65 CNEL when compared to Baseline (2016) under both the Baseline Plus Alternative 2 and the cumulative conditions. As with the Project Proposed for Approval, these units would be eligible for consideration under the SIP. However, as with the Project Proposed for Approval, there is no certainty that sound insulation would be installed and impacts would remain significant and unavoidable.

**Ability of Alternative to Meet the Project Objectives**

This alternative would fully meet five of the six Project Objectives and partially meet one of the Project Objectives. Alternative 2 would only partially meet Objective 4, which reads: “To embrace flexibility to allow for technological advances and market trends”. Alternative 2 increases but does not maximize the number of community hangars, which would by design be better able to adapt to potential changes in the fleet mix. Section 3.2 provides a discussion of the ability of Project Proposed for Approval to meet the Project Objectives.

**Reasons for Rejecting the Alternative**

This alternative does not provide sufficient environmental benefits to offset the disruption of balance of piston aircraft and turbo aircraft at the Airport. Maintaining this balance will serve to maintain the current character of the airport and best serve the surrounding community. Therefore, in light of these reasons, the Board finds this alternative is not desirable.

**8.2.4 NO PROJECT ALTERNATIVE**

**Alternative Description**

The No Project Alternative would not implement any improvements or modifications to the general aviation facilities at the Airport. This alternative assumes no change in the Baseline aircraft fleet mix and the theoretical Airport capacity would remain at 596 based aircraft.

Section 15126.6(e)(3)(A) of the State CEQA Guidelines, in describing the content of the No Project Alternatives, identifies when the project is the revision of an existing land use or regulatory plan, policy or ongoing operation, the “no project” alternative will be the continuation of the existing plan, policy or operation into the future. Therefore, the aviation forecast allowed the number of based aircraft to increase following the growth estimated from the unconstrained forecast until it reaches the maximum capacity identified under the capacity analysis. Once the number of based aircraft demand for each type of aircraft reaches the maximum capacity, the growth for the corresponding type of aircraft is constrained. Therefore, because the types of facilities do not fully align with the demand, in 2026 the total number of based aircraft is projected to be 505 aircraft. This reflects the fleet mix that would be reasonably accommodated at the Airport. The aviation forecast does project an increase in operations compared to the Baseline (2016). The No Project is projected to generate 201,000 annual general aviation operations, which is the highest number of operations for any of the alternatives evaluated.
Ability of the Alternative to Avoid Significant Impacts

The No Project Alternative would eliminate the construction air emissions because no improvements would implement with this alternative. Therefore, there is a reduction in impacts compared to the Project Proposed for Approval, although this impact is less than significant with mitigation.

This alternative would not avoid the significant unavoidable land use compatibility impact identified with the Project Proposed for Approval. The noise characteristics of this alternative would be comparable to the Project Proposed for Approval. The No Project Alternative would result in the same number of sensitive receptors without avigation easements exposed to noise levels in excess of 65 CNEL. In the cumulative scenario, when compared to the Project Proposed for Approval, there would be a reduction of three units in the 65 CNEL contour, although, all these units are within the AIP area. Additionally, as with the Project Proposed for Approval, these units would be eligible for consideration under the SIP. However, as with the Project Proposed for Approval, there is no certainty that sound insulation would be installed and impacts would remain significant and unavoidable.

Ability of Alternative to Meet the Project Objectives

The No Project Alternative is unable to adequately meet the Project Objectives. It only partially meets three of the six objectives and does not meet two of the objectives. Only one objective, ability of existing infrastructure to support general aviation facilities (Objective 6), is fully met with this Alternative.

The No Project Alternative would not enhance safe and secure operations because it would not correct the existing non-standard design features at the Airport. It also would not meet the objective pertaining to flexibility to allow for technological advances and market trends because no improvements would be provided.

This alternative, which maintains a portion of a full service FBO on the west side of the Airport, necessitates the need to tow aircraft across the airfield and cross Runway 20R/2L used by commercial carriers. Therefore, it would not enhance compatibility between general and commercial aviation operations. The No Project Alternative would not fully meet the Project Objectives of “utilize limited land area efficiently and economically” nor “maximize economic, self-sustaining, revenue-producing facilities” because based on the trends in general aviation fleet mix, facilities going unused because they are not responsive to the type of facilities required (i.e., providing more tie-down area for more small aircraft than there is demand for). Since this alternative would not provide replacement/upgrades of any of the facilities, it would not be responsive to the national trends, which have been experienced at the Airport to accommodate the increased demand for general aviation jet aircraft.

Section 3.2 provides a discussion of the ability of Project Proposed for Approval to meet the Project Objectives.
Reasons for Rejecting the Alternative

In light of these reasons identified above, the Board finds the No Project Alternative, though technically feasible, does not provide sufficient environmental benefits in light of the inability to effectively meet the Project Objectives; therefore, rejects this alternative on that basis.

8.3 Alternative Submitted for Consideration Subsequent to the Close of Public Comment Period on the Draft Program EIR

At the April 17, 2019 Airport Commission hearing on the GAIP, the Southern California Pilots Association (SoCal Pilots) submitted their “Alternative 4” concept, for consideration by the decision-makers. According to the limited information submitted, the concept identifies leaseholds for three Full Service FBOs and two Limited Service FBOs. The SoCal Pilots’ concept was submitted for consideration subsequent to circulation of the Draft Program EIR and after the close of public comment and issuance of the notices of availability of the responses to comments. Therefore, this proposed concept has not been addressed as part of the Final Program EIR. In addition, when submitting this concept to the Airport Commission, no additional design information was provided; therefore, there is not sufficient information to develop a project description for the SoCal Pilots concept or evaluate the potential environmental impacts in light of the analysis prepared in Final Program EIR 627. Therefore, there is insufficient information about this proposed concept for the Board to evaluate this concept in the context of the Project Objectives and environmental analysis.
9.0 STATEMENT OF OVERRIDING CONSIDERATIONS

9.1 INTRODUCTION

Section 15093 of the State CEQA Guidelines provides the following:

(a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered “acceptable.”

(b) When the lead agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to supports its action based on the final EIR and/or other information in the record. This statement of overriding considerations shall be supported by substantial evidence in the record.

(c) If an agency makes a statement of overriding considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination. This statement does not substitute for, and shall be in addition to, findings required pursuant to Section 15091.

In accordance with the provisions of CEQA and the State CEQA Guidelines and as part of its certification of the adequacy of Final Program EIR 627 for the John Wayne Airport General Aviation Improvement Program, the Board finds that the mitigation program discussed in these Findings of Fact and the MMRP, when implemented, avoid or substantially lessen the significant effects identified in the Final Program EIR. Nonetheless, direct and cumulative land use planning significant effects of the Project Proposed for Approval are unavoidable even after incorporation of all feasible mitigation measures. As disclosed in the Final Program EIR, even with the approval of the Project and implementation of the mitigation program described in the MMRP, the effects described in more detail in Section 7.0 of these Findings of Fact are considered to be significant and unavoidable at this time.

9.2 OVERRIDING CONSIDERATIONS

In approving the Project Proposed for Approval, the Board of Supervisors has (i) independently reviewed the information in the Final Program EIR and the Record of Proceedings; (ii) made a reasonable and good faith effort to eliminate or substantially lessen the significant impacts resulting from the Project Proposed for Approval to the extent feasible by adopting the standard conditions, minimization measures, and mitigation measures identified in the Final Program EIR and the MMRP; and (iii) balanced the economic, legal, social, technological, or other benefits of the Project Proposed for Approval against its unavoidable environmental risks. The Board finds that the Project's significant, unavoidable effects remaining are acceptable due to specific
The Board finds that the following overriding considerations, individually and cumulatively, are relevant and valid reasons that make the Project Proposed for Approval acceptable despite the fact that significant, unavoidable adverse effects of the Project remain. The following described economic, legal, social, technological, or other benefits of the Project outweigh the Project’s significant unavoidable adverse environmental impacts.

1) The correction of existing non-standard design features to meet FAA design criteria will enhance the safety of operations at the Airport. The improvements intend to reduce incursions between aircraft and ground vehicles and eliminate known obstructions to airport airspace.

2) Adoption of the Project Proposed for Approval provides improvements that will enhance the Airport’s safety by meeting Federal Aviation Administration ("FAA") design standards to the maximum extent feasible for the reasons discussed and explained in Final Program EIR Sections 1.5, 3.6.1, 3.6.2, and 5.5. Correcting the existing non-standard design features would facilitate FAA's approval of the Airport’s future Airport Layout Plan submittals.

3) Adoption of the Project Proposed for Approval encourages economic growth within the region by providing for the employment of construction workers and construction supply workers.

4) Adoption of the Proposed Project for Approval implements the Airport’s goals, objectives and performance targets for sustainability within proposed development projects for the reasons discussed and explained in Final Program EIR Section 6.4. All new facilities would need to comply with the current requirements for sustainability, including but not limited to Title 24 of the California Code of Regulations (Energy Efficiency Standards for Residential and Non-residential Buildings); the California Green Building Standards Code (CALGreen code); the JWA Climate Action Plan; and the water quality requirements (a combination of Best Management Practices, low impact development, and/or hydromodification techniques) pursuant to the Santa Ana RWQCB NPDES Permit No. CAS618030.

In light of the foregoing, and in recognition of additional information contained within the Final Program EIR and other portions of the record of proceedings, the Orange County Board of Supervisors concludes that implementation of the Project Proposed for Approval will result in economic, legal, social, technological, or other benefits. The Board of Supervisors further concludes that these benefits outweigh the significant, unavoidable environmental impacts associated with the Project Proposed for Approval and, accordingly, adopts these Findings of Fact and Statement of Overriding Considerations.
EXHIBIT B

MITIGATION MONITORING AND REPORTING PROGRAM
FOR FINAL PROGRAM ENVIRONMENTAL IMPACT REPORT 627

ALTERNATIVE 3
Mitigation Monitoring and Reporting Program for
Final Program Environmental Impact Report No. 627
John Wayne Airport
General Aviation Improvement Program

SCH No. 2017031072

May 2019
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1.1 INTRODUCTION

In accordance with the requirements of Public Resources Code Section 21081.6, and as part of its certification of the adequacy of Final Program Environmental Impact Report No. 627 (Final Program EIR 627) for the John Wayne Airport, Orange County (JWA” or “Airport) General Aviation Improvement Program (GAIP” or “Project), the Board of Supervisors (Board) of the County of Orange (County) adopts the following “Mitigation Monitoring and Reporting Program” (MMRP). The Board adopts this MMRP in its capacity as the lead agency for Final Program EIR 627 in accordance with the provisions of the California Environmental Quality Act (CEQA) (California Public Resources Code §21000 et seq.) and the State CEQA Guidelines (14 California Code of Regulations § 15000 et seq.).

The principal purpose of the MMRP is to ensure that the Board-approved mitigation measures for the adopted Project are reported and monitored so as to ensure compliance with the measures’ requirements. In general, John Wayne Airport (JWA) is responsible for overseeing implementation and completion of the adopted mitigation measures. This includes the review of all monitoring reports, enforcement actions, and document disposition, unless otherwise noted in the attached MMRP Table. However, the Board retains overall responsibility for verifying implementation of all adopted mitigation measures.

1.2 MITIGATION MONITORING PROCEDURES

The County is the designated lead agency for the MMRP. JWA is the department responsible for review of all monitoring reports, enforcement actions, and document disposition, unless otherwise noted in the MMRP Table.

1.3 MITIGATION MONITORING AND REPORTING PLAN

The MMRP is provided in tabular format to facilitate effective tracking and documentation of the status of Mitigation Program. Although regulatory requirements and standard conditions, which are described below, are not considered mitigation, the County has included these provisions in the MMRP to ensure the tracking and implementation of the measures. Additionally, Final Program EIR 627 included several minimization measures, which have been adopted to further reduce potential impacts although the impacts have not been identified as significant. All these elements are included in the Mitigation Program adopted with Final Program EIR 627. The attached MMRP Table provides the following monitoring information:

- **Mitigation Program.** The text of all adopted Regulatory Requirements, Standard Conditions of Approval, Minimization Measures and Mitigation Measures that will serve to avoid or minimize impacts. The components are defined as follows:
  - **Regulatory Requirements.** These regulations are based on local, State, or federal regulations or laws that are frequently required independently of CEQA review and also serve to offset or prevent specific impacts. Typical regulatory requirements include compliance with the provisions of the California Building
Code, South Coast Air Quality Management District Rules, local agency fees, etc. Additional requirements may be imposed on the Project by government agencies during the approval process, as appropriate. These regulatory requirements are not unique to the Project but have been identified to facilitate the reader's understanding of the established requirements applicable to the Project. Adherence to these requirements, as applicable, will be verified or applied during the development review and/or ministerial permit processes (e.g. building permit).

- **Standard Conditions of Approval.** The County of Orange has adopted a set of Standard Conditions of Approval. These are conditions frequently required independently of CEQA review that serve to offset or prevent specific impacts; however, there is not a formally adopted regulation. When an adopted Orange County Standard Condition of Approval is identified, the number of the condition is listed in parentheses. Adherence to these conditions will be verified or applied during the development review and/or ministerial permit processes (e.g. building permit).

- **Minimization Measures.** The County has agreed to incorporate minimization measures into the Project. A minimization measure is a condition proposed to reduce an adverse effect of the Project even when that effect does not result in a significant impact.

- **Mitigation Measures.** Where a potentially significant environmental effect has been identified and is not reduced to a level considered less than significant through the application of a regulatory requirement or standard conditions of approval, Project-specific mitigation measures have been identified.

- **Approving or Verifying Authority.** The County Department(s) or other public agency(ies) responsible for overseeing the implementation and completion of each mitigation measure.

- **Date of Completion.** The date the mitigation measure is completed. (This column of the MMRP Table is to be filled in by the approving/verifying authority at a later date.)
### ACRONYM LIST

The following are acronyms used in the Mitigation Monitoring Matrix:

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<th>Acronym</th>
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<tr>
<td>AES</td>
<td>Aesthetics</td>
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<tr>
<td>AQ</td>
<td>Air Quality</td>
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<td>BIT</td>
<td>Biennial Inspection of Terminals</td>
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<td>BMP</td>
<td>Best Management Practices</td>
</tr>
<tr>
<td>Board</td>
<td>County of Orange Board of Supervisors</td>
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<tr>
<td>Cal/OSHA</td>
<td>California Department of Occupational Safety and Health</td>
</tr>
<tr>
<td>CALGreen</td>
<td>California Green Building Standards</td>
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<tr>
<td>CC&amp;Rs</td>
<td>Covenants, Conditions, and Restrictions</td>
</tr>
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<td>CCR</td>
<td>California Code of Regulations</td>
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<td>CEQA</td>
<td>California Environmental Quality Act</td>
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<tr>
<td>CFR</td>
<td>Code of Federal Regulations</td>
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<tr>
<td>CHP</td>
<td>California Highway Patrol</td>
</tr>
<tr>
<td>CMSD</td>
<td>Costa Mesa Sanitation District</td>
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<tr>
<td>CNEL</td>
<td>Community Noise Equivalent Level</td>
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<td>County</td>
<td>County of Orange</td>
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<tr>
<td>CSLB</td>
<td>Contractors State License Board</td>
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<tr>
<td>CULT</td>
<td>Cultural Resources</td>
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<tr>
<td>DAMP</td>
<td>Drainage Area Management Plan</td>
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<td>dB</td>
<td>Decibel</td>
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<tr>
<td>EIR</td>
<td>Environmental Impact Report</td>
</tr>
<tr>
<td>EIR 617</td>
<td>2014 <em>Final Environmental Impact Report No. 617, John Wayne Airport Settlement Agreement Amendment</em></td>
</tr>
<tr>
<td>ESCP</td>
<td>Erosion and Sediment Control Plan</td>
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<td>FAA</td>
<td>Federal Aviation Administration</td>
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<td>FAR</td>
<td>Federal Aviation Regulation</td>
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<td>FBO</td>
<td>Fixed Based Operator</td>
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<td>GAIP</td>
<td>General Aviation Improvement Program</td>
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<td>GHG</td>
<td>Greenhouse Gas Emissions</td>
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<td>GIS</td>
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<td>GSE</td>
<td>Ground Support Equipment</td>
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<td>Hazardous Materials</td>
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<td>HCA</td>
<td>Health Care Agency</td>
</tr>
<tr>
<td>JWA</td>
<td>John Wayne Airport, Orange County</td>
</tr>
</tbody>
</table>
L
LID  Low Impact Development
LU  Land Use
M
MLD  Most Likely Descendent
MM  Mitigation Measure
MMRP  Mitigation Monitoring and Reporting Plan
MN  Minimization Measure
N
N  Noise
NAHC  Native American Heritage Commission
NMS  Noise Monitoring Station
NOI  Noise
NOx  Nitrogen Oxides
NPDES  National Pollutant Discharge Elimination System
O
O&M  Operation and Maintenance
OC  Orange County
OCFA  Orange County Fire Authority
OCSD  Orange County Sanitation District
R
RR  Regulatory Requirement
RWQCB  Regional Water Quality Control Board
S
SC  Standard Condition
SCAQMD  South Coast Air Quality Management District
SENEL  Single Event Noise Exposure Level
SIC  Standard Industrial Classification
SIP  Sound Insulation Program
SPCC  Spill Prevention, Control, and Countermeasure
SWPPP  Storm Water Pollution Prevention Plan
T
TCR  Tribal Cultural Resources
TRA  Transportation
U
ULEV  Ultra Low Emission Vehicle
USEPA  U.S. Environmental Protection Agency
UTL  Utilities
V
VOC  Volatile Organic Compound
W
WDID  Waste Discharge Identification
WQ  Water Quality
WQMP  Water Quality Management Plan
Z
ZEV  Zero Emission Vehicle
### Mitigation Program

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<tr>
<th>Mitigation Program</th>
<th>Timing of Mitigation</th>
<th>County Department or Other Agency for Review/Approval</th>
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<tr>
<td><strong>AESTHETICS</strong></td>
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<tr>
<td><strong>RR AES-1</strong></td>
<td>Prior to issuance of building permit</td>
<td>Manager of Building &amp; Safety, or designee</td>
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<td></td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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<td></td>
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<td>JWA Deputy Airport Director, Facilities Development or designee</td>
<td></td>
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<tr>
<td><strong>MN AES-1</strong></td>
<td>Identification of requirement in applicable construction contract specifications; Implementation prior to issuance of building permits for projects using staging area</td>
<td>Manager of Building &amp; Safety, or designee</td>
<td></td>
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<tr>
<td></td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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Prior to issuance of any building permit for individual general aviation projects at JWA, the contractor shall file a Notice of Proposed Construction or Alteration (FAA Form 7460-1) with the FAA regional office that will show compliance with the Federal Aviation Regulations (FAR) Part 77 regulation, as it relates to building or structure heights, markings, lighting, and other standards. The FAA’s Determination of No Hazard shall be submitted to the County prior to the start of construction.

Prior to issuance of building permit, the Manager of Building & Safety, or designee or the JWA Deputy Airport Director, Facilities Development or designee shall be responsible for ensuring compliance with the FAA’s Determination of No Hazard.

Construction contract specifications for any phase of development where the Airport property on the southwest corner of Irvine Avenue and Bristol Street South (i.e., golf course area) will be used as a construction laydown area/staging area, shall include security fencing with opaque screening around the construction sites and staging areas to block the ground-level views of the site. No removal of trees shall be allowed at the staging area.

Identification of requirement in applicable construction contract specifications; implementation prior to issuance of building permits for projects using staging area, shall be the responsibility of the Manager of Building & Safety, or designee or the JWA Deputy Airport Director, Facilities Development or designee.
### AIR QUALITY

<table>
<thead>
<tr>
<th>Mitigation Program</th>
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<th>County Department or Other Agency for Review/Approval</th>
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</thead>
<tbody>
<tr>
<td>RR AQ-1</td>
<td>Identification of requirement in construction contract specifications; Submittal of Dust Control Plan prior to issuance of grading permit; Implementation ongoing throughout construction</td>
<td>Manager of Building &amp; Safety, or designee</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
</tr>
<tr>
<td>RR AQ-2</td>
<td>Identification of requirement in construction contract specifications; Verification of implementation during construction</td>
<td>Manager of Building &amp; Safety, or designee</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
</tr>
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</table>

During construction, the developer shall comply with South Coast Air Quality Management District (SCAQMD) Rules 402 and 403, in order to minimize short-term emissions of dust and particulates. SCAQMD Rule 402 requires that air pollutant emissions not be a nuisance off site. SCAQMD Rule 403 requires that fugitive dust be controlled with the best available control measures so that the presence of such dust does not remain visible in the atmosphere beyond the property line of the emission source. This requirement shall be included as notes on the contractor specifications. Table 1 of Rule 403 prescribes the Best Available Control Measures that are applicable to all construction projects. The developer shall provide the Manager of Building & Safety, or designee, with an SCAQMD-approved Dust Control Plan or other sufficient proof of compliance with Rule 403, prior to issuance of a grading permit.

Architectural coatings shall be selected so that the volatile organic compound (VOC) content of the coatings is compliant with SCAQMD Rule 1113. This requirement shall be included as notes on the contractor specifications. The specifications for each project within the GAIP area shall be reviewed by the Manager of Building & Safety, or designee, for compliance with this requirement prior to issuance of a building permit.
<table>
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<th>Mitigation Program</th>
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<tbody>
<tr>
<td><strong>MN AQ-1</strong></td>
<td>JWA shall require architectural coatings applied to the East and West Access Roads be low VOC coatings. Specifically, JWA shall require the use of a paint for markings with less than 50 grams of VOC emissions per liter of paint.</td>
<td>Identification of requirement in construction contract specifications; Verification of implementation during with construction</td>
<td>JWA Deputy Airport Director, Facilities Development or Designee</td>
</tr>
<tr>
<td><strong>MN AQ-2</strong></td>
<td>General Aviation FBOs shall employ Zero Emission Vehicle (ZEV) GSE where available (e.g., tugs, water carts, lavatory carts, other ramp service equipment/vehicles) for 90 percent or greater of the GSE operating hours. Where ZEVs are not available, vehicles shall meet Ultra Low Emission Vehicle (ULEV) requirements. Where ULEVs are not available, and only diesel fuel engine trucks are available, the diesel-fueled truck shall comply with the On-Road Heavy-Duty Diesel Vehicles (In-Use) Regulation. FBOs shall maintain monthly records regarding GSE type, make, model, year, fuel type, horsepower (if non-electric), and hours in-use. Monthly records are subject to audit and verification by JWA. These records shall be provided to JWA annually in June.</td>
<td>Requirement in lease agreement/Reporting ongoing</td>
<td>JWA Deputy Airport Director, Facilities Development or Designee</td>
</tr>
<tr>
<td><strong>MM AQ-1</strong></td>
<td>JWA shall require heavy-duty, off-road, diesel-powered construction equipment to meet or exceed the USEPA’s Tier 4 off-road emissions engine standards during Airport construction in order to reduce construction-related NOx emissions.</td>
<td>Identification of requirement in construction contract specifications; Verification of implementation during construction</td>
<td>JWA Deputy Airport Director, Facilities Development or Designee</td>
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<tbody>
<tr>
<td>RR CULT-1 Human Remains. If human remains are encountered during ground-disturbing activities, Section 7050.5 of the California Health and Safety Code states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition of the materials pursuant to Section 5097.98 of the California Public Resources Code. The provisions of Section 15064.5 of the California Environmental Quality Act Guidelines shall also be followed. The County Coroner must be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner shall notify the Native American Heritage Commission (NAHC). The NAHC will determine and notify a Most Likely Descendent (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The descendent must complete the inspection within 24 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials. These requirements shall be included as notes on the contractor specification and verified by the OC Development Services Department, prior to issuance of grading permits.</td>
<td>Identification in construction contract specifications prior to issuance of grading permit; implemented during construction</td>
<td>OC Development Services Department</td>
<td></td>
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</table>
### Mitigation Program

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<thead>
<tr>
<th>SC CULT-1</th>
<th><strong>Timing of Mitigation</strong></th>
<th><strong>County Department or Other Agency for Review/Approval</strong></th>
<th><strong>Completion Date</strong></th>
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<tbody>
<tr>
<td>Prior to the issuance of the first grading permit, the applicant shall provide written evidence to the Manager, Building and Safety, that applicant has retained a County-certified archaeologist, to observe grading activities and salvage and catalogue archaeological resources as necessary. The archaeologist shall be present at the pre-grade conference, shall establish procedures for archaeological resource surveillance, and shall establish, in cooperation with the applicant, procedures for temporarily halting or redirecting work to permit the sampling, identification, and evaluation of the artifacts as appropriate. If the archaeological resources are found to be significant, the archaeological observer shall determine appropriate actions, in cooperation with the project applicant, for exploration and/or salvage. Prior to the release of the grading bond the applicant shall obtain approval of the archaeologist’s follow-up report from the Manager, Building and Safety. The report shall include the period of inspection, an analysis of any artifacts found and the present repository of the artifacts. The archaeologist shall prepare excavated material to the point of identification. Applicant shall offer excavated finds for curatorial purposes to the County of Orange, or its designee, on a first refusal basis. These actions, as well as final mitigation and disposition of the resources, shall be subject to the approval of the Manager, Building and Safety. Applicant shall pay curatorial fees if an applicable fee program has been adopted by the Board of Supervisors, and such fee program is in effect at the time of presentation of the materials to the County of Orange or its designee, all in a manner</td>
<td>Prior to issuance of grading permit</td>
<td>Manager of Building &amp; Safety, or designee</td>
<td></td>
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<tr>
<td>Mitigation Program</td>
<td>Timing of Mitigation</td>
<td>County Department or Other Agency for Review/Approval</td>
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</tr>
<tr>
<td>SC CULT-2</td>
<td>Prior to issuance of grading permit</td>
<td>Manager of Building &amp; Safety, or designee</td>
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</table>

Prior to the issuance of the first grading permit, the project applicant shall provide written evidence to the Manager, Building and Safety, that applicant has retained a County certified paleontologist to observe grading activities and salvage and catalogue fossils as necessary. The paleontologist shall be present at the pre-grade conference, shall establish procedures for paleontological resource surveillance, and shall establish, in cooperation with the applicant, procedures for temporarily halting or redirecting work to permit sampling, identification, and evaluation of the fossils. If the paleontological resources are found to be significant, the paleontologist shall determine appropriate actions, in cooperation with the applicant, to ensure proper exploration and/or salvage.

Prior to the release of the grading bond the applicant shall submit the paleontologist's follow up report for approval by the Manager, Building and Safety. The report shall include the period of inspection, a catalogue and analysis of the fossils found, and the present repository of the fossils. Applicant shall prepare excavated material to the point of identification, and offer excavated finds for curatorial purposes to the County of Orange, or its designee, on a first refusal basis. These actions, as well as final mitigation and disposition of the resources, shall be subject to approval by Manager, Building and Safety. Applicant shall pay curatorial fees if an applicable fee program has been adopted by the Board of Supervisors, and such fee program is in effect at the time of presentation of the materials to the County of Orange or its designee, all in a manner meeting the approval of the Manager, Building and Safety, or designee.
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<th>Mitigation Program</th>
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<tbody>
<tr>
<td>the Manager, Building and Safety (County Standard Condition of Approval A04)</td>
<td>Requirement in lease agreement; Verified during Site Plan Review and ongoing</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
<td></td>
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**GREENHOUSE GAS EMISSIONS**

**MN GHG-1** JWA shall require that all general aviation-related development and uses facilitated by approval of the GAIP comply with applicable measures set forth in its *Climate Action Plan*. This compliance requirement shall be set forth in all leasehold agreements for GAIP-related development. Additionally, compliance with building design-related measures shall be verified by JWA Deputy Director, Facilities or designee, prior to the issuance of building permits for GAIP-related development.

**HAZARDS AND HAZARDOUS MATERIALS**

**RR HAZ-1** Prior to the start of demolition or construction at the facilities, an asbestos abatement work plan shall be prepared in compliance with federal, State, and local regulations for any necessary removal and disposal of such materials, (including, but not limited to, 40 CFR 61 Subpart M, Occupational Safety and Health Administration 8 CCR 1529, and South Coast Air Quality Management District Rule 1403) and shall include: (1) demolition plans and specifications incorporating any necessary abatement measures for the removal of materials containing asbestos or assumed to contain asbestos in compliance with federal, State, and local regulations; (2) A licensed California Department of Occupational Safety and Health contractor, certified by the CSLB and registered with Cal/OSHA shall perform all “asbestos-related work” that disturbs asbestos-containing materials or asbestos-containing construction materials at the facilities; (3) All persons who may come into contact with any asbestos-containing material during.
<table>
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<th>Mitigation Program</th>
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<tr>
<td>demolition, construction, and maintenance at the facilities shall be notified in writing to avoid removal or disturbance of the asbestos-containing material; (4) any suspect material not identified but assumed to contain asbestos disturbed during the course of demolition shall require a cease work order and examination by a California Department of Industrial Relations Division of Occupational Safety and Health certified asbestos consultant; (5) all known asbestos-containing material or asbestos-containing construction material, to the extent that the asbestos-containing material or asbestos-containing construction material becomes friable, must be removed prior to demolition; and (6) asbestos-containing waste material that is generated during demolition at the facilities shall be properly handled and disposed of in compliance with applicable federal, State, and local regulations.</td>
<td>Identification in construction contract specifications prior to issuance of demolition permit; Implemented during demolition or construction</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
<td>Manager of Building &amp; Safety or designee</td>
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</table>

**RR HAZ-2**

Prior to the start of any construction/demolition at the facilities, a lead-based paint/lead-containing paint abatement work plan shall be prepared in compliance with federal, State, and local regulations (including but not limited to Occupational Safety and Health Administration CCR Title 17 Section 37000-37100 and Title 8 Section 1532.1 and South Coast Air Quality Management District Rule 301) for any necessary removal and disposal of such materials.

The work plan implementing these regulations shall also include the following elements as per the Hazardous Materials Survey Report: (1) demolition plans and specifications shall incorporate any necessary abatement measures for the removal of materials containing lead-based paint and/or lead-containing paint in compliance with federal, state, and local regulations; (2) paints identified as lead-based...
and in poor condition (peeling or chipped) and all loose, flaking, or otherwise deteriorated lead paint shall be stabilized prior to any other construction-related activity and/or demolition on site. The stabilization process must be completed by California Department of Public Health Certified Workers under a California Department of Public Health Certified Supervisor, and all loose and flaking paint shall be removed from all work areas; (4) lead-based paints, i.e., paint on the floor of Hangar 62, in good condition may be left in place if exposure to employees and the environment is controlled and the lead-containing waste is properly tested and disposed based on the test results; (5) compliance with recommendations contained in a negative exposure assessment, which has been prepared meeting Cal-OSHA standards, for the appropriate handling of materials tested, via XRF, and found to contain lead in amounts that may be a source of exposure to workers or may not meet testing limits for disposal including ceramic tiles in the restrooms prior to renovation or demolition; and (6) work area preparations as well as adequate worker protection and employee exposure monitoring and material testing as it relates to disposal will be required during any equipment demolition activity.

**RR HAZ-3**

All transportation of hazardous materials at the facilities is regulated at the federal (Title 49 of the *Code of Federal Regulations* ["49 CFR"]) and State (Title 13 of the *California Code of Regulations* [13 CCR]) levels and requires compliance with all applicable federal, State, and local regulations pertaining to hazardous materials to ensure that the risk associated with the use and storage of the materials, after transport to JWA, is minimal. All hazardous materials shall be handled in full compliance with applicable requirements, and the identification in construction contract specifications prior to issuance of building permit; Implemented during demolition or construction.

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<tr>
<td>All transportation of hazardous materials at the facilities is regulated at the federal (Title 49 of the <em>Code of Federal Regulations</em> [&quot;49 CFR&quot;]) and State (Title 13 of the <em>California Code of Regulations</em> [13 CCR]) levels and requires compliance with all applicable federal, State, and local regulations pertaining to hazardous materials to ensure that the risk associated with the use and storage of the materials, after transport to JWA, is minimal. All hazardous materials shall be handled in full compliance with applicable requirements, and the identification in construction contract specifications prior to issuance of building permit; Implemented during demolition or construction.</td>
<td></td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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necessary permits maintained by JWA. Carriers responsible for the transportation of hazardous materials are required to have a hazardous materials transportation license, issued by the California Highway Patrol (CHP). All fuel deliveries from suppliers within California will comply with all applicable requirements of the CHP’s biennial inspection of terminals (BIT) program.

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<tr>
<td>SC HAZ-4 Applicant/operator shall store, manifest, transport, and dispose of all on-site generated waste that meets hazardous materials criteria in accordance with the California Code of Regulations Title 22 and in a manner to meet the satisfaction of the Manager, Health Care Agency (HCA)/Hazardous Materials Program. Applicant shall keep storage, transportation, and disposal records on site and open for inspection by any government agency upon request. Applicant shall store used oil filters in a closed, rainproof container that is capable of containing all used oil and shall manage the container as specified in Title 22, Chapter 30, Division 4, Section 66828 of the California Code of Regulations. (County Standard Condition RC02)</td>
<td>In conjunction with Site Plan Review; Implementation ongoing</td>
<td>Manager, Health Care Agency/Hazardous Materials Program</td>
<td></td>
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### Mitigation Program

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<thead>
<tr>
<th>LAND USE AND PLANNING</th>
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<tr>
<td>APPLICATION OF SOUND INSULATION PROGRAM FOR FINAL EIR 617&lt;sup&gt;16&lt;/sup&gt;</td>
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**617 LU-1**

Starting with the 2015 Annual Noise Report, the annual noise contours presented in the report will be used by the County of Orange/JWA to identify parcels with noise sensitive uses (i.e., residences, schools, or churches) that are newly located either partially or completely within the 65 CNEL contour as compared to their location relative to the 65 CNEL contour in the 2013 Annual Contours, which will serve as the baseline condition. All uses that were established before 1985 and have not been insulated under the previous AIP will be eligible for evaluation under the SIP described in Mitigation Measure (617) N-3. Those uses with an average interior noise levels exceeding 45 CNEL will be eligible for insulation under the SIP described in Mitigation Measure (617) N-3.

For those uses with interior noise levels less than 45 CNEL, the amount of outdoor-to-indoor noise reduction for each habitable room will be recorded. In each subsequent Annual Noise Report, the noise level impacting these uses and the measured noise reduction will be used to estimate the interior noise level. If the estimated interior noise level exceeds 45 CNEL, then the use will be eligible for re-evaluation in the form of new interior noise level measurements. If the interior noise level in any habitable room exceeds 45 CNEL, then the use will be eligible for the SIP described in Mitigation Measure (617) N-3.

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<tbody>
<tr>
<td>Starting with the 2015 Annual Noise Report</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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<sup>16</sup> Final Program EIR 627 identifies that residential units that will be included in the future (2026) 65 CNEL contour that do not have avigation easements and have not received prior sound attenuation from the Airport would be eligible for participation in the Sound Insulation Program (SIP) adopted in conjunction with the 2014 Settlement Agreement Amendment. The following four measures ((617) LU-1 and (617) N-1 through (617) N-3) are taken from MMRP for the 2014 Settlement Agreement Amendment.
Starting with the 2015 Fourth Quarter Noise Report, the annual noise levels at NMS 1S, 2S, and 3S will be compared by the County of Orange to the 2013 annual noise levels. If the noise levels have increased by 1.5 dB or more at any of these NMS, all noise sensitive uses represented by that NMS (i.e., that is the closest NMS to the parcel) that have not been previously insulated under the 1985 AIP will be eligible for evaluation for participation in the Sound Insulation Program (SIP) as described in Mitigation Measure (617) N-3. Those uses with interior noise levels exceeding an average of 45 CNEI will be eligible for insulation under the SIP as described in the mitigation measure.

For those uses with interior noise levels less than 45 CNEI, the amount of outdoor-to-indoor noise reduction for each habitable room will be recorded. In each subsequent Fourth Quarter Noise Report, the noise level impacting these uses and the measured noise reduction will be used to estimate the interior noise level. If the estimated interior noise level exceeds an average of 45 CNEI, then the use will be eligible for re-evaluation in the form of new interior noise level measurements. If the interior noise level in any habitable room exceeds an average of 45 CNEI, then the use will be eligible for the SIP described in Mitigation Measure (617) N-3.

Starting with the 2015 Fourth Quarter Noise Report, the annual noise levels at NMS 1S, 2S, and 3S will be compared by JWA to the 2013 annual noise levels. If the noise levels have increased by 1.0 dB or more at any of these NMS, all noise sensitive uses represented by that NMS (i.e., that is the closest NMS to the parcel) exposed to noise levels of 65 CNEI or greater that have not been previously insulated under the 1985 AIP will be eligible for evaluation for participation in the Sound Insulation Program as described in Mitigation Measure (617) N-3. Those uses with interior noise levels exceeding an average of 50 CNEI will be eligible for insulation under the SIP as described in the mitigation measure.

For those uses with interior noise levels less than 50 CNEI, the amount of outdoor-to-indoor noise reduction for each habitable room will be recorded. In each subsequent Fourth Quarter Noise Report, the noise level impacting these uses and the measured noise reduction will be used to estimate the interior noise level. If the estimated interior noise level exceeds an average of 50 CNEI, then the use will be eligible for re-evaluation in the form of new interior noise level measurements. If the interior noise level in any habitable room exceeds an average of 50 CNEI, then the use will be eligible for the SIP described in Mitigation Measure (617) N-3.
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<td>Program (SIP) as described in Mitigation Measure (617) N-3. Those uses with interior noise levels exceeding 45 CNEL will be eligible for insulation under the SIP as described in the mitigation measure. For those uses with interior noise levels less than 45 CNEL, the amount of outdoor-to-indoor noise reduction for each habitable room will be recorded. In each subsequent Fourth Quarter Noise Report, the noise level impacting these uses and the measured noise reduction will be used to estimate the interior noise level. If the estimated interior noise level exceeds an average of 45 CNEL then the use will be eligible for re-evaluation in the form of new interior noise level measurements. If the interior noise level in any habitable room exceeds an average of 45 CNEL then the use will be eligible for the SIP described in Mitigation Measure (617) N-3.</td>
<td>Completion of measures (617) LU-1, (617) N-1 and (617) N-2</td>
<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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interior noise levels greater than 45 CNEL will be eligible for sound insulation.

The FAA guidance for implementing sound insulation programs specifically states that the average noise level in all habitable rooms of a residence or all educational spaces in school must be greater than 45 CNEL for the use to be eligible for sound insulation funded by the Airport or FAA. However, the County's noise standards specifically require that the noise level in any habitable room or educational space must be less than 45 CNEL. This is implied in the City of Newport Beach's noise standards, as well. Under CEQA, the lead agency's noise standard is used to determine impacts. Therefore, a noise sensitive use is considered significantly impacted if the noise level in any habitable room or educational space exceeds 45 CNEL.

As discussed below, the Airport will request that the FAA waive its requirement that the average noise level in all habitable rooms or educational spaces exceed 45 CNEL in order for sound insulation to be funded by the FAA or Airport in order that all noise related impacts are mitigated to a less than significant level in a timely manner. If the FAA does not agree to waive this requirement, then uses with one or more habitable rooms or educational spaces exceeding 45 CNEL but with the average noise level in all habitable rooms or educational spaces less than 45 CNEL would be significantly and unavoidably impacted as there is no other funding source for a SIP. However, these uses would be eligible for insulation when and if the average noise level exceeded 45 CNEL. As discussed in Mitigation Measures, (617) LU-1, (617) N-1, and (617) N-2, if an individual land use is not eligible for insulation because the interior noise level does not exceed 45 CNEL, there are criteria for re-evaluation. If
the annual report noise levels and previous evaluation measurements indicate that the use may meet the interior noise requirement it will be re-evaluated for insulation eligibility.

**Part 1, Evaluation:** When Mitigation Measures (617) LU-1, (617) N-1, or (617) N-2 determines that a noise sensitive use is significantly impacted based on measured noise levels and the relevant significance thresholds, that use will be evaluated by the County of Orange for eligibility for sound insulation. The evaluation will be performed by measuring the indoor noise levels for each habitable room or educational space. If the average noise level in all habitable rooms or education spaces of a use is greater than an average of 45 CNEL then the use will be eligible for sound insulation. Additionally, if the average noise level is less than 45 CNEL, any use with a noise level greater than an average of 45 CNEL in any habitable room or educational space also will be eligible for sound insulation if the FAA waives its requirement that noise levels be averaged across all habitable rooms or education spaces.

Per FAA guidance, noise levels will be measured with all windows and doors closed. Uses with measured interior noise levels less than 45 CNEL that do not have an existing central ventilation system, but rely on keeping windows open for air circulation will be eligible for a Continuous Positive Ventilation System. Implementation of such a system will be dependent on meeting the FAA requirements for implementation of such a system.

**Part 2, Sound Insulation Program:** Schools or residences that have interior noise levels exceeding 45 CNEL as determined by the evaluation measurements
Mitigation Program | Timing of Mitigation | County Department or Other Agency for Review/Approval | Completion Date
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will be eligible for sound insulation. The implementation of sound insulation will depend on satisfying the FAA criteria described in Chapter 812 of Order 5100.38C Airport Improvement Program Handbook. Note that as an alternative to providing sound insulation, an impacted property may also be mitigated by converting an incompatible use to a compatible use or removing the incompatible use. | Ongoing | JWA Manager, Access and Noise Office |  

**NOISE**

**RR NOI-1** The Orange County Municipal Code Article 3 Section 2-1-30, General Aviation Noise Ordinance, prohibits nighttime general aviation operations for operations that exceed the specified SENEL noise limit at each of the noise monitoring locations.

**SC NOI-1** Except when the interior noise level exceeds the exterior noise level, the applicant shall sound attenuate all nonresidential structures against the combined impact of all present and projected noise from exterior noise sources to meet the interior noise criteria as specified in the Noise Element and Land Use/Noise Compatibility Manual. Prior to the issuance of any building permits, the applicant shall submit to the Manager, Building and Safety, an acoustical analysis report prepared under the supervision of a County-certified acoustical consultant which describes in detail the exterior noise environment and the acoustical design features required to achieve the interior noise standard and which indicates that the sound attenuation measures specified have been incorporated into the design of the project. (County Standard Condition N02) | Prior to the issuance of building permits | Manager, Building and Safety |
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<td><strong>TRIBAL CULTURAL RESOURCES</strong></td>
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<tr>
<td><strong>MN TCR-1</strong> Tribal Cultural Resources Observation and Salvage. **</td>
<td>Prior to issuance of grading permit</td>
<td>Manager, Permit Services</td>
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<td>Prior to the issuance of any grading permit in which native soil is disturbed, the applicant shall provide written evidence to the Manager, Permit Services, that a Native American monitor has been retained to observe grading activities in native sediment and to salvage and catalogue tribal cultural resources as necessary. The Native American monitor, which shall be a representative of a tribe with ancestral connection to the land, shall be present at the pre-grade conference, shall establish procedures for tribal cultural resource surveillance, and shall establish, in cooperation with the County, procedures for temporarily halting or redirecting work to permit the sampling, identification, and evaluation of the tribal cultural resource as appropriate. If the tribal cultural resources are found to be significant, the Native American observer shall determine appropriate actions, in cooperation with the County for exploration and/or salvage.</td>
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<td><strong>WATER QUALITY</strong></td>
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<td><strong>RR WQ-1</strong> If groundwater is encountered during ground disturbance activities at JWA, the contractor shall provide evidence to the County that it has applied for coverage under Order No. R8-2015-0004 for the disposal of acceptable construction dewatering discharges to the local storm drainage system, through the submission of a copy of the completed Notice of Intent for the project and Santa Ana Regional Water Quality Control Board’s (RWQCB’s) Discharge Authorization Letter. The contractor shall comply with the discharge prohibitions; conduct groundwater testing to show the discharge would not exceed the set effluent limitations and applicable surface water</td>
<td>In conjunction with Site Plan Review; Implementation during construction</td>
<td>Manager, Building and Safety JWA Deputy Airport Director, Facilities Development or designee</td>
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<td>limitations, including the provision of needed facilities and systems of treatment and control to meet the limitations; and implement a monitoring and reporting program.</td>
<td>Prior to issuance of grading or building permits</td>
<td>Manager, Building and Safety JWA Deputy Airport Director, Facilities Development or designee</td>
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<td>If the proposed discharge is not eligible for coverage under this Order, an individual National Pollutant Discharge Elimination System (NPDES) permit shall be obtained. The contractor shall provide a copy of the NPDES permit to the Orange County Building and Safety Division and implement the conditions of approval during construction dewatering activities.</td>
<td>Prior to issuance of grading or building permits</td>
<td>Manager, Building and Safety JWA Deputy Airport Director, Facilities Development or designee</td>
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<td>SC WQ-1</td>
<td>Prior to the issuance of any grading or building permits, the applicant shall submit for review and approval by the Manager, Building and Safety, a Water Quality Management Plan (WQMP) specifically identifying Best Management Practices (BMPs) that will be used on site to control predictable pollutant runoff. The applicant shall utilize the Orange County Drainage Area Management Plan (DAMP), Model WQMP, and Technical Guidance Manual for reference, and the County's WQMP template for submittal. This WQMP shall include the following:</td>
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<td>- Detailed site and project description</td>
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<td>- Potential storm water pollutants</td>
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<td>- Post-development drainage characteristics</td>
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<td>- Low Impact Development (LID) BMP selection and analysis</td>
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<td>- Hydromodification Control BMP selection and analysis</td>
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<td>- Structural and Non-Structural source control BMPs</td>
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<td>- Site design and drainage plan (BMP Exhibit)</td>
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### Mitigation Program

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<tr>
<td><strong>Geographic Information Systems (GIS) coordinates for all LID and Treatment Control BMPs</strong></td>
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<td><strong>Operation and Maintenance (O&amp;M) Plan that (1) describes the long-term operation and maintenance requirements for BMPs identified in the BMP Exhibit; (2) identifies the entity that will be responsible for long-term operation and maintenance of the referenced BMPs; and (3) describes the mechanism for funding the long-term operation and maintenance of the referenced BMPs</strong></td>
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<td>The BMP Exhibit from the approved WQMP shall be included as a sheet in all plan sets submitted for plan check, and all BMPs shall be depicted on these plans. Grading and building plans must be consistent with the approved BMP exhibit. (County Standard Condition WQ01)</td>
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**SC WQ-3** Prior to the issuance of any grading or building permits, the applicant shall demonstrate compliance with California’s General Permit for Stormwater Discharges Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number or other proof of filing in a manner meeting the satisfaction of the Manager, Permit Intake. Projects subject to this requirement shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). A copy of the current SWPPP shall be kept at the project site and be available for County review on request. (County Standard of Approval WQ04)

Prior to issuance of grading or building permits

Manager, Permit Intake

JWA Deputy Airport Director, Facilities Development or designee
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<td>SC WQ-4 Prior to the issuance of any grading or building permit, the applicant shall submit an Erosion and Sediment Control Plan (ESCP) in a manner meeting approval of the Manager, Permit Intake, to demonstrate compliance with the County’s NPDES Implementation Program and state water quality regulations for grading and construction activities. The ESCP shall identify how all construction materials, wastes, grading or demolition debris and stockpiles of soil, aggregates, soil amendments, and other on-site materials shall be properly covered, stored, and secured to prevent transport into local drainages or coastal waters by wind, rain, tracking, tidal erosion, or dispersion. The ESCP shall also describe how the applicant will ensure that all BMPs will be maintained during construction of any future public rights-of-way. The ESCP shall be updated as needed to address the changing circumstances of the project site. A copy of the current ESCP shall be kept at the project site and be available for County review on request. (County Standard of Approval WQ05)</td>
<td>Prior to issuance of grading or building permits</td>
<td>Manager, Permit Intake JWA Deputy Airport Director, Facilities Development or designee</td>
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<td>SC WQ-6</td>
<td>Prior to grading or building permit close-out and/or the issuance of a certificate of use and occupancy</td>
<td>Manager, OC Inspection</td>
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<td>JWA Deputy Airport Director, Facilities Development or designee</td>
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For industrial facilities subject to California's General Permit for Stormwater Discharges Associated with Industrial Activity as defined by Standard Industrial Classification (SIC) Code. Prior to grading or building permit close-out and/or the issuance of a certificate of use and occupancy, the applicant shall demonstrate that compliance with the permit has been obtained by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the notification of the issuance of a Waste Discharge Identification (WDID) Number or other proof of filing to the satisfaction of the Manager, OC Inspection.17 (County Standard of Approval WQ07)

17 Alternatively, the facility may provide documentation to be added to the Airport’s existing SWPPP and demonstrate the BMPs implemented by the facility meet the requirements of the Industrial General Permit.
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
May 7, 2019

WHEREAS, the County of Orange ("County") is the owner and operator of John Wayne Airport, Orange County ("JWA" or "Airport") and provides both general aviation and commercial air carrier facilities and services at the Airport; and

WHEREAS, beginning in 1923, the Airport began operating as a privately owned general aviation facility and first became a publicly owned facility in 1939; and

WHEREAS, general aviation services and facilities at JWA have not been comprehensively studied since 1990 and the character of general aviation has changed significantly since that time; and

WHEREAS, multiple factors supported conducting a comprehensive evaluation of general aviation facilities at this time, including, but not limited to, (1) the introduction of new aircraft into, and other changes within, the general aviation fleet; (2) the advanced age of some of JWA’s general aviation structures and resultant need for improvements; (3) the need to ensure compliance with Federal Aviation Administration ("FAA") requirements related to proximity of buildings and airfield roadways to taxiways and runways; and (4) the expiration of a number of general aviation-related long term leases; and

WHEREAS, in 2015, the Airport initiated a comprehensive study of general aviation facilities and services at JWA, began meetings with stakeholders and development of goals and objectives for the purpose of evaluating and planning for the future needs of the general aviation community at the Airport; and

WHEREAS, this comprehensive study was designated the General Aviation Improvement Program ("GAIP"); and

WHEREAS, the GAIP would be implemented in the area of the Airport currently utilized for general aviation and would serve to maximize the efficiency and safety of facilities; and
WHEREAS, an environmental impact report ("EIR") process, as defined by the California Environmental Quality Act ("CEQA") (California Public Resources Code, Sections 21000 et seq.) was initiated and a program level EIR was prepared pursuant to CEQA, the State CEQA Guidelines, and the County’s Local CEQA Procedures Manual to address the potential environmental impacts associated with the GAIP; and

WHEREAS, this EIR was designated as Program EIR 627 and was circulated for public review and comment pursuant to and consistent with CEQA and the State CEQA Guidelines; and

WHEREAS, the County, as the lead agency, the project proponent and airport proprietor, set forth certain GAIP goals and objectives to guide it during the preparation of Program EIR 627, including, but not limited to the following:

(i) To enhance safe and secure operations;
(ii) To utilize limited land area efficiently and economically;
(iii) To enhance compatibility between general and commercial aviation operations;
(iv) To embrace flexibility to allow for technological advances and market trends;
(v) To maximize economic, self-sustaining, revenue producing facilities;
(vi) To assess the ability of existing infrastructure to support general aviation facilities; and

WHEREAS, these goals and objectives are consistent with long-standing policy of the County to operate JWA in a manner that provides the maximum air transportation opportunities at JWA while ensuring that airport operations do not unreasonably result in adverse environmental effects of surrounding communities; and

WHEREAS, this Board independently considered the merits of all alternatives, including the Project Proposed for Approval (designated as the Proposed Project in Program EIR 627) and four other alternatives identified in Program EIR 627, and measured the benefits and impacts of those alternatives as identified in Program EIR 627; and
WHEREAS, on May 7, 2019, by Resolution No. 19-__, the Board certified Program EIR 627 as complete and adequate in that it addresses all environmental effects of the Project Proposed for Approval and fully complies with the requirements of CEQA and the County’s Local CEQA Procedures Manual, and adopted related CEQA Findings of Fact, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program (collectively “CEQA Findings”); and

WHEREAS, the Project Proposed for Approval includes:

(i) Two Full Service Fixed Base Operators (“FBOs”), one on the east side of the Airport and one on the west side of the Airport, each with hangars and based aircraft located on the apron;

(ii) Provisions for an optional General Aviation Terminal (co-located at a Full-Service FBO, to accommodate possible regularly scheduled commercial charter flights in the future);

(iii) Provisions for an optional General Aviation Facility (“GAF”) (to provide a dedicated screening facility for the processing of general aviation international arrivals by the U.S. Customs and Border Protection) that would be constructed at one of the Full Service FBO locations but would be accessible to all general aviation users;

(iv) One Limited Service FBO, in addition to the existing Martin Aviation Limited Service FBO, for a total of two Limited Service FBOs;

(v) Correction of four existing non-standard design features (relocation of the perimeter road on the west side of the airfield because it is within the Object Free Area [“OFA”] of Taxiway B; relocation of the perimeter road on the east side of the airfield because it is within the OFA of Taxiway A; removal of two community hangars from the existing Full Service Southeast FBO to comply with FAA height restrictions; and removal of 31 transient aircraft apron parking areas
at the southeast portion of the Airport currently in the OFA for the approach to Runway 2L);

(vi) Facilities to serve the Orange County Sheriff’s Department (“OCSD”) (hangar and tie-downs for OCSD helicopters);

(vii) Flight school facilities, with aircraft parking on the apron;

(viii) Capacity for approximately 354 based aircraft located in box hangars, community hangars, T-hangars, tie-downs and FBO apron spaces;

(ix) The ability to accommodate the constrained forecast estimate of 167,900 annual aircraft operations in 2026 (an operation is defined as either a takeoff or landing, each counting as one operation);

(x) Vehicle parking to accommodate the various uses;

(xi) A self-service aircraft fueling station and aircraft wash rack;

(xii) A potential left turn-lane on Campus Drive to provide access to the east side Full Service FBO; and

(xiii) Redesign of the Campus Drive and Quail Street access point to allow both ingress and egress (right-in and right-out) at the intersection. The redesign would require the security entrance gate to be moved further from the Campus Drive. The curb line would remain the same as existing conditions.

NOW, THEREFORE, IT BE RESOLVED that the County of Orange, as the airport proprietor of JWA:

1. Approves the GAIP Project Proposed for Approval, as described above, and in Final Program Environmental Impact Report 627 and in companion Resolution No. 19-__, and its related and attached CEQA Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Plan.

2. Adopts and incorporates as conditions to this approval all of the mitigation measures discussed in Program EIR 627, and as identified in the companion Resolution No. 19-__, and its related and attached CEQA Findings of Fact and Statement of Overriding
Considerations, and Mitigation Monitoring and Reporting Plan which includes regulatory requirements, standard conditions of approval and minimization measures, and directs that all such mitigation measures be implemented at a time and in a manner consistent with the approved Project and each mitigation measure.
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

May 7, 2019

WHEREAS, the County of Orange ("County") is the owner and operator of John Wayne Airport, Orange County ("JWA" or "Airport") and provides both general aviation and commercial air carrier facilities and services at the Airport; and

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WHEREAS, general aviation services and facilities at JWA have not been comprehensively studied since 1990 and the character of general aviation has changed significantly since that time; and

WHEREAS, multiple factors supported conducting a comprehensive evaluation of general aviation facilities at this time, including, but not limited to, (1) the introduction of new aircraft into, and other changes within, the general aviation fleet; (2) the advanced age of some of JWA’s general aviation structures and resultant need for improvements; (3) the need to ensure compliance with Federal Aviation Administration ("FAA") requirements related to proximity of buildings and airfield roadways to taxiways and runways; and (4) the expiration of a number of general aviation-related long term leases; and

WHEREAS, in 2015, the Airport initiated a comprehensive study of general aviation facilities and services at JWA, began meetings with stakeholders and development of goals and objectives for the purpose of evaluating and planning for the future needs of the general aviation community at the Airport; and

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WHEREAS, this EIR was designated as Program EIR 627 and was circulated for public review and comment pursuant to and consistent with CEQA and the State CEQA Guidelines; and

WHEREAS, the County, as the lead agency, the project proponent and airport proprietor, set forth certain GAIP goals and objectives to guide it during the preparation of Program EIR 627, including, but not limited to the following:

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(vi) To assess the ability of existing infrastructure to support general aviation facilities; and

WHEREAS, these goals and objectives are consistent with long-standing policy of the County to operate JWA in a manner that provides the maximum air transportation opportunities at JWA while ensuring that airport operations do not unreasonably result in adverse environmental effects of surrounding communities; and

WHEREAS, this Board independently considered the merits of all alternatives, including the Project Proposed for Approval (Alternative 1) and four other alternatives identified in Program EIR 627, and measured the benefits and impacts of those alternatives as identified in Program EIR 627; and
WHEREAS, on May 7, 2019, by Resolution No. 19—__, the Board certified Program EIR 627 as complete and adequate in that it addresses all environmental effects of the Project Proposed for Approval and fully complies with the requirements of CEQA and the County’s Local CEQA Procedures Manual, and adopted related CEQA Findings of Fact, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program (collectively “CEQA Findings”); and

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(ii) Provisions for an optional General Aviation Terminal (co-located at a Full-Service FBO, to accommodate possible regularly scheduled commercial charter flights in the future);

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(iv) One Limited Service FBO, in addition to the existing Martin Aviation Limited Service FBO, for a total of two Limited Service FBOs;

(v) Correction of four existing non-standard design features (relocation of the perimeter road on the west side of the airfield because it is within the Object Free Area [“OFA”] of Taxiway B; relocation of the perimeter road on the east side of the airfield because it is within the OFA of Taxiway A; removal of two community hangars from the existing Full Service Southeast FBO to comply with FAA height restrictions; and removal of 31 transient aircraft apron parking areas
at the southeast portion of the Airport currently in the OFA for the approach to Runway 2L);

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(viii) Capacity for approximately 356 based aircraft located in box hangars, community hangars, T-hangars, tie-downs and FBO apron spaces;

(ix) The ability to accommodate the constrained forecast estimate of 168,600 annual aircraft operations in 2026 (an operation is defined as either a takeoff or landing, each counting as one operation);

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2. Adopts and incorporates as conditions to this approval all of the mitigation measures discussed in Program EIR 627, and as identified in the companion Resolution No. 19-__, and its related and attached CEQA Findings of Fact and Statement of Overriding
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ORANGE COUNTY, CALIFORNIA
May 7, 2019

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WHEREAS, general aviation services and facilities at JWA have not been comprehensively studied since 1990 and the character of general aviation has changed significantly since that time; and

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(iii) To enhance compatibility between general and commercial aviation operations;
(iv) To embrace flexibility to allow for technological advances and market trends;
(v) To maximize economic, self-sustaining, revenue producing facilities;
(vi) To assess the ability of existing infrastructure to support general aviation facilities; and

WHEREAS, these goals and objectives are consistent with long-standing policy of the County to operate JWA in a manner that provides the maximum air transportation opportunities at JWA while ensuring that airport operations do not unreasonably result in adverse environmental effects of surrounding communities; and

WHEREAS, this Board independently considered the merits of all alternatives, including the Project Proposed for Approval (designated as Alternative 2 in Program EIR 627) and four other alternatives identified in Program EIR 627, and measured the benefits and impacts of those alternatives as identified in Program EIR 627; and
WHEREAS, on May 7, 2019, by Resolution No. 19-__, the Board certified Program EIR 627 as complete and adequate in that it addresses all environmental effects of the Project Proposed for Approval and fully complies with the requirements of CEQA and the County’s Local CEQA Procedures Manual, and adopted related CEQA Findings of Fact, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program (collectively “CEQA Findings”); and

WHEREAS, the Project Proposed for Approval includes:

(i) Two Full Service Fixed Base Operators (“FBOs”), both on the east side of the Airport, each with hangars and based aircraft located on the apron;

(ii) Provisions for an optional General Aviation Terminal (co-located at a Full-Service FBO, to accommodate possible regularly scheduled commercial charter flights in the future);

(iii) Provisions for an optional General Aviation Facility (“GAF”) (to provide a dedicated screening facility for the processing of general aviation international arrivals by the U.S. Customs and Border Protection) that would be constructed at one of the Full Service FBO locations but would be accessible to all general aviation users;

(iv) One Limited Service FBO, in addition to the existing Martin Aviation Limited Service FBO, for a total of two Limited Service FBOs;

(v) Correction of four existing non-standard design features (relocation of the perimeter road on the west side of the airfield because it is within the Object Free Area [“OFA”] of Taxiway B; relocation of the perimeter road on the east side of the airfield because it is within the OFA of Taxiway A; removal of two community hangars from the existing Full Service Southeast FBO to comply with FAA height restrictions; and removal of 31 transient aircraft apron parking areas at the southeast portion of the Airport currently in the OFA for the approach to Runway 2L);
(vi) Facilities to serve the Orange County Sheriff’s Department (“OCSD”) (hangar and tie-downs for OCSD helicopters);

(vii) Flight school facilities, with aircraft parking on the apron;

(viii) Capacity for approximately 361 based aircraft located in box hangars, community hangars, T-hangars, tie-downs and FBO apron spaces;

(ix) The ability to accommodate the constrained forecast estimate of 169,400 annual aircraft operations in 2026 (an operation is defined as either a takeoff or landing, each counting as one operation);

(x) Vehicle parking to accommodate the various uses;

(xi) A self-service aircraft fueling station and aircraft wash rack;

(xii) A potential left turn-lane on Campus Drive to provide access to the east side Full Service FBOs; and

(xiii) Redesign of the Campus Drive and Quail Street access point to allow both ingress and egress (right-in and right-out) at the intersection. The redesign would require the security entrance gate to be moved further from the Campus Drive. The curb line would remain the same as existing conditions.

**NOW, THEREFORE, IT BE RESOLVED** that the County of Orange, as the airport proprietor of JWA:

1. Approves the GAIP Project Proposed for Approval, as described above, and in Final Program Environmental Impact Report 627 and in companion Resolution No. 19-__, and its related and attached CEQA Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Plan.

2. Adopts and incorporates as conditions to this approval all of the mitigation measures discussed in Program EIR 627, and as identified in the companion Resolution No. 19-__, and its related and attached CEQA Findings of Fact and Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Plan which includes regulatory requirements, standard conditions of approval and minimization measures,
and directs that all such mitigation measures be implemented at a time and in a manner consistent with the approved Project and each mitigation measure.
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

May 7, 2019

WHEREAS, the County of Orange ("County") is the owner and operator of John Wayne Airport, Orange County ("JWA" or "Airport") and provides both general aviation and commercial air carrier facilities and services at the Airport; and

WHEREAS, beginning in 1923, the Airport began operating as a privately owned general aviation facility and first became a publicly owned facility in 1939; and

WHEREAS, general aviation services and facilities at JWA have not been comprehensively studied since 1990 and the character of general aviation has changed significantly since that time; and

WHEREAS, multiple factors supported conducting a comprehensive evaluation of general aviation facilities at this time, including, but not limited to, (1) the introduction of new aircraft into, and other changes within, the general aviation fleet; (2) the advanced age of some of JWA’s general aviation structures and resultant need for improvements; (3) the need to ensure compliance with Federal Aviation Administration ("FAA") requirements related to proximity of buildings and airfield roadways to taxiways and runways; and (4) the expiration of a number of general aviation-related long term leases; and

WHEREAS, in 2015, the Airport initiated a comprehensive study of general aviation facilities and services at JWA, began meetings with stakeholders and development of goals and objectives for the purpose of evaluating and planning for the future needs of the general aviation community at the Airport; and

WHEREAS, this comprehensive study was designated the General Aviation Improvement Program ("GAIP"); and

WHEREAS, the GAIP would be implemented in the area of the Airport currently utilized for general aviation and would serve to maximize the efficiency and safety of facilities; and
WHEREAS, an environmental impact report (“EIR”) process, as defined by the California Environmental Quality Act (“CEQA”) (California Public Resources Code, Sections 21000 et seq.) was initiated and a program level EIR was prepared pursuant to CEQA, the State CEQA Guidelines, and the County’s Local CEQA Procedures Manual to address the potential environmental impacts associated with the GAIP; and

WHEREAS, this EIR was designated as Program EIR 627 and was circulated for public review and comment pursuant to and consistent with CEQA and the State CEQA Guidelines; and

WHEREAS, the County, as the lead agency, the project proponent and airport proprietor, set forth certain GAIP goals and objectives to guide it during the preparation of Program EIR 627, including, but not limited to the following:

(i) To enhance safe and secure operations;
(ii) To utilize limited land area efficiently and economically;
(iii) To enhance compatibility between general and commercial aviation operations;
(iv) To embrace flexibility to allow for technological advances and market trends;
(v) To maximize economic, self-sustaining, revenue producing facilities;
(vi) To assess the ability of existing infrastructure to support general aviation facilities; and

WHEREAS, these goals and objectives are consistent with long-standing policy of the County to operate JWA in a manner that provides the maximum air transportation opportunities at JWA while ensuring that airport operations do not unreasonably result in adverse environmental effects of surrounding communities; and

WHEREAS, this Board independently considered the merits of all alternatives, including the Project Proposed for Approval (designated as Alternative 3 in Program EIR 627) and four other alternatives identified in Program EIR 627, and measured the benefits and impacts of those alternatives as identified in Program EIR 627; and
WHEREAS, on May 7, 2019, by Resolution No. 19-__, the Board certified Program EIR 627 as complete and adequate in that it addresses all environmental effects of the Project Proposed for Approval and fully complies with the requirements of CEQA and the County’s Local CEQA Procedures Manual, and adopted related CEQA Findings of Fact, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program (collectively “CEQA Findings”); and

WHEREAS, the Project Proposed for Approval includes:

(i) Two Full Service Fixed Base Operators (“FBOs”), one on the east side of the Airport and one split between the east and west sides of the Airport, each with hangars and based aircraft located on the apron, with no proposed improvements to the existing facilities;

(ii) One Limited Service FBO with no proposed improvements to the existing facility, in addition to the existing Martin Aviation Limited Service FBO, for a total of two Limited Service FBOs;

(iii) Correction of four existing non-standard design features (relocation of the perimeter road on the west side of the airfield because it is within the Object Free Area [“OFA”] of Taxiway B; relocation of the perimeter road on the east side of the airfield because it is within the OFA of Taxiway A; removal of two community hangars from the existing Full Service Southeast FBO to comply with FAA height restrictions; and removal of 31 transient aircraft apron parking areas at the southeast portion of the Airport currently in the OFA for the approach to Runway 2L);

(iv) Facilities to serve the Orange County Sherriff’s Department (“OCSD”) (hangar and tie-downs for OCSD helicopters) would continue to be accommodated through a lease with one of the FBOs;

(v) Flight school facilities, with aircraft parking on the apron would continue through a lease with one of the FBOs;
(vi) Capacity for approximately 554 based aircraft located in box hangars, community hangars, T-hangars, tie-downs and FBO apron spaces;

(vii) The ability to accommodate the constrained forecast estimate of 197,600 annual aircraft operations in 2026 (an operation is defined as either a takeoff or landing, each counting as one operation);

NOW, THEREFORE, IT BE RESOLVED that the County of Orange, as the airport proprietor of JWA:

1. Approves the GAIP Project Proposed for Approval, as described above, and in Final Program Environmental Impact Report 627 and in companion Resolution No. 19-___, and its related and attached CEQA Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Plan.

2. Adopts and incorporates as conditions to this approval all of the mitigation measures discussed in Program EIR 627, and as identified in the companion Resolution No. 19-___, and its related and attached CEQA Findings of Fact and Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Plan which includes regulatory requirements, standard conditions of approval and minimization measures, and directs that all such mitigation measures be implemented at a time and in a manner consistent with the approved Project and each mitigation measure.
MEMORANDUM

May 1, 2019

To: Lea Choum, Planning Manager
    John Wayne Airport, Orange County

From: Kathleen Brady

Subject: Review of Late Correspondence Pertaining to the General Aviation Improvement Program

As part of the public review process for the General Aviation Improvement Program (“GAIP”), the first public hearing on the GAIP was held by the Airport Commission on April 17, 2019. The week of and following the Airport Commission meeting, the Airport Commission secretary received correspondence pertaining to the GAIP. At the meeting on April 17, 2019, several of the speakers submitted written correspondence. Additionally, several letters have been sent to members of the Board of Supervisors pertaining to the GAIP. Although there is no California Environmental Quality Act (CEQA) requirement to respond to any of this correspondence, it is important that these letters be provided to the decision-makers. To facilitate the County’s review of the correspondence received, Psomas has reviewed and summarized the issues raised in the correspondence.

The following provides a general overview of frequently raised issues within the correspondence received, followed by an evaluation of specific issues raised in several of the letters. The correspondence are attached at the end of this memorandum. They have been organized by correspondence submitted by agencies, organizations, and individuals and businesses. Within each category, the correspondence is included by the date received.

Based on our review, none of the correspondence provides substantial evidence of a new or more severe impact than what was identified in the Draft Program EIR. The issues raised have all been addressed in the Draft Program EIR and have been responded to in the Responses to Comments. As discussed in more detail in the review of the City of Newport Beach’s comments, there are no elements of the Draft Program EIR that warrants recirculation pursuant to Section 15088.5 of the CEQA Guidelines.
Ms. Lea Choum  
May 1, 2019  
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REVIEW OF ISSUES RAISED IN THE CORRESPONDENCE  
TO THE AIRPORT COMMISSION

Frequently Raised Issues

Requests that the Airport Commission not take action at their April 17, 2019 meeting to allow more time to review the Health Risk Assessment Technical Report (“HRA”).

When the Responses to Comments on Draft Program EIR 627 were initially circulated, the attachment containing the HRA was inadvertently not included. When this came to the Airport’s attention on April 15, 2019, a revised Responses to Comments Volume 2A, which included the HRA, was posted to the Airport’s website. Copies of the fully updated Responses to Comments were sent via overnight mail to all commenting agencies, which were received on April 16, 2019. Notices were sent on April 18, 2019 to all parties that submitted comments on the Draft Program EIR to notify the public of the availability of an updated Responses to Comments Volume 2A and a change in the date for the Board of Supervisors hearing to May 7, 2019.1 Additionally, a notice of the availability of the updated Responses to Comments and revised Board of Supervisors meeting date was published in The Orange County Register. The rescheduled Board of Supervisors meeting was also announced at the April 17, 2019 Airport Commission meeting. The Airport Commission also continued the item on the GAIP until May 1, 2019.

With the rescheduled hearing dates, the public was provided additional time to review the materials and all CEQA noticing requirements have been complied with or exceeded.

Concerns pertaining to air pollution and health risks

The Draft Program EIR included an analysis of air quality, including potential toxic air contaminants. In addition, as part of the Responses to Comments, a GAIP-specific HRA was prepared. The HRA utilizes agency-approved methodologies, such as those issued by the South Coast Air Quality Management District (“SCAQMD”) and the California Office of Environmental Health Hazard Assessment (“OEHHA”). The HRA incorporates dispersion modeling that takes into account variances in distances and directions between new proposed sources of emissions to nearby off-site receptors. The results of the GAIP-specific HRA affirm the impact conclusions presented in the Draft Program EIR; specifically, the GAIP would not expose sensitive or worker receptors to substantial TAC concentrations and impacts would be less than significant.

No new environmental information was identified that would change the analysis or conclusions of the proposed Final Program EIR. No additional review time or recirculation is required.

Concerns pertaining to increased noise

The incremental noise increases associated with the GAIP were fully evaluated in the Draft Program EIR. These issues were also discussed in the Responses to Comments. As noted in these documents, all the alternatives evaluated (including Alternative 3 and the No Project Alternative) would result in incremental noise increases. With Alternative 1, the greatest noise increase is projected to be a 0.17 Community Noise

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1 The Board of Supervisors meeting had been noticed for April 23, 2019. The CEQA Guidelines requires the Lead Agency to provide written proposed responses to a public agency on comments made by that public agency at least 10 days prior to certifying an EIR. This requirement necessitated the Board of Supervisors not certify the Program EIR until 10 days after April 16, 2019, the date of the agencies receipt of the updated Responses to Comments. Therefore, this is one of the reasons why the Board of Supervisors meeting was continued to May 7, 2019.
Equivalent Level ("CNEL")\(^2\) increase at Noise Monitoring Station ("NMS") 3S. The Draft Program EIR uses the County’s threshold of significance for assessing this impact, which states a sensitive receptor with noise exposures exceeding 65 CNEL with the project will be considered significantly impacted if the noise level with the project increases by 1.5 dB or more over the existing noise exposure. Therefore, impacts were identified as less than significant. The comments do not raise any issues that were not addressed in the Draft Program EIR.

**Concerns regarding aircraft being allowed to fly without a curfew**

The issues of curfew and nighttime noise limits were addressed in the Draft Program EIR and in the Responses to Comments. The County’s General Aviation Noise Ordinance ("GANO")\(^3\) specifies noise limits at each NMS that vary by time of day. The GAIP would not change these noise limits nor make any changes to the curfew commercial carriers must comply with at the Airport. The Draft Program EIR and the Responses to Comments also provide a discussion on the County’s inability to strengthen the curfew hours to include general aviation jets or place a cap or a maximum number of general aviation jet aircraft departures allowable during a 24-hour period due to a key federal regulation governing the operation of airports which is referred to as the *Airport Noise and Capacity Act of 1990* ("ANCA").\(^4\) The County, as the Airport proprietor, is not allowed to place a cap on the number of general aviation operations at the Airport nor limit the hours of operation for general aviation aircraft. Additionally, the Airport would be restricted from changing the nighttime noise limits in the GANO that currently are applicable to the general aviation operations. ANCA is a federal law enacted by Congress in 1990 to establish a national aviation noise policy.

As noted in the *John Wayne Airport General Aviation Improvement Program Noise Analysis Technical Report* (Appendix H to Program EIR 627) and the Responses to Comments, the noise analysis for the GAIP assumes the same percent of general aviation jets operating in the evening and nighttime in the Baseline would operate in the GAIP alternatives. With the Proposed Project this equates to an average of 0.35 additional daily nighttime departures. For Alternative 1 (see Table 3-11 of the Draft Program EIR), there would be an average of 0.39 additional nighttime departures on a daily basis.\(^5\) It should be noted, the actual number of flights would vary each day because this number is based on a mathematical equation that derives a daily number of nighttime operations based on the annual forecast.

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\(^2\) A standard unit of measurement of sound is the decibel ("dB"). A person can just barely detect a sound level change of approximately 1 decibel for sounds in the mid-frequency region. When ordinary noises are heard, a young, healthy ear can detect changes of 2 to 3 decibels.

CNEL is a 24-hour, time-weighted energy average noise level based on the A-weighted decibel. It is a measure of the overall noise experienced during an entire day. The term "time-weighted" refers to the penalties attached to noise events occurring during evening and nighttime hours.

\(^3\) Orange County Municipal Code Article 3 Section 2-1-30.

\(^4\) 49 U.S.C. Section 47521 *et seq*.

\(^5\) Tables 3-7 and 3-11 reflect the annual operations forecast by aircraft engine type for the Proposed Project and Alternative 1, respectively. The following calculations were done to determine the expected increase in daily nighttime departures:

- The difference between the number of 2016 jet operations and the 2026 jet operations is calculated.
- The number of operations is then multiplied by 0.03 because 3 percent of the flights are projected to be nighttime flights. Since the number of operations are given as annual operations, this number is then divided by 365 to come up with a daily average number of nighttime operations.
- The number of nighttime operations is divided by two, which provides the number of nighttime departures.
Comments pertaining to flight path

Several of the correspondence received stated the noise impacts are greater with the change in flight patterns since the Southern California Metroplex, also known as NextGen, was implemented. The Draft Program EIR identified NextGen as an Airport-related issue not associated with the GAIP.

Although the analysis provided in the Draft Program EIR did not reflect the NextGen flight pattern, consistent with Section 15125 of the CEQA Guidelines the baseline reflected the conditions at the time the Notice of Preparation (“NOP”) was published in March 2017. The baseline for the Draft Program EIR is 2016, which was also the most recent year with complete information when the Draft Program EIR was initiated. This issue was addressed in the Draft Program EIR and expounded on in detail in the Responses to Comments.

It should also be noted, departure procedures are under the jurisdiction of the FAA and are not within the jurisdiction of the County. FAA and the pilot in command of each aircraft have sole jurisdiction and responsibility for flight paths, and only the FAA has enforcement capability over issues related to flight paths. The County of Orange, as the proprietor of JWA, has no authority or control over aircraft flight paths.

Expressing concern regarding adequate security screening of passengers on business jets

The Draft Program EIR made it clear that all Customs and Border Protections (“CBP”) requirements would be complied with if a General Aviation Facility (“GAF”) is provided. This was further expounded on in the Responses to Comments. As noted in the Responses to Comments, the 2001 Aviation and Transportation Security Act (“ATSA”) created the Transportation Security Administration (“TSA”) and transferred aviation security functions from the FAA to the TSA. Section 132(a) of ATSA requires the Under Secretary of Transportation for Security to “implement a security program for charter air carriers. . . with a maximum certificated takeoff weight of 12,500 pounds or more.” Regulations also require charter operators (including scheduled or charter service, carrying passengers or cargo or both), conduct criminal history records checks on their flight crew members, and restrict access to the flight deck.6 The program that outlines the security measures and requirements for these operators is known as the Twelve-Five Standard Security Program (“TFSSP”). TSA updates the requirements to address industry concerns as necessary. The latest version is dated March 5, 2017. The TFSSP is classified as Sensitive Security Information (“SSI”); therefore, the training and information on the plan is only available to those operators that have a TFSSP program established with the TSA.

JWA and its fixed base operators (“FBO”) consistently maintain security levels in accordance with TSA security programs such as the TFSSP, and will continue to do so. Specifically, and as mentioned above, charter operators comply with TSA regulations to conduct criminal history records checks on crew members, restrict access to the flight deck area and, for scheduled public charters, trace detection screening is done on baggage, passengers are vetted through federal databases when a reservation is made, and passenger identification is verified prior to boarding the charter flight. It should also be noted that multiple layers of security screenings are performed at JWA including, but not limited to, initial screening of general aviation users upon entry at security entry gates or through an FBO. Regardless of the GAIP alternative selected, high levels of safety and security compliance will continue to be maintained airport-wide, including measures for general aviation security.

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Providing a General Aviation Facility will induce international flights, including transient flights that would want to clear customs at JWA because of the attractiveness of the facilities

Currently, all international general aviation flights clear CBP prior to arrival at JWA. As detailed in the Responses to Comments (see pages 3-6 and 3-7 of Volume 2A), flights with international origins currently use the Airport following receipt of CBP clearance at an airport that offers general aviation CBP services prior to landing at JWA. While the GAIP’s GAF would accommodate direct international travel to JWA, it is not anticipated to attract or “induce” a significant level of international flights where their intended destination is not JWA (i.e., flights that would stop and clear customs at JWA and then immediately continue on to a different airport). CBP regulations govern landing requirements and procedures for private aircraft arriving in the U.S. As defined by those regulations (19 Code of Federal Regulations (CFR) Subpart C §122.21-122.30), CBP has the authority to limit the locations where private aircraft entering the U.S. from a foreign area may land. Even if JWA provides the optional GAF with CBP inspection service for general aviation aircraft, private aircraft entering the US from south of the Mexican border or Pacific, Gulf of Mexico, or Atlantic coastlines must comply with special CBP reporting requirements. Specifically, they must land at the designated airports nearest their border crossing for CBP inspection and processing unless the aircraft has been exempted from this requirement. The designated airports nearest to JWA are Brown Field (SDM), and Calexico International Airport (CXL) in California.

Expressing support for Alternative 3.

A number of the correspondence received express support for GAIP Alternative 3. Many commentators stated that they did not support any alternative that would provide facilities that would serve increased jet operations. A number of the correspondence stated by providing additional facilities serving jet aircraft, many people (the residents under the flight path) would be impacted for the benefit of a few. These comments, which are expressing opinions, are included for consideration by the decision-makers as part of the Final Program EIR. However, these comments do not raise a specific question regarding the analysis in the Draft Program EIR or make any substantive comment about the adequacy of the Draft Program EIR. For that reason, no further response to this comment can be provided or is required.

Missed opportunity to use Marine Corps Air Station El Toro

Several of the correspondence noted the missed opportunity to use Marine Corps Air Station El Toro for commercial operations. This issue was addressed in the Responses to Comments. The voters of Orange County approved an initiative (Measure W) in 2002, which designated the base for the development of the Orange County Great Park and eliminated planned aviation uses for the former MCAS El Toro site.

Increased flights would increase the potential for crashes

Several of the commentators expressed the opinion that there would be more aviation traffic with the GAIP, increasing the possibility of crashes. This issue was addressed in the Draft Program EIR as part of the Project Description and in the Responses to Comments on the Draft Program EIR. The Proposed Project, Alternative 1, and Alternative 2 are forecast to have fewer aviation operations than the baseline (2016) because there would be fewer aircraft based at the Airport. As noted in the Responses to Comments, the 2015 accident data published by the National Transportation Safety Board (“NTSB”), Identified nationally there were 27 accidents involving general aviation aircraft. When put into context, in that same period there were 17,435,000 general aviation flight hours and 7,611,973,000 miles flown. There were 8,859,000 departures in this period. This equates to an average of 0.155 accidents per 100,000 hours of flight; 0.0035 accidents per
1,000,000 miles flown; and 0.305 accidents per 100,000 departures. It should be noted, none of these accidents involved a fatality.\textsuperscript{7}

**Agency Comments**

Several of the agencies made comments not captured above in the Frequently Raised Issues. The following provides an overview of the issues, and an assessment of these issue as they pertain to Draft Program EIR 627.

**City of Costa Mesa Issues**

*Figures 3.5-1 and 5.1-1 in the HRA do not include two residential communities in Costa Mesa located in close proximity to the Airport and therefore the conclusion is inconclusive of the residential community in Costa Mesa.*

The referenced residential communities\textsuperscript{8} are located within 1,000 meters of JWA; as such, potential impacts to the two residential communities were accounted for in the *Health Risk Assessment Technical Report* (see Section 3.5, Receptors, therein). While a receptor point was not specifically located on either site, both residential communities are located adjacent to modeled receptor locations. Specifically, the Baker Block is located adjacent to the Vineyard Christian Preschool (SR-21) and the second residential tract is located adjacent to the Santa Ana Golf Course (SR-17) (see also Table 3.5-1, Sensitive Receptor Locations, in the *Health Risk Assessment Technical Report*).

The health risk impacts at the receptor locations were modeled using residential exposure and, therefore, are representative of the risk at the referenced residential communities. As shown in Table 5.1-1, Health Risk Assessment Results, of the *Health Risk Assessment Technical Report*, the maximum health risk impacts at these modeled receptors are below the South Coast Air Quality Management District’s (“SCAQMD”) significance thresholds. Therefore, the health risk at the referenced residential communities are also expected to be below the SCAQMD significance thresholds.

**City of Irvine**

*The City of Irvine identified some suggested edits to the Responses to Comments and recommended an additional graphic.*

The suggested edits are minor and do not change any of the analysis or conclusions in the Final Program EIR. With regards to the suggested additional graphic, the Responses to Comments noted that Figure F-1 in the *City of Irvine General Plan* reflects the noise contours identified in the *Airport Environments Land Use Plan* (“AELUP”), which is often called the policy implementation line. At this time, no modification to the AELUP is proposed; therefore, there would be no conflict with the City’s General Plan. Inclusion of an additional graphic is not required.

\textsuperscript{7} The 2015 data is the most current year with complete data published by the NTSB. https://www.ntsb.gov/investigations/data/Documents/2015_preliminary Aviation statistics.xls

\textsuperscript{8} The two areas are: 1) the Baker Block at 125 E. Baker Street (High Density Residential), and 2) a residential tract north of the Santa Ana Golf Course (Low Density Residential).
Ms. Lea Choum  
May 1, 2019  
Page 7

City of Newport Beach

The correspondence expresses concern about the future cumulative baseline, which assumes 40 percent of the Boeing 737 and Airbus A320 aircraft utilizing the Airport in 2026 will include the newer Boeing 737-MAX and Airbus A320-NEO with substantially quieter and more fuel efficient engines.

The correspondence raises two issues pertaining to the 737-MAX. The first issue is the validity of the assumption that 40 percent of the Boeing 737 and Airbus A320 aircraft utilizing the Airport in 2026 will include the newer Boeing 737-MAX and Airbus A320-NEO. The second issue is if the grounding of the 737-MAX on March 19, 2019 requires these assumptions be reconsidered.

The basis for the assumption in the modeling 40 percent of the Boeing 737 and Airbus A320 aircraft utilizing the Airport in 2026 as Boeing 737-MAX and Airbus A320-NEO was fully discussed in Response NB-4 (provided in Responses to Comments Volume 2A). As with all predictive and forecast modeling, there are assumptions that must be made regarding future variables. The estimates are made from the best available data and using professional judgment and technical expertise. As noted in Response NB-4, impact of those variables related to these two aircraft types are fully understood, taken into account in the Draft Program EIR environmental analysis, and believed to be a conservative estimate so as not to overstate the benefits of these aircraft in 2026. The data supporting the use of the 737-MAX and the A320-NEO in the Federal Aviation Administration (“FAA”) Airport Environmental Design Tool Version2d (“AEDT”) model used for the air quality and noise modeling is based on the type of aircraft the airlines operating at JWA are using and orders by these airlines for new aircraft. This information is based on information from the airlines.

As noted in Response NB-4, and importantly, this assumption applies only to the commercial carrier operations in the cumulative analysis, which is the same for all GAIP scenarios. The cumulative analysis includes the increase in commercial carrier operations associated with the 2014 Settlement Agreement Amendment, which was approved by the County of Orange, the City of Newport Beach, Stop Polluting Our Newport, and the Airport Working Group. The proposed GAIP would change only the general aviation operations and fleet mix at JWA. None of the GAIP scenarios change the number of air carrier operations, runway use, or flight tracks for the commercial carrier operations.

The comment expresses concern that by incorporating a percentage of newer generation aircraft into the 2026 fleet mix for commercial carriers, the cumulative scenario compared to the 2016 Baseline is overly optimistic. Regardless of the contribution by commercial carriers in 2026, the GAIP’s contribution to the cumulative noise is nominal. As noted in Section 4.7 of the Draft Program EIR, largest noise increase in the Baseline Plus Project scenarios is at NMS 3S with Alternative 1. In this scenario Alternative 1’s contribution is an increase of 0.17 CNEL when compared to the Baseline (2016). In the cumulative scenario, the increase over Baseline with Alternative 1 is 0.52 CNEL at NMS 3S, which is predominately due to the commercial carriers’ contribution. Although an increase in the noise for the air carrier operations in 2026 may increase the change over the Baseline (2016) numbers, the GAIP’s contribution would remain nominal and the GAIP’s contribution to the cumulative impact would not substantial.

As noted, in the Draft Program EIR and the Responses to Comments, Final EIR 617, prepared for the 2014 Settlement Agreement Amendment, identified significant unavoidable impacts for noise, air quality, greenhouse gas emission, land use, and traffic impacts. The County and the City of Newport Beach adopted Findings of Fact, a Mitigation Monitoring and Reporting Program (MMRP), and a Statement of Overriding

9 It should be noted, the Baseline Plus No Project’s contribution at NMS 3S is 0.14 CNEL. In the cumulative scenario, the No Project’s increase over Baseline (2016) is 0.44 CNEL at NMS 3S.
Considerations when approving the 2014 Settlement Agreement Amendment. As part of those Findings of Fact and MMRP the County and the City found that all feasible mitigation measures had been adopted. This included a Sound Insulation Program, which would only reduce impacts associated with excess interior noise levels. As stated in the Draft Program EIR, there are no feasible mitigation measures for exterior noise level.

With regards to the influence of the grounding of the 737-MAX in March 2019 on the validity of the 2026 assumptions, a crucially important factor to remember is that the assumptions incorporate these aircraft into the commercial carrier fleet in 2026. There is no indication, nor is there any way for the Airport to know otherwise, that the grounding of the 737-MAX is anything other than a short-term condition. The airlines have assumed the aircraft will not be available through August 2019. Granted, this date may be extended; however, in the context of a 2026 horizon date, this event would not be expected to have a substantial influence on the fleet mix in seven years.

The comment letter suggests the slowdown in production of the 737-MAX while the software issue is resolved would substantially influence the delivery of new aircraft to the airlines. While the slowdown may result in short-term delivery delays, there is no indication that the aircraft ordered by the carriers serving JWA would not be available in seven years. Furthermore, the relevance of the decrease in orders of the 737-MAX in the first quarter of 2019 compared to the first quarter of 2018 is unclear as it pertains to the modeling assumptions for JWA. The assumptions used in the modeling for the 2026 commercial carrier operations was based on airline projections using data relating to existing fleet mixes as well as orders already placed with Boeing. Therefore, a short-term decrease in orders for the aircraft would not be relevant to the issue being discussed.

Based on the information available, which is discussed above and in Response NB-4 (provided in the Responses to Comments Volume 2A), there is substantial evidence supporting the assumption that 40 percent of the Boeing 737 and Airbus A320 aircraft utilizing the Airport in 2026 will include the newer Boeing 737-MAX and Airbus A320-NEO. The City of Newport Beach has expressed their opinion that these projections are too optimistic, but provides no substantiation for this position.

It is important to reiterate, this assumption only applies to the commercial carrier component of the cumulative analysis, which is not influenced by the GAIP and is the same for all scenarios. The impacts associated with the increased number of commercial carrier operations was identified and analyzed in Final EIR 617 prepared for the 2014 Settlement Agreement Amendment. In certifying Final EIR 617, all feasible mitigation measures were adopted and a Statement of Overriding Considerations was adopted for the significant noise, air quality, greenhouse gas emissions, land use, and traffic impacts that were forecast to occur with the increased commercial carrier operations and that could not be mitigated to a level below the level of significance. Furthermore, as noted above, the City of Newport Beach, together with the County of Orange and the two community groups that are a party to the 2014 Settlement Agreement Amendment, have approved the increase in commercial carrier operations at the Airport in 2021 and 2026. As such, the Settlement Agreement, as amended, reflects consensus between the settlement parties on the nature and

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10 As noted in the comment letter and in the news articles provided in Attachment B, Boeing has temporarily slowed production of the aircraft from 52 new 737-MAX per month to 42 new aircraft per month.

11 As noted in Response NB-4, Final EIR 617 did not include MAX and NEO aircraft types in the noise analysis because it was too speculative at that time. However, since the certification of Final EIR 617 the airlines have begun to integrate aircraft with the MAX and NEO engines into their fleet mix in order to provide an accurate and realistic noise analysis. Final EIR 617 acknowledged it was reasonable to assume that there will be interest in introducing newer and next generation aircraft (EIR 617, page 1-19).

12 The 2014 Settlement Agreement Amendment was approved by the Settlement Parties and a Modified Final Judgment was entered in 2014.
Ms. Lea Choum  
May 1, 2019  
Page 9

extent of facility and commercial carrier operational assumptions that may be implemented at JWA and will stay in effect through December 31, 2030.13

_The City requested further clarification on two issues: (1) the flight patterns used for the analysis; and (2) clarification to Response NB-5._

As reflected in the City’s letter, the Draft Program EIR and Appendix H of the Draft Program EIR does not propose modifications to the flight pattern. Both the Draft Program EIR and Appendix H also talked about the uncertainty of the FAA Metroplex project (see discussion above under Frequently Raised Issues). Given this uncertainty, the analysis does not assume a different departure pattern than what was in place at the time of the NOP was issued. As previously noted in the Responses to Comments, the Airport has no authority or control over aircraft in flight. The FAA has exclusive regulatory jurisdiction over flight paths, and the pilot-in-command of each aircraft is responsible for safely maneuvering the aircraft in accordance with the FAA’s airspace procedures.

As noted in the City of Newport Beach’s correspondence, Appendix H (Figure 9) does provide a graphic representation of the radar tracking for air carrier and general aviation aircraft at the time the analysis was completed. However, as noted in the City of Newport Beach comment, the general aviation flight patterns are not distinguished from the commercial carrier operations. The modeling assigned aircraft types (general aviation jets or props) to flight paths based on the actual pre-NextGen flight patterns. These actual pre-NextGen flight patterns are shown in the exhibits below.

In addition to the pre-NextGen flight patterns, two slides were presented to the Airport Commission on April 17, 2019, utilize this radar data and have the information separated by general aviation jets during a same day in August 2018 and general aviation prop planes. The first slide shows the departure path for general aviation jets, which is relatively concentrated along a similar path. The second slide shows the flight path for general aviation prop planes, which are widely dispersed.

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13 As noted in Response NB-4, although Final EIR 617 did not include MAX and NEO aircraft types, since the certification of Final EIR 617 in 2014, the airlines have begun to integrate aircraft with the MAX and NEO engines into their fleet mix. However, a comment received on the Notice of Preparation (“NOP”) for EIR 617 from Boeing Company requested that the analysis in EIR 617 be conducted using newer and next generation aircraft, such as the 737-900ERW, 787, 737-MAX, or comparable aircraft by other manufacturers into the fleet mix at the Airport. Since several of these aircraft accommodate more passengers than aircraft in the 2014 fleet mix, EIR 617 stated it may be possible to serve more passengers (within the passenger cap) with fewer operations. EIR 617 also acknowledged that given the length of the planning timeframe for the Settlement Agreement Amendment, it was reasonable to assume that there will be interest in introducing newer and next generation aircraft (EIR 617, page 1-19). Therefore, the introduction of these newer generation aircraft was anticipated at the time Final EIR 617 was prepared; although the benefits of the newer aircraft was not assumed when analyzing the impacts of the increase in commercial carrier operations.
Radar Tracks for General Aviation Jet Aircraft (2016)

Legend
Operation Type
- Arrival
- Departure

John Wayne Airport
JWA General Aviation Jets - 20R Departures – Count: 58
Thursday, August 2, 2018

JWA General Aviation Props – Count: 122
Thursday, August 2, 2018
With regards to the concern about an inconsistency in Response NB-5, the issue is not clear. This component of the comment in the April 17, 2019 letter reads:

RTC NB-5 states "The analysis assumes there would not be a change in the flight patterns applicable to the type of aircraft[,]" noting such an assumption would be speculative due to FAA's refinements to the NextGen procedures. (Final EIR, p. 3-36.) RTC NB-6, however, appears to contradict this statement when explaining the EIR's comparison of 2016 Baseline to Baseline Plus Project under the Alternative 1 scenario and including a new figure "to allow comparison of the areas where the noise contours are expected to change." (Final EIR, p. 3-37; see also 3-38.)

If the noise contours are expected to change, as shown in the new figure attached to the RTC, it appears the general aviation flight patterns may also be anticipated to change. The existing general aviation flight patterns assumed in the EIR's analysis must be identified. This information is an essential part of the EIR's assumed existing baseline conditions for noise and air quality emissions. Yet, they remain unclear.

Although the noise modeling done for Draft Program EIR does not incorporate the flight pattern associated with the FAA’s still not finalized NextGen program, the Draft Program EIR does identify the change in noise contours due to the GAIP characteristics (i.e., number of flights and fleet mix). As noted in RTC NB-5, the noise modeling does not reflect a change to the flight path due to NextGen; however, the modeling assigned aircraft types (general aviation jets or props) to flight paths based on the actual pre-NextGen flight patterns. As a result, if there are more general aviation jet operations in an alternative, then there would be an increase in the number of operations along the concentrated flight path used by this type of aircraft. Conversely, a larger number of piston aircraft would result in a more dispersed distribution of the operations. These differences in fleet mix change the CNEL contour.

Notwithstanding the above, the FAA is reevaluating their flight procedures at the Airport through the NextGen program (see Section 1.9 of the Draft Program EIR). As noted, minor modifications were made to the departure patterns in May, October and December 2017. However, the FAA is currently reviewing for possible implementation of the City of Newport Beach-requested procedure that would utilize satellite guidance to more accurately direct aircraft along the middle of the Upper Newport Bay.14 This is the uncertainty that is referenced in the Draft Program EIR regarding possible future changes in the flight patterns.

The City expresses the opinion that the HRA warrants the recirculation of the analysis for public review and comment.

With regards to the City’s assertion that the inclusion of the HRA warrants recirculation pursuant to Section 15088.5 of the CEQA Guidelines, the Airport respectfully disagrees. The Draft EIR included a semi-quantitative assessment of health risk, which used certified EIR 617 as a basis to assess potential health risk impacts. The semi-quantitative analysis determined that potential health risk impacts for the Proposed Project and Alternative 1 would be less than significant. A quantitative assessment, as contained in Ramboll’s HRA, was prepared in response to comments on the Draft EIR to provide greater confidence in the results that were

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14 As noted in the Topical Response pertaining to Flight Path Procedures (Section 3.1.2 in Volume 2A of the Responses to Comments), the Metroplex flight paths are currently being flown by commercial operators, as well as some general aviation operators, equipped with the required navigational equipment to execute these procedures. With the forecasted increase in general aviation jet operations, there would be an increase in the number of operations following the Metroplex flight procedures.
previously disclosed, due to the extent of public comment on the subject. Ultimately, as shown in the Draft Program EIR 627 Responses to Comments, the quantitative analysis presented in the HRA corroborates the semi-quantitative assessment and demonstrates that the full quantitative analysis was unnecessary, as originally disclosed in the Draft Program EIR.

To assess the need for recirculation, a closer look at Section 15088.5 of the CEQA Guidelines is necessary. Subsection(a) states:

A lead agency is required to recirculate an EIR when significant new information is added to the EIR after public notice is given of the availability of the draft EIR for public review under Section 15087 but before certification. As used in this section, the term “information” can include changes in the project or environmental setting as well as additional data or other information. New information added to an EIR is not “significant” unless the EIR is changed in a way that deprivesthe public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect (including a feasible project alternative) that the project’s proponents have declined to implement. “Significant new information” requiring recirculation include, for example, a disclosure showing that:

1. A new significant environmental impact would result from implementation of the Project or from a new mitigation measure proposed to be implemented.
2. A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.
3. A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the Project, but the Project’s proponents decline to adopt it.
4. The Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

It is important to recognize that recirculation was intended to be an exception, rather than the general rule and that a deferential “substantial evidence” standard of review rather than the less deferential “fair argument” standard applies to an agency’s decision whether or not to recirculate an EIR. Clearly, the HRA does not fit this definition of important new information. None of the circumstances necessitating recirculation identified in subsection (a) are applicable to the HRA. Not needing to recirculate is substantiated by subsection b, of this same section of the CEQA Guidelines, which states: “Recirculation is not required where the new information added to the EIR merely clarifies or amplifies or makes insignificant modifications in an adequate EIR.” The HRA does not constitute significant new information requiring recirculation, but rather provides additional detail that further substantiates the information in the Draft Program EIR.

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15 (1993) 6 Cal.4th 1112, 26 Cal.Rptr.2d 231 (Laurel Heights Improvement Association v. Regents of University of California)
The correspondence questions why the HRA does not address health risk implications from construction

Based on a qualitative assessment, Draft Program EIR Section 4.2, Air Quality, concludes that the GAIP would not result in significant health risk impacts as a result of construction-related toxic air contaminants (“TAC”), including diesel particulate matter (“DPM”). Significant health risk impacts from construction activity most commonly occur with heavy-duty construction equipment usage, which typically is earth-moving equipment used during site preparation and grading phases, combined with close proximity of receptors relative to where the construction activity occurs. This typically happens with projects that require extensive excavation. The GAIP does not fit those criteria as the site already is in a graded, leveled condition, such that only relatively minor site work is anticipated with redevelopment, and construction would be confined to the Airport property and away from sensitive receptors, including residential areas.

The phasing of the construction also serves to minimize health risks. The demolition and grading activities would occur approximately 25 percent of the time throughout the construction period. Not only is the overall percentage of the construction time dedicated to grading and demolition activities relatively short, this would be broken into each of the 14 or 15 primary construction phases, for the Proposed Project and Alternative 1, respectively. Therefore, the grading and demolition would occur for short durations as part of each of the phases. The other phases of construction, such as when the vertical development is occurring, do not emit substantial diesel particulate matter. The conclusions of the Draft Program EIR were given the overall construction schedule and limited durations with grading and demolition activities, the diesel PMs resulting from construction of the GAIP are not expected to result in a significant impact. The GAIP’s particulate matter emissions would be well below the SCAQMD’s criteria air pollutant thresholds. In addition, MM-AQ-1 requires the use of Tier 4 equipment (the cleanest tier of construction equipment available) for construction activities, which would further reduce potential diesel PM emissions during all construction activities. Based on these factors, a quantitative HRA was not conducted for construction of the GAIP.

Additionally, it should be noted, the City of Newport Beach in their comments submitted during the public review period for the Draft Program EIR did not question the basis of the conclusion that construction impacts associated with TAC would be less than significant.16

The OEHHA guidance cited in the comment provides technical perspective on how construction activities could be evaluated if they would last for more than two months in terms of exposure assumptions. While the guidance recommends to not perform a cancer risk assessment for construction lasting less than two months, it is not stating that all other longer construction events should be assessed. The guidance indicates if one does assess cancer risk, how that assessment should account for exposure. The guidance leaves it to the lead agency to determine if a health risk assessment should even be prepared in the context of construction emissions. The reasonable considerations include the extent of construction emissions and the proximity of receptors to those emissions, which has been discussed in the EIR and in this response.

Regarding the fleet mix and flight path assumptions, Section 2 of the HRA provides the methodology used to determine the health risk impacts of toxic air contaminant emissions from aircraft. The HRA incorporates the general aviation aircraft operations and fleet mix attributes developed for JWA in the constrained aviation forecasts, as presented in the Draft Program EIR. Figure 3.2-2 of the HRA displays the locations of the modeled flight paths.

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16 The comments by the City of Newport Beach pertaining to health risk are included in Comments NB-7 and NB-10 through NB 14 in Volume 1A. The focus of the comments was a request to provide additional evidence to support the finding of a less than significant operational impacts since the analysis in the Draft Program EIR was a qualitative analysis based on a previous HRA done for Final Program EIR 617.
The correspondence suggests if the Draft Program EIR or the HRA is to be recirculated, the revised and recirculated sections should also identify Alternative 1 as the preferred project alternative for approval.

As discussed above, the County has reviewed all the information in the Responses to Comments in light of Section 15088.5 of the CEQA Guidelines and determined that recirculation is not required for any portion of the Draft Program EIR. As stated above, the HRA does not constitute significant new information requiring recirculation but rather provides additional detail that further substantiates the information in the Draft Program EIR.

As noted in multiple locations of CEQA, a key purpose of an environmental impact report is to identify the significant effects on the environment of a project, to identify alternatives to the project, and to indicate the manner in which those significant effects can be mitigated or avoided. The Draft Program EIR evaluated two alternatives at an equivalent level of consideration and provided a comparative analysis for three additional alternatives. This approach allowed an in-depth evaluation of the potential impacts associated with an alternative that proposed three Full Service Fixed Based Operators. If only a comparative analysis had been done for all the alternatives nuanced differences associated with changes in fleet mix based on the type of facilities provided would not be evident.

The comment cites the Washoe Meadows Community v. Department of Parks and Recreation where the draft EIR analyzed various alternatives in detail but failed to identify one "preferred" alternative during the EIR process; rather, the Draft EIR stated that the Department would select a preferred alternative after receiving comments on the Draft EIR. Additionally, in the Washoe Meadows case, the EIR presented five very different alternatives which proposed improvements that were diverse nature and the Draft EIR stated that the eventual proposed project would be somewhere in a “reasonable range of alternatives.” The courts cited that the public was not provided with “an accurate, stable and finite” project description on which to review and comment. Importantly, the court recognized that “there may be situations in which the presentation of a small number of closely related alternatives” would be acceptable, but explained that in the Washoe case, the five alternatives were vastly different because each alternative “created a different set of impacts, requiring different mitigation measures.” The court held that when an agency is considering a “diverse range of alternatives” it must select a preferred alternative prior to preparing the draft EIR.

The Washoe case is clearly distinguishable from the analysis provided in Draft Program EIR 627, which clearly identified a “Proposed Project”. Although the Draft Program EIR 627 also analyzed Alternative 1 to the same level of detail, this analysis was provided primarily in order to enhance public review and comment. Additionally, all of the alternatives were closely related given the nature and extent of the facility improvements that may be possible at JWA, Therefore, although all the alternatives identify discrete improvements to the general aviation facilities at the Airport, the basic nature of the improvements were similar across all alternatives. The structure of the Draft Program EIR 627 and the presentation of the Proposed Project and alternatives enhanced the public’s ability to participate in the CEQA process.

Initially, after completing the public review and comment process, the Airport staff recommended Alternative 1 for approval; however, based on additional comments and feedback, the supplemental Agenda Staff Report submitted to the Board of Supervisors for their May 7, 2019 action has amended the staff recommendation, instead deferring to the discretionary authority of the Board of Supervisors in selecting an alternative for the GAIP.

The correspondence expresses the opinion that the GAIP would introduce commercial operations into the normal sphere of influence of general aviation and encourage international travel as well as commercial operations at privately operated, Fixed Base Operators (FBOs).

Although the Airport recognizes the other GAIP alternatives would provide facilities for an increased number of business jets compared to the Baseline (2016), the GAIP would not introduce commercial operations into the general aviation sphere. The concern that the GAIP would allow a greater number of charter operations was raised during the public review period on the Draft Program EIR. As noted, the Airport is not able to restrict the operation of charter aircraft. This issue was addressed in detail in the Responses to Comments. Specific applicable discussions include the Topical Response pertaining to Restrictions on General Aviation Operations (provided in Section 3.1.4 of the Responses to Comments Volume 2A) and the Topical Response pertaining to Regularly Scheduled Air Service and General Aviation Charter Operation provided in Section 3.1.5. The issue pertaining to encouraging international travel is addressed above under Frequently Raised Issues.

Organization Comments

Aircraft Owners and Pilots Association (“AOPA”)

AOPA states Alternative 1 would greatly reduce general aviation parking capacity at JWA by providing a General Aviation Terminal ("GAT") intended to serve the needs of regularly scheduled commercial charter operators. AOPA strongly opposes the displacement of general aviation aircraft to construct new air carrier facilities at the Airport.

Initially, after completing the public review and comment process, the Airport staff recommended Alternative 1 for approval; however, based on additional comments and feedback, the supplemental Agenda Staff Report submitted to the Board of Supervisors for their May 7, 2019 action has amended the staff recommendation, instead deferring to the discretionary authority of the Board of Supervisors in selecting an alternative for the GAIP.

To clarify, the provision of an optional GAT to be located at one of the Full-Service FBO would be designed to function independently of the adjoining FBO and would be available for common use. Although the GAT would serve charter operations, it is not sized to be a new air carrier facility. For planning purposes the GAT is sized at 3,953 square feet.

It is also important to recognize that, although the Airport Director has the ability to permit in individual cases, in his sole and exclusive discretion, Qualified Commuter Carriers, as that term is defined in the JWA Access Plan, to remain overnight (RON) at locations other than the air carrier ramp, any such RON approval is subject to specified conditions, including, but not limited to, finding that the RON approval would not interfere with the ability of general aviation to use and operate at JWA at a level, and in a manner, consistent with declared County policy on general aviation use of JWA (See Access Plan 5.12).

The correspondence states the project description cites a projected decrease in general aviation operations between 2016 and 2026; however, the FAA data has shown a steady increase in general aviation operations at the Airport every year from 2015 until 2018. As such, AOPA believes the County must maintain sufficient general aviation parking capacity to meet future demand.

The Airport acknowledges the increase in general aviation operations at the Airport over the past few years. However, it should be clarified, the GAIP does not project a decrease in general aviation demand between
2016 and 2026. Although Section 2.4 of the Draft Program EIR does identify historical general aviation trends have shown a consistent decline in single-engine aircraft since 1980 and an increase in business jet operations, the forecast under both unconstrained and constrained scenarios do show an increase in operations in 2026. The forecast are summarized in Section 3 of the Draft Program EIR and discussed in detail in Appendices C and D. The reduction in operations for the Proposed Project, Alternative 1, and Alternative 2 are associated with the facilities that would be provided at the Airport under these scenarios. Table 5-2 in Section 5 of the Draft Program EIR provides a comparison of the operation forecast for each of the scenarios evaluated.

Airport Working Group of Orange County (“AWG”)

The correspondence states AWG’s position that the impact conclusions in the Draft Program EIR are drawn on the use of moderate growth forecasts that are biased in favor of the Proposed Project and Alternative 1. AWG’s opinion is that the higher aircraft operations assumptions for large aircraft are more likely and must be evaluated before moving forward on any approval of the Program EIR or GAIP to ensure the EIR Findings are accurate.

As discussed in the Draft Program EIR Appendices C and D, the aviation forecasts were developed in compliance with the FAA Advisory Circular (“AC”) 150/5070-6B and a report prepared by the FAA’s Office of Aviation Policy and Plans (APO-110), Forecasting Aviation Activity by Airport, dated July 2001. The aviation forecasts are designed to assist with airport planning by facilitating the efforts of airport owners/operators to identify the need for new or enhanced facilities. As noted in the technical appendices and discussed in detail in the Responses to Comments, factors considered include socioeconomic data, demographics, geographic attributes, aviation-related factors, and external factors (such as fuel costs). Socioeconomic characteristics considered include national, statewide (California), and regional (Orange County) economy. Demographic characteristics considered include pilot populations, total populations, per capita income, non-farm employment, and high income group employment in the information and professional industries.

As noted in the technical appendices and discussed in detail in the Responses to Comments, factors considered include socioeconomic data, demographics, geographic attributes, aviation-related factors, and external factors (such as fuel costs). Socioeconomic characteristics considered include national, statewide (California), and regional (Orange County) economy. Demographic characteristics considered include pilot populations, total populations, per capita income, non-farm employment, and high income group employment in the information and professional industries. More detail on the actual forecasting process is also provided in the Topical Response pertaining to Aviation Forecasting provided in Section 3.1.1 of the Responses to Comments in Volume 2A.

As discussed in the above referenced documents, the unconstrained forecast provide a range of activity forecasts (High, Baseline, and Low Scenarios) for the Airport. The comment appears to suggest the highest values presented in Appendix C should have been used for the impact analysis. However, as discussed in the

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19 Appendix C, General Aviation Forecasting and Analysis Technical Report prepared by AECOM, provides data on the unconstrained forecasts. Appendix D, Orange County/John Wayne Airport (JWA) General Aviation Improvement Program (GAIP) Based Aircraft Parking—Capacity Analysis and General Aviation Constrained Forecasts, focuses on constrained forecasts.
Draft Program EIR (Section 3.5), all scenarios of the GAIP other than the No Project Alternative would provide fewer general aviation facilities than currently exists. Therefore, an assumption that the full high level demand could be accommodated at the Airport was not deemed to be reasonable because of the limitation of the facilities. Hence, the constrained forecast was developed which reflect the design capacity for each of the alternatives. The number of based aircraft for each type of aircraft follows the growth estimated from the unconstrained forecast until it reaches the maximum capacity for the available facilities. Once the number of based aircraft demand for each type of aircraft reaches the maximum capacity, the growth for that type of aircraft is constrained. Operations generated by based aircraft would be constrained because of limited parking spaces for different types of aircraft. Operations generated by transient aircraft reference the unconstrained forecast model. Therefore, the Draft Program EIR utilized the appropriate aviation forecast based on the FAA methodology.

The correspondence states AWG could support the addition of the proposed plan presented by the Southern California Pilots Association.

The Airport acknowledges AWG’s possible support for the Southern California Pilots Association proposed plan. The Airport concurs that additional engineering and environmental review of the Southern California Pilots Association proposed plan would be required. Specifically, and at a minimum, the physical elements and operational components of the project description set forth in the Draft Program EIR would have to be compared to the elements/components of any proposed new plan like the Southern California Pilots Association plan. This type of analysis would be critical in order to determine whether the Southern California Pilots Association proposed plan could potentially fall within the umbrella of the EIR’s impact envelope.

The correspondence expresses the opinion that the responses to the comments were not adequate and identified the response to Comment AWG-4 as an example. The original comment raised by AWG, pertained to an increased use in transient (non-hangared) operators’ use of the Airport associated with “the new large central terminal”. Specifically, the impacts of increased transient flights were not addressed in the Draft Program EIR. The comment in this position paper references the attractiveness of the facilities versus use of Los Angeles International (LAX) or Brown Field, which would pertain to international flights.

This comment appears to not distinguish between the function of the General Aviation Terminal and the General Aviation Facility (“GAF”), the latter being the terminology used by Customs and Border Protection for a facility that permits international arrivals and for processing international passengers in accordance with federal guidelines (see page 3-6 of the Draft Program EIR), which was addressed in Response AWG-15.

The comment acknowledges only a portion of the response is cited in this position paper; however, to only include one summation sentence from a page-long response is misleading of the information provided in the original response. The following paragraph taken from Response AWG-4 better captures the information addressing the issue of the impacts of transient flights being evaluated in the Draft Program EIR:

Additionally, both the unconstrained and constrained forecasts estimated an increase in number of transient operations of approximately 9 percent between 2016 and 2026 for the baseline forecasts (see Table 18 forecast transient operations in Appendix C of the Draft Program EIR). As noted on page 27 of Appendix D, the transient operations estimated from the unconstrained forecast models are included in the total annual operations. The unconstrained forecast models are driven by socio-economic growth, historic data, information gathered from stakeholder interviews and aircraft owner surveys, and industry trends. Both the full service and limited service FBOs have
maintained transient aprons to accommodate visiting transient aircraft operations. This information is also reflected in the Draft Program EIR. As noted on page 3-5 of the Draft Program EIR, operations generated by based aircraft would be constrained because of limited parking spaces for different types of aircraft. Operations generated by transient aircraft utilized the unconstrained forecast model. Since these flights are included in the aviation forecasts, and the air quality and noise impact analysis utilized the forecasts data, the impacts of these additional trips were evaluated in the technical analyses.

With regards to the increased attractiveness of the Airport for the international flight where JWA is not the destination (i.e., flight wanting to use JWA rather than Brown Field or LAX for CBP clearance). This issue is addressed in Response AWG-15, as well as the Topical Response pertaining to Aviation Forecast provided in Section 3.1.1 of the Responses to Comments (Volume 2A). As noted in the response provided to AWG, CBP regulations would prohibit such actions. The following is an excerpt from Response AWG-15 that addresses this issue.

Although the Airport does not currently provide general aviation CBP services, flights with international origins and destinations currently use the Airport following receipt of CBP clearance at an airport that offers general aviation CBP services prior to landing at JWA. While the GAIP’s GAF would accommodate direct international travel through JWA, it is not anticipated to attract or “induce” a significant level of international flights where their intended destination is not JWA (i.e., flights that would stop and clear customs at JWA and then immediately continue on to a different airport). CBP regulations govern landing requirements and procedures for private aircraft arriving in the U.S. As defined by those regulations (19 Code of Federal Regulations (CFR) Subpart C §122.21-122.30), CBP has the authority to limit the locations where private aircraft entering the U.S. from a foreign area may land. Even if JWA provides the optional GAF with CBP inspection service for general aviation aircraft, private aircraft entering the US from south of the Mexican border or Pacific, Gulf of Mexico, or Atlantic coastlines must comply with special CBP reporting requirements. Specifically, they must land at designated airports for CBP inspection and processing unless the aircraft has been exempted from this requirement. The designated airports nearest to JWA are Brown Field (SDM), and Calexico International Airport (CXL) in California.

The correspondence states that the above is an example of the inadequate response “in context and detail to the other 22 submitted by AWG, and likely most other respondent commenters.”

The Airport respectfully takes exception of this characterization of the Responses to Comments. As noted above, to only include one summation sentence from a page-long response is misleading of the information provided in the original response. The responses to AWG’s 8-page letter was 18 pages long. The responses were very robust providing detailed information and references to where in the Draft Program EIR the information was provided.

Southern California Pilots Association

At the Airport Commission meeting on April 17, 2019, the Southern California Pilots Association submitted concept drawings for a proposed plan that expands facilities serving small aircraft.

The Airport Commission received the submittal with the Southern California Pilots Association proposed plan, which is included in the package of correspondence for consideration by the decision-makers. It should be noted, the proposed plan has not been addressed as part of the Final Program EIR. As such, additional
environmental evaluation of the proposed plan would be required prior to the Board of Supervisors considering this proposed plan in the context of the analysis provided in the Draft Program EIR.

**Individuals**

The concerns expressed in the correspondence by members of the public are addressed above under the Frequently Raised Issues, as well as in the Draft Program EIR 627 and Responses to Comments.
ATTACHMENT

LATE CORRESPONDENCE
PERTAINING TO THE GENERAL AVIATION IMPROVEMENT PROGRAM
April 8, 2018

Chairwoman Lisa Bartlett
Supervisor, 5th District
County of Orange
333 W. Santa Ana Blvd.
Santa Ana, CA 92701

SUBJECT: GENERAL AVIATION IMPROVEMENT PLAN DEIR

Honorable Supervisor Bartlett:

On behalf of the Costa Mesa City Council, I am writing to request that you consider "Alternative 3" of the five alternatives (no project, proposed project and three alternatives) analyzed in the Draft Environmental Impact Report (DEIR) for the General Aviation Improvement Plan.

Costa Mesa, along with several other communities in Orange County, has been affected by the increase in the operation of Commercial Aviation at John Wayne Airport (JWA). As we appreciate the need to upgrade non-standard facilities and runways to meet federal standards and improve the safety operations of General Aviation at JWA, we believe that the proposed project and the other two alternatives have the potential to increase corporate jet operations, further impacting local residents. Adding an international terminal will also make the airport more accessible and attractive to larger jets and international travel with the potential to further exacerbate noise impacts to local residents.

We are concerned that any improvement above and beyond upgrading and modernizing the facilities to meet safety and FAA standards will negatively impact the quality of life in our community in terms of noise and air quality.

Sincerely,

Katrina Foley
Mayor, City of Costa Mesa
cc: Supervisor Michelle Steel
Orange County Board of Supervisors
10 Civic Center Plaza
Santa Ana, CA 92701

Supervisor Andrew Do
Orange County Board of Supervisors
333 W. Santa Ana Blvd.
Santa Ana, CA 92701

Supervisor Doug Chaffee
Hall of Administration
333 W. Santa Ana Blvd.
Santa Ana, CA 92701

Mr. Frank Kim, County Executive Officer
Hall of Administration
333 W. Santa Ana Blvd.
Santa Ana, CA 92701

Ms. Lea Choum, JWA Project Manager
3160 Airway Avenue
Costa Mesa, California 92626

Mr. Barry A. Rondinella, A.A.E./C.A.E., Airport Director
John Wayne Airport
Eddie Martin Administration Building
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Costa Mesa, CA 92626

Mr. Rick Francis, Assistant Airport Director
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Costa Mesa, CA 92626

Ms. Kari Rigoni, Executive Officer of ALUC
John Wayne Airport Administration Building
3160 Airway Avenue
Costa Mesa, CA 92626

Congressman Harley Rouda, 48th District
2300 Rayburn HOB
Washington, DC 20515
April 17, 2019

Ms. Lea Choum
3160 Airway Avenue
Costa Mesa, CA 92626
Email: EIR627@ocair.com

SUBJECT: RESPONSE TO COMMENTS - DRAFT ENVIRONMENTAL IMPACT
REPORT GENERAL AVIATION IMPROVEMENT PROGRAM

Thank you for the Appendix 2A of the Response to Comments received on April 16, 2019. The City staff has reviewed Volume 2A of the Final Program EIR for General Aviation Improvement Program and would like to express the following concerns:

1. The Human Risk Assessment Technical Data was provided a day prior to the Airport Land Use Commission hearing date on April 17, 2019, which does not provide adequate time to review these highly technical reports. We request that the hearings be postponed to allow for adequate review of the HRA data;

2. The maps included as Figures 3.5-1 and 5.1-1 do not include two residential communities in Costa Mesa located in close proximity to the airport and therefore the conclusion is inconclusive of the residential community in Costa Mesa. The two areas are: 1) the Baker Block at 125 E. Baker Street (High Density Residential), and 2) a residential tract north of the Santa Ana Golf Course (Low Density Residential) as shown in the attachments. The Baker Block project was included in the City's General Plan adopted in June 2016 and the residential tract is more than 40 years old and also part of the General Plan Land Use Map, which is available at this link:


We kindly request that the Commission postpone the hearing to provide a complete HRA report. As noted in the letter dated April 3, 2019 by Costa Mesa Mayor Foley (Attached), we also recommend Alternative 3 of the DEIR for consideration of the Orange County Supervisors.

Sincerely,

BARRY CURTIS, AICP
Director of Economic and Development Services
cc: Supervisor Michelle Steel  
Orange County Board of Supervisors  
10 Civic Center Plaza  
Santa Ana, CA 92701

Supervisor Andrew Do  
Orange County Board of Supervisors  
333 W. Santa Ana Blvd.  
Santa Ana, CA 92701

Supervisor Doug Chaffee  
Hall of Administration  
333 W. Santa Ana Blvd.  
Santa Ana, CA 92701

Mr. Frank Kim, County Executive Officer  
Hall of Administration  
333 W. Santa Ana Blvd.  
Santa Ana, CA 92701

Mr. Barry A. Rondinella, A.A.E./C.A.E., Airport Director  
John Wayne Airport  
Eddie Martin Administration Building  
3160 Airway Avenue  
Costa Mesa, CA 92626

Mr. Rick Francis, Assistant Airport Director  
John Wayne Airport  
Eddie Martin Administration Building  
3160 Airway Avenue  
Costa Mesa, CA 92626

Ms. Kari Rigoni, Executive Officer of ALUC  
John Wayne Airport Administration Building  
3160 Airway Avenue  
Costa Mesa, California
April 3, 2018

Chairwoman Lisa Bartlett
Supervisor, 5th District
County of Orange
333 W. Santa Ana Blvd.
Santa Ana, CA 92701

SUBJECT: GENERAL AVIATION IMPROVEMENT PLAN DEIR

Honorable Supervisor Bartlett:

As City Council of the City of Costa Mesa, we write to request that you consider “Alternative 3” of the five alternatives (no project, proposed project and three alternatives) analyzed in the Draft Environmental Impact Report (DEIR) for the General Aviation Improvement Plan.

Costa Mesa, along with several other communities in Orange County, has been affected by the increase in the operation of Commercial Aviation at John Wayne Airport (JWA). As we appreciate the need to upgrade non-standard facilities and runways to meet federal standards and improve the safety operations of General Aviation at JWA, we believe that the proposed project and other two alternatives have the potential to increase corporate jet operations further impacting local residents. Adding an international terminal will also make the airport more accessible and attractive to larger jets and international travel with the potential to further exacerbate noise impacts to local residents.

We are concerned that any improvement above and beyond upgrading and modernizing the facilities to meet safety and FAA standards will negatively impact the quality of life in our community in terms of noise and air quality.

Sincerely,

Katrina Foley, Mayor
City of Costa Mesa
cc: Supervisor Michelle Steel  
Orange County Board of Supervisors  
10 Civic Center Plaza  
Santa Ana, CA 92701

Supervisor Andrew Do  
Orange County Board of Supervisors  
333 W. Santa Ana Blvd.  
Santa Ana, CA 92701

Supervisor Doug Chaffee  
Hall of Administration  
333 W. Santa Ana Blvd.  
Santa Ana, CA 92701

Supervisor Don Wagner  
Hall of Administration  
333 W. Santa Ana Blvd.  
Santa Ana, CA 92701

Mr. Frank Kim, County Executive Officer  
Hall of Administration  
333 W. Santa Ana Blvd.  
Santa Ana, CA 92701

Ms. Lea Choum, JWA Project Manager  
3160 Airway Avenue  
Costa Mesa, California 92626

Mr. Barry A. Rondinella, A.A.E./C.A.E., Airport Director  
John Wayne Airport  
Eddie Martin Administration Building  
3160 Airway Avenue  
Costa Mesa, CA 92626

Mr. Rick Francis, Assistant Airport Director  
John Wayne Airport  
Eddie Martin Administration Building  
3160 Airway Avenue  
Costa Mesa, CA 92626

Ms. Kari Rigoni, Executive Officer of ALUC  
John Wayne Airport Administration Building  
3160 Airway Avenue  
Costa Mesa, California
Legend

- Airport Boundary
- 1,000-m Buffer

Receptors
- Residential
- Sensitive
- Worker

Receptor Locations

FIGURE 3.5-1

DRAFTED BY: RC  DATE: 2/4/2019
PROJECT: 1690011174
Page 29 of 167
Location of Maximum Incremental Risk

FIGURE 5.1-1
April 17, 2019

Ms. Lea Choum
John Wayne Airport
3160 Airway Avenue
Costa Mesa, CA 92626

Subject: Review of the Response to Comments for Draft Program
Environmental Impact Report 627 (SCH No. 2017031072) for the John
Wayne Airport General Aviation Improvement Program

Dear Ms. Choum:

City of Irvine staff reviewed the Response to Comments for the Draft Program
Environmental Impact Report 627 (EIR) for the John Wayne Airport General Aviation
Improvement Program (JWA GAIP). City of Irvine staff would like to provide the following
comments:

1. Page 3-24, IRV-4: As previously requested, revise from 13 to 14 elements and add
Irvine Business Complex (IBC), which is Element N.

Page 3-24 of Volume 2A of the RTC states:

IRV-4 The comment requests a revision to page 4.6-9 to indicate that the City of Irvine General Plan has 14 elements and to add the Irvine Business Complex ("IBC"), which is Element N.

The following revisions have been made to the Land Use and Planning Regulatory Setting discussion on page 4.6-9 of the Draft Program EIR (red italics shows the additional text and red strikethrough show the deletions) consistent with the request of the commenter:


This edit is not on Page 4.6-9 in Volume 2A of the Response to Comments as indicated by the above response.

Irvine Business Complex

Recognizing that transition in land use was contemplated in the original entitlement program for the IBC, the IBC Element formally establishes the goals and objectives for future planning for residential and mixed use developments in the IBC based on the IBC Vision Plan and the Mixed Use Overlay Zoning Code Planning Process conducted by the City of Irvine between 2005-2010. The IBC area is located on the southwestern edge of the City of Irvine and adjacent to the cities of Tustin, Santa Ana, and Newport Beach. John Wayne Airport forms the northwestern boundary of the IBC. The IBC Element states:

The IBC benefits from its close proximity to the John Wayne Airport, which provide an important transportation hub for the region. The airport has a service area of three million people with an annual volume of over nine million passengers. To keep up with population growth, the County has approved plans to expand facilities at the airport. (Irvine 1999, last updated 2015).

Note the description added to Page 4-6 for Element N, Irvine Business Complex, includes an incorrect year citation. The IBC Element was last updated in 2012, not 2015.

3. Response to Comment IRV-7 on Page 3-28 of Volume 2A refers to Exhibits 4.7-10 and 4.7-12 in the DPEIR comparing 1985 Master Plan 65 CNEL contours for departures with the Baseline (2016) Plus Proposed Project and Baseline (2016) Plus Alternative 1, respectively. The response letter indicates that “the exhibits focus on the departure path because that is where noise sensitive land uses are located.” The remaining northerly portion of each exhibit is missing and should be provided for complete informational/comparison purposes as well.

If you have any questions, I can be reached at 949-724-6395, or by email at mchao@cityofirvine.org.

Sincerely,

Melissa Chao
Senior Planner

cc: Kerwin Lau, Manager of Planning Services
Bill Jacobs, Principal Planner
Sun-Sun Murillo, Project Development Administrator
Lisa Thai, Supervising Transportation Analyst
Stan Ng, Associate Engineer
April 17, 2019

VIA ELECTRONIC & U.S. MAIL
alopez@ocair.com

Mr. John Clarey, Chair
Attn: Ms. Aida Lopez
Orange County Airport Commission
3160 Airway Avenue
Costa Mesa, CA 92626

Re: April 17, 2019 Airport Commission Special Meeting – Proposed Recommendations Regarding General Aviation Improvement Program (ASR 19-000429)

Dear Chairperson Clarey and Honorable Commission Members:

We submit this letter on behalf of the City of Newport Beach (City) requesting that the Commission accept public comment on the General Aviation Improvement Program (GAIP or Project) and related Environmental Impact Report (EIR) this evening and vote to continue the item before issuing any recommendations to the Board of Supervisors (Board). The Final EIR was released on April 9th - barely six business days ago. An entirely new health risk analysis was prepared and made publically available on April 15, 2019, after mistakenly being omitted from the Final EIR. (See Attachment A to Final EIR Vol. 2A.)

An inadequate amount of time has been provided for the Commissioners and the public to thoughtfully review the new health risk analysis, the responses to comments in the Final EIR and the nearly 100 pages of proposed CEQA Findings of Fact and Statement of Overriding Considerations. Given the technical nature and importance of the new health risk analysis, the County should circulate the analysis for public review and comment rather than cramming it into the Final EIR at the last minute.

The purpose of requiring public review is to demonstrate to an apprehensive citizenry that the agency has, in fact, analyzed and considered the ecological implications of its action. Public review permits accountability and informed self-government....Public review ensures that appropriate alternatives and mitigation measures are considered, and permits input from agencies with expertise....Thus, public review provides the dual purpose of bolstering the public’s confidence in the agency’s
decision and providing the agency with information from a variety of experts and sources. ¹

Rushing the administrative approval process, as the County appears to be doing here despite receiving 288 comment letters and generating a Final EIR consisting of four volumes, undermines these principals. That said, we have the following preliminary comments on the Final EIR, including identifying many of the inadequate responses to comments, and may submit additional comments to the Board once we have had more time to review the Final EIR:

I. Boeing 737-MAX Aircraft Assumptions Used in the EIR

The City remains deeply concerned that the EIR’s future cumulative baseline assumptions are overly optimistic. Specifically, in the noise and air quality modeling of the Proposed Project and Alternative 1, the EIR assumes that 40% of the Boeing 737 and Airbus A320 aircraft utilizing the Airport will include the newer Boeing 737-MAX and Airbus A320-NEO with substantially quieter and more fuel efficient engines. As noted in our prior comments, this is different from the 2026 fleet mix assumptions used to prepare the 2014 Settlement Agreement Amendment EIR and appears to paint an overly rosy future baseline scenario against which the GAIP EIR evaluates the potential effects of the Project and Alternative 1.

The 40% assumption is important because, without it, the future baseline environmental condition for noise would be louder and the air quality around the airport more degraded with an assumed older fleet mix. (See DEIR 617 [Ch. 4.1 [Air Quality], 4.6 [Noise], 5 [cumulative impacts], Appendix B-D, available at: https://www.ocair.com/communityrelations/settlementagreement/deir617.) It would therefore take less of an incremental noise and air quality contribution from the increase in general aviation aircraft under the GAIP to trigger a cumulatively considerable contribution under CEQA. (See Kings County Farm Bureau v. City of Hanford (1990) 221 Cal. App. 3d 692 [reasoning that an otherwise small contribution to an existing degraded environment may be cumulatively considerable and therefore a significant impact].) The EIR nevertheless refuses to engage in this analysis.

Although a lead agency has deference to determine the methodology used in an EIR’s impact analysis, the assumptions must be supported by substantial evidence. (See Pub. Resources Code, § 21082.2; CEQA Guidelines, §§ 15064, 15384.) The responses to

Chairperson Clarey  
Honorable Commission Members  
April 17, 2019  
Page 3

comments on this issue in the Final EIR lack citation to substantial evidence. (See Final EIR, p. 3-34 [RTC NB-4 stating the assumption was “based on airline orders, statements by airlines regarding the use of the MAX and NEW, and factors that affect airlines decision-making on aircraft purchases. All of these indicate a high utilization of the MAX and NEW at the Airport in the future”], without citing any telephone conversations or actual “substantial evidence” in support.)

The Final EIR also completely ignores the recent reality that Boeing’s production of 737-MAX aircraft has been drastically cut since March 13, 2019, when the FAA grounded all 737-MAX aircraft after the Ethiopian Airlines crash that killed 157 people and the Indonesia crash that killed 189 people. (See Attachment B [news articles relating to safety concerns regarding the Boeing 737-MAX].) Boeing has slowed production of the aircraft to 42 a month and has received only 32 new orders in the first three months of 2019 (compared to 122 during the same period of 2018). Southwest currently has 34 of the 737-MAX aircraft in their fleet with 280 ordered, leaving 246 unfulfilled. There is no time table for when, or if, the MAX will return. (See Attachment B.) The County should, in good faith and in light of these recent events, re-evaluate the EIR’s 40% assumption by 2026.

If this assumption proves to be overly optimistic, as we believe it is, and new cumulatively considerable effects of the GAIP/Alternative 1 are identified (i.e. to noise or regional ROG or NOx levels), the County should also identify mitigation measures that would avoid or substantially lessen the cumulative effect. Moreover, if additional or more polluting operations occur in the future scenarios than assumed in the EIR, the County should impose a monitoring program and threshold trigger(s) as a condition of its approval and commit to revisiting the EIR’s analysis.

II. The Responses to the City’s Comments are Inadequate

Under CEQA, responses to comments contained within a Final EIR must demonstrate a “good faith, reasoned analysis.” (CEQA Guidelines, § 15088, subd. (c).) The Final EIR therefore represents an opportunity for lead agencies to clarify and expand upon the analysis in a Draft EIR where that analysis needs improving. Unfortunately, much of the Final EIR, here, neglects to seize that opportunity and therefore does not represent a good faith effort.

Comment NB-5 asked the County to identify the existing general aviation flight patterns. Response to Comment (RTC) NB-5 states this information was provided in Appendix H of the Draft EIR at page 42. That page refers to one-half of a page of explanation which discusses the general use of Runway 20R/02L by larger commercial aircraft, wind directions, general routes when aircraft arrive from the northwest (starting to turn near South Coast Plaza), and refers the reader to Table 6 “Existing (2016) Runway End Utilization”, none of which show, on a map, the existing general aviation flight patterns. For this information, the RTC points to Figure 9 of Appendix H “Existing Radar Tracks for Air Carrier and General Aviation Aircraft” which shows – without distinguishing between the two - both commercial and general aviation arrival (in
red) and departure (in blue) tracks. It is impossible to determine which lines on Figure 9 are general aviation tracks. Not only is this information buried deep in an Appendix to the Draft EIR, it is entirely unhelpful to the reader.

RTC NB-5 states “The analysis assumes there would not be a change in the flight patterns applicable to the type of aircraft[,]” noting such an assumption would be speculative due to FAA’s refinements to the NextGen procedures. (Final EIR, p. 3-36.) RTC NB-6, however, appears to contradict this statement when explaining the EIR’s comparison of 2016 Baseline to Baseline Plus Project under the Alternative 1 scenario and including a new figure “to allow comparison of the areas where the noise contours are expected to change.” (Final EIR, p. 3-37; see also 3-38.)

If the noise contours are expected to change, as shown in the new figure attached to the RTC, it appears the general aviation flight patterns may also be anticipated to change. The existing general aviation flight patterns assumed in the EIR’s analysis must be identified. This information is an essential part of the EIR’s assumed existing baseline conditions for noise and air quality emissions. Yet, they remain unclear.

III. The New Health Risk Analysis Should be Circulated for Public Review and Comment prior to Certification of the Final EIR

In response to the comments of the City, the South Coast Air Quality Management District, and several others raising concerns with the County’s initial approach to evaluating the GAIP’s public health impacts, the County retained environmental consultant Ramboll to prepare a Health Risk Assessment Technical Report (HRA) for the Project. While a summary of the HRA’s conclusions was included in the FEIR topical response to comments, the HRA was initially omitted from the version of the Final EIR posted on the County’s website. After our office contacted County staff to inform them of the oversight, the HRA was made available for public review on April 15, 2019.

Public Resources Code section 21092.5, subdivision (a), provides that, at least ten days before certifying a final EIR, a lead agency “shall provide a written proposed response to a public agency on comments made by that agency” in conformance with CEQA standards. These written responses may be provided to the commenting agency in either print or electronic format. (CEQA Guidelines, § 15088.5, subd. (b.) With respect to the health risk analysis, a focal point of the City’s comments on the Draft EIR, many of the responses to comments refer to the new health risk analysis (provided for the first time two days ago on April 15th.) Ten days runs on April 25, 2019. The Board therefore must postpone its decision on the EIR until ten days has passed.

Also, the County’s decision to prepare a HRA for the Project warrants recirculation of the new analysis for public review and comment. (See Rodeo Citizens Assn. v. County of Contra Costa (2018) 22 Cal.App.5th 214, 218 [EIR recirculated following request from air district for more information about refinery project health risk assessment].) Under CEQA, “[a] lead agency is required to recirculate an EIR when
significant new information is added to the EIR after public notice is given of the availability of the draft EIR . . . but before certification.” (CEQA Guidelines, § 15088.5, subd. (a).) As used in CEQA Guidelines section 15088.5, “the term ‘information’ can include changes in the project or environmental setting as well as additional data or other information.” (Ibid. Emphasis added.) New information is considered “significant” where the EIR is changed in a way that deprives the public of a meaningful opportunity to comment on a substantial adverse environmental effect of the project. (Ibid.)

Releasing the HRA just two days before the Commission considers the adequacy of the EIR fails to provide members of the public and the Commission a meaningful opportunity to review the analysis and conclusions in the HRA and EIR. (See Laurel Heights Improvement Assn. v. Regents of University of California (1993) 6 Cal.4th 1112, 1130 [CEQA’s recirculation provisions intended to encourage meaningful public comment].) Re-circulation is particularly warranted in this case where the new information and analysis included in the FEIR concerns the Project’s potential public health impacts on workers, residential receptors, and nearby sensitive receptors. Furthermore, as the HRA and multiple appendices prepared here demonstrate, health risk assessments are highly technical documents which require time and expertise to critically review.

Based upon our initial review, questions remain regarding the assessment of the GAIP’s potential public health impacts. For instance, the HRA fails to account for the Project/Alternative 1’s construction-related health risk impacts, yet the California Office of Environmental Health Hazard Assessment Air Toxics Hot Spots Program Risk Assessment Guidelines recommend assessing cancer risk for projects, including construction, lasting more than two months. Construction of the various GAIP phases over 7 years, including under Alternative 1, will exceed two months. (See Final EIR, p. 3-39, RTC NB-8.) Construction related NOx emissions were also found significant, although use of Tier-4 equipment is expected to reduce the impact to less-than-significant. The public, nevertheless, should be given a meaningful opportunity for review and comment on this additional analysis.

Furthermore, it remains unclear what impact, if any, the fleet mix and flight path assumptions relied on in preparing the EIR factor in to the HRA. If recirculated, the revised and recirculated sections should also identify Alternative 1 as the preferred project alternative for approval, thereby alleviating the burden that the public otherwise had in reviewing and commenting, on the proposed GAIP Project and Alternative 1 during the Draft EIR review period. (See Wahoie Meadows Community v. Dept. of Parks and Recreation (2017) 17 Cal.App.5th 277 [issuing writ and requiring EIR and project approvals to be set aside where draft EIR analyzed various alternatives in detail but failed

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Chairperson Clarey
Honorable Commission Members
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Page 6

to identify one “preferred” alternative during the EIR process; court reasoned, as a matter of law, that by describing a range of possible projects, the agency had presented the public with a “moving target” which required the public to comment on all the alternatives rather than just one project and therefore imposing an undue burden to the public.} These questions, and others, are best addressed through re-circulation of portions of the EIR for public review and comment.

IV. Conclusion

We request that the Commission postpone making recommendations to the Board at this time and, instead, allow additional time for review and recirculation of sections of the EIR as noted above. For the reasons set forth in Mayor Dixon’s letter to the Board, dated March 25, 2019, and including safety, the City remains supportive of Alternative 3, as does the City of Costa Mesa. A true and correct copy of the Mayor’s letter is included herein as Attachment A.

Finally, we request that the Commission and the Board take the time needed to thoughtfully consider the Final EIR and adoption of Alternative 3. Thank you for your consideration of our comments.

Very truly yours,

[Signature]

Andrea K. Leisy

Encl.
Cc: Honorable Board of Supervisors
Attachment A
March 25, 2019

Lisa A. Bartlett, Chairwoman
Orange County Board of Supervisors
333 W. Santa Ana Blvd.
Santa Ana, CA 92701

RE: John Wayne Airport General Aviation Improvement Project

Chairwoman Bartlett and Members of the Orange County Board of Supervisors:

After extensive review of the Draft Environmental Impact Report (DEIR) for John Wayne Airport’s proposed General Aviation Improvement Project (GAIP) the Newport Beach City Council unanimously voted to endorse Alternative #3 pursuant to the GAIP DEIR.

The City of Newport Beach (City) understands the need for updating John Wayne Airport’s current general aviation facilities to Federal Aviation Administration (FAA) standards and it endorsed such action with its support of Alternative #3. However, the GAIP, as currently structured, goes well beyond that. As presented in the DEIR, it would introduce commercial operations into the normal sphere of influence of general aviation (GA) and encourage international travel as well as commercial operations at privately operated, Fixed Base Operators (FBOs). While the GAIP speaks of modernization, the City’s residents instead see the burden of more GA jet operations, diminished air quality, additional noise, and flights operating at all hours. Equally important, any actions concerning the GAIP must take into account safety, security and accountability for and to all, not just the select few passengers partaking in GA jet travel.

Pending further environmental review, the City believes Alternative #3 is the least impactful for the Newport Beach community. It allows for the updating of airport’s GA facilities to current FAA standards, would not expand general aviation facilities at the FBOs, nor would it significantly alter the airport’s current mix of GA aircraft that are based at the airport. It would also result in the least amount of GA jet operations by the year 2026.
The County of Orange has achieved what no other jurisdiction in the nation has been able to do by putting protections in place and managing JWA in a manner that helps to mitigate the airport’s operations on the surrounding communities. Any proposal that seeks to limit the County’s involvement, by shifting certain responsibilities to private companies operating at the airport, must be resisted. Airport security, as the Board has recognized in the past, is of utmost importance. Security for international travel should be processed in the Thomas F. Riley Terminal along with the processing of all commercial passengers where it has, until recently, historically taken place. As current national and international events have demonstrated, safety and security shall always remain of utmost importance.

On behalf of the Newport Beach City Council, I respectfully request that the Board of Supervisors adopts Alternative #3. Should any member of the Board or their representatives wish to discuss the matter in more detail, offer further explanation of the GAIP, or assurances of the County’s actions, the City would be happy to meet at your convenience.

Thank you for your anticipated professional courtesy and cooperation.

Sincerely,

Diane Brooks Dixon
Mayor
Attachment B
American Airlines extends cancellations until August 19 because of 737 Max grounding

By Victoria Cavaliere, CNN Business
Updated 4:13 AM ET, Mon April 15, 2019

(CNN) – American Airlines is extending flight cancellations into mid-August because of the Boeing 737 Max grounding.

American (AAL), the world’s largest airline, decided to extend cancellations from early June through August 19, to help plan ahead for the busy summer travel season. Southwest Airlines (LUV) last week also extended flight cancellations for 737 Max planes from June until August.

"Based upon our ongoing work with the Federal Aviation Administration (FAA) and Boeing, we are highly confident that the MAX will be recertified prior to this time," American Chairman and CEO Doug Parker and President Robert Isom said Sunday in a message to airline staff. "But by extending our cancellations through the summer, we can plan more reliably for the peak travel season."

Approximately 115 flights a day will be canceled through August 19, representing about 1.5% of the airline’s total daily flights, they said.

The airline has 24 737 Max jets in its fleet. American has previously said that all flights that were originally scheduled on a MAX plane will not be canceled, with some being substituted with other aircraft.

The 737 Max was grounded in March after one of the planes flown by Ethiopian Airlines crashed, killing everyone on board. It was the second accident involving the jet model in less than six months, after another flown by Indonesia’s Lion Air crashed last October. The crashes killed 346 people in total.

Related Article: Boeing CEO says new software update has been tested by most 737 Max customers

The causes of the crashes are still being investigated, but the focus has been on an automatic safety feature that may have forced the nose of each plane lower when it incorrectly sensed the plane was in danger of going into a stall.

Boeing (BA) and the FAA said they are working on an upgrade of the 737 Max software to deal with that safety feature.

Boeing CEO Dennis Muilenburg said on Thursday the planemaker is closing in on a fix for the software, and a majority of the 50 customers that have ordered 737 Max planes have had a chance to test it using a flight
"It's our responsibility to eliminate this risk," Muilenburg said.

Muilenburg did not say when 737 Max planes may begin flying again.

Boeing announced earlier this month it was cutting the production rate for all of its 737 planes from 52 a month to 42 amid the worldwide grounding.

--CNN Business' Paul R. La Monica contributed to this report
Southwest removes Boeing 737 Max from flight schedule through early August as grounding persists

Published Fri, Apr 12 2019 • 9:21 AM EDT Updated Fri, Apr 12 2019 • 6:25 PM EDT

Emma Newburger@EMMA_NEWBURGER

KEY POINTS

- Southwest Airlines has removed the Boeing 737 Max jet from its schedule through Aug. 5, which marks a key summer travel period.

- It's unclear how many flights will be canceled as a result.

- Other major airlines like American and United have canceled thousands of flights because of the prolonged groundings.

A Southwest Boeing 737 Max 8 enroute from Tampa prepares to land at Fort Lauderdale-Hollywood International Airport on March 11, 2019.
Joe Raedle | Getty Images

Southwest Airlines has removed the Boeing 737 Max jet from its schedule through Aug. 5, a key summer travel period. It's unclear how many Southwest flights will be canceled as a result.

Southwest suspended all 34 of its Max jets from its fleet of more than 750 Boeing 737 models after the Max's anti-stall software was implicated in an Ethiopian crash in March that killed 157 people.

737 Max not coming back any time soon
There’s no timetable for the return of the Max, which has been grounded since mid-March. Boeing has slowed production and stopped deliveries as it works on a software fix.

Other major airlines like American and United have canceled thousands of flights because of prolonged groundings. American, which operates 24 Max planes and has 76 more on order, canceled roughly 1,200 flights in March. United has 14 of the Boeing 737 Max 9s in its fleet, and like American, has canceled 737 Max flights through June 5.

“The limited number of customers, who have already booked their travel and will be affected by this amended schedule, are being proactively notified so that we can reaccommodate their flight plans well in advance of their travel date,” Southwest President Tom Nealon said in a statement.

Shareholder suing Boeing, alleges investors were misled about 737 Max jet

PHOTOS: Boeing's 737 Max takes off for its maiden flight in Seattle on April 13, 2017.

By Bernard Condon
Associated Press

APRIL 16, 2019, 2:20 PM | NEW YORK

A Boeing shareholder is suing the company for allegedly hiding problems with its 737 Max jet to push its shares higher.

Shareholder Richard Seeks argues that Boeing should have told investors about safety problems with its best-selling plane after a fatal crash in October. Instead, it pushed the stock up to artificial highs by speaking optimistically about future sales before a second fatal crash in March sent shares tumbling, he says.

The federal suit also named Boeing CEO Dennis Muilenburg and the chief financial officer, Gregory Smith, as defendants.

The company misled investors "by touting its growth prospects and profitability, raising guidance, and maintaining that the Boeing 737 MAX was the safest airplane to fly the skies," the lawsuit alleges. By doing so, investors bought shares at "artificially inflated prices."

The suit filed in U.S. District Court for the Northern District of Illinois seeks class-action status for all Boeing shareholders who bought stock between Jan. 8 and March 21.

Boeing did not immediately respond to a request for comment.

The Chicago-based company has been named as a defendant in a growing number of suits filed by families of passengers killed in a Lion Air crash off the coast of Indonesia on Oct. 29 and an Ethiopian Airlines crash on March 10. All 346 aboard the two flights died.

Its stock hit $440 early last month, then fell to $362 after the Ethiopian Airlines crash. The stock was at $369 in midafternoon trading Wednesday.

Boeing announced that it is making changes to a flight-control system implicated in both crashes. It has vowed to a software fix to get the planes back in the air since a worldwide grounding last month. The company is also promising that it would provide airlines with certain safety features previously offered to them as options and that it would provide additional training for Max pilots.

The lawsuit said that Boeing should have told investors that the safety features were optional on the Max jets it sold. It also alleged that the company hid from investors that the U.S. Federal Aviation Administration had given it authority to help certify that the Max plane was safe, along with allowing the company to greenlight a flight-control system involved in the two crashes.

The practice by the FAA of delegating safety checks to manufacturers has come under fire by congressional investigators since the crashes. The company is also facing probes by the U.S. Justice Department and the Transportation Department's inspector general.

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This article is related to: Boeing, Federal Aviation Administration
Costs for Boeing Start to Pile Up as 737 Max Remains Grounded

The grounding of Boeing’s 737 Max planes has the company and the airlines it supplies scrambling to adjust. Credit: Ruth Fremson/The New York Times

By David Gelles

- April 12, 2019

In the 22 months that Boeing's 737 Max flew commercially before it was grounded, the jet became the company's flagship as well as an integral part of the global aviation system, and the American economy.

Airlines around the world sped the plane into service, eager to capitalize on its efficient engines. Some low-cost carriers built new routes around the Max, which could travel farther on less fuel than its predecessor. Boeing's stock soared thanks to strong demand for the jet.

But with the Max grounded following two deadly crashes in five months, Boeing and the airlines that rely on its planes are scrambling to adjust, and the costs are mounting.
Major airlines, including Southwest, American and United, have canceled thousands of flights. Boeing has slowed production of the Max and stopped deliveries, stockpiling the finished planes in Seattle. And with no timetable for the return of the Max, Boeing is facing escalating bills, numerous legal threats and a crisis of confidence.

“Having two crashes in rapid succession with no survivors is really unprecedented in modern aviation industry,” said Chesley B. Sullenberger III, the retired pilot who landed a jet in the Hudson River. “This is going to be a huge hit to Boeing. What they need to do now is to behave in a way that proves themselves worthy of the public’s trust.”

An aerospace behemoth with more than 140,000 employees, Boeing has annual sales of some $101 billion. It is the largest manufacturing exporter in the United States and is the largest component of the Dow Jones industrial average. When Boeing does well, it can lift the fortunes of American industry and thousands of staff. But when the company hits turbulence, the effects quickly ripple across the globe.

American Airlines, which operates 24 Max planes and has 76 more on order, canceled about 1,200 flights in March. With no sign that the Max will be flying again anytime soon, American said it was extending cancellations through June 5. The airline also said it was lowering its estimated quarterly revenues, in part owing to the grounding of the Max.

Boeing, which will report earnings this month, will undoubtedly take a financial hit this quarter, and most likely for the rest of the year.

“Boeing revenue, profit and margins for 2019 are in jeopardy after the grounding of its 737 Max,” according to a report by Bloomberg Intelligence, which estimated that the cost of lawsuits and reimbursements could total $1.9 billion in just six months.

And while Boeing has already taken orders for more than 4,600 additional Max jets, representing the vast majority of its total backlog and billions of dollars in future sales, it may find new orders in short supply. On Tuesday, it said there were just 32 new orders for the jet in the first three months of the year, compared with 122 a year earlier. Boeing this week slowed its production of 737 planes to 42 a month, from 52, with most of those being the Max model.

“It is difficult to expect a 737 Max order at the upcoming Paris Air Show,” Noah Poponak, an analyst at Goldman Sachs, wrote in a recent note, referring to the annual event where many commercial airline deals are sealed.
Boeing 737 Max: What’s Happened After the Ethiopian Airlines and Lion Air Crashes

Boeing has come under intense scrutiny after its best-selling 737 Max jet was involved in two deadly crashes in five months.

Already, some airlines are expressing reservations about continuing to fly the Max, including the national airlines of Indonesia and Ethiopia, the two countries where the Max crashed. Garuda Indonesia has asked to cancel its order for 49 Max planes. And Ethiopian Airlines is reportedly reconsidering its order for 25 additional Max planes because of the “stigma” surrounding the aircraft.

“We continue to assess the financial impact, including working capital, of our production decisions and pause in deliveries,” Boeing said in a statement. “The 737 Max return to service timeline, as well as future rate decisions, will influence the cash receipts profile, including both delivery and pre-delivery payments.”

Boeing is likely to need to compensate airlines for the cost of canceled flights, leasing replacement aircraft and higher fuel costs on less efficient planes needed to pick up slack for the grounded Maxes.

“It is quite obvious that we will not take the cost,” Bjorn Kjos, the chief executive of Norwegian Air, which operates 18 Max jets, said in March. “We will send this bill to those who produced this aircraft.”
Those costs could amount to about $115 million a month for Boeing, or perhaps much more, according to the J.P. Morgan analyst Seth Seifman.

Richard Aboulafia, vice president for analysis at the Teal Group, an aviation consulting firm, said, “The company is big and incredibly profitable, but a billion or two here and there stings.”

Meanwhile, it remains unclear when regulators will clear the planes to fly again. Boeing had been hoping to submit a software update to the Federal Aviation Administration soon, but last week said work on the fix had been delayed by several weeks.

Once the new software is submitted, it must be approved by the F.A.A. and other international regulators. And before the Max can fly again, all the planes will have to be updated and pilots retrained. Mr. Seifman predicted a return between August and November.

Scrutiny from lawmakers over the F.A.A.’s certification process could mean further delays, Mr. Seifman said in a note. “For the F.A.A., various investigations into its independence will likely result in a high degree of caution and the need for an extensive and compelling paper trail to back the decision,” he wrote.

International regulators, which have traditionally followed the F.A.A.’s lead, are already signaling they may take longer to approve the planes to fly in their airspace.

“After the update, we will take a few months to check things to be careful that everything is O.K. before we allow the Max to fly again,” said Polana Pramesti, the head of Indonesia’s civil aviation authority.

Analysts also believe that regulators in China could drag their feet to reduce overall United States exports.

“The company is big and incredibly profitable, but a billion or two here and there stings,” one analyst said.Credit:Elaine Thompson/Associated Press
"The company is big and incredibly profitable, but a billion or two here and there stings,” one analyst said. CreditElaine Thompson/Associated Press

"This seems to have fractured the international trust that has existed for decades,” Mr. Sullenberger said. “Now it seems like each nation is prepared to go it alone.”

On Friday, F.A.A. officials met for three hours with safety representatives from the three airlines in the United States that fly the 737 Max — American, Southwest and United — as well as the airlines’ pilots unions. Daniel Elwell, the regulator’s acting administrator, discussed the preliminary findings of the investigations into the two crashes, the coming software update and pilot training.

In a statement, the F.A.A. said Mr. Elwell had also told them that “the agency values transparency” as its works on decisions related to the aircraft.

In the meantime, airlines continue to cancel flights with the plane grounded. Southwest Airlines, which has 34 Max jetliners and was operating about 140 flights a day with the plane before the grounding, has adjusted its schedule through early August. United, which has 14 Max planes, said it was working to manage the disruption and expected 130 related cancellations this month.

Air Canada, which has 24 Max jets, said it had adjusted its schedule through May 31, but was minimizing cancellations “through a series of mitigation measures, schedule changes and temporary route suspensions.”
And when the Max is approved to fly again, it remains unclear whether passengers will feel comfortable on the planes. In the days after the crash of Ethiopian Airlines Flight 302 in March, before the Max was grounded, the travel booking website Kayak.com added a filter that allowed customers to filter by plane type.

Yet for all the uncertainty facing Boeing today, analysts believe there is little long-term risk to the company. Boeing and its European rival Airbus are the only significant manufacturers of commercial aircraft. And the 737 Max, for all its problems, remains one of two midsize fuel-efficient passenger jets on the market, along with the Airbus A320neo.

"Boeing’s best protection is that this is a supply-constrained industry," Mr. Aboulafia said. "There are only two modern airplanes that offer fuel savings. The risk of defection is minimal because of that."

Nor is there much risk that airlines that have already placed orders with Boeing will walk away, analysts said. With Airbus also backlogged, airlines looking for new planes have no real alternatives.

"Boeing’s ability to modify the aircraft effectively, the duopoly structure of the aircraft market, the large installed base of 737s, and Boeing’s deep and long-term relationships with its customers mean that demand for the Max will not change dramatically," Mr. Seifman wrote.

Even if Boeing weathered the immediate financial storm, it faces other unknowns. The families of passengers and crew members killed in the Ethiopian Airlines crash and the crash of Lion Air Flight 610 in October have hired lawyers to pursue legal claims against the company.

The Transportation Department’s inspector general and the Justice Department are investigating the design, manufacturing and certification of the Max. And it may be months or even years before Boeing wins back the public’s confidence.

"The general flying public seems to be asking more questions about the airplane than they have with prior fleet groundings," Mr. Poponak, the Goldman Sachs analyst, wrote in a recent note. "We see a risk that lasts in the order book moving forward over the next few years."

A version of this article appears in print on April 14, 2019, on Page B1 of the New York edition with the headline: Costs Pile Up as Boeing Crisis Drags On.
Technology

Boeing Cuts 737 Jet Output 19% as Global Groundings Drain Cash

By Julie Johnsson
April 5, 2019, 1:03 PM PDT
Updated on April 5, 2019, 5:54 PM PDT

- Slowdown could hurt suppliers who had cranked up capacity
- Planemaker also names four-member board panel to review safety

What the Ethiopia Crash Report Means for Boeing

Boeing Co. is cutting production of its 737 jetliner for the first time since the Sept. 11 attacks as the planemaker works to limit financial damage from the global grounding of its newest and best-selling aircraft model.

By slashing output 19 percent -- to 42 airplanes a month by mid-April -- Boeing will be able to reduce its spending on the 737 and preserve cash. As work slows in a Boeing factory south of
Seattle, two key suppliers, CFM International and Spirit AeroSystems Holdings Inc., indicated they would continue full-tilt at the current record pace.

Boeing Chief Executive Officer Dennis Muilenburg outlined the plan Friday as the company ramps up efforts to restore public confidence in the 737 Max and the planemaker’s commitment to safety after two of the aircraft crashed within five months. Boeing is facing criminal and Congressional probes stemming from the disasters. To help quell concerns, the company’s board named a committee dedicated to reviewing the design and development of its aircraft.

“Safety is our responsibility, and we own it,” Muilenburg said in a statement Friday after the close of regular trading. “When the Max returns to the skies, we’ve promised our airline customers and their passengers and crews that it will be as safe as any airplane ever to fly.”

Even at the slower production pace, Boeing faces about $3.6 billion in quarterly losses, said George Ferguson, an analyst with Bloomberg Intelligence. As it continues to build planes, the company is foregoing payments from customers who aren’t able to take delivery because of the grounding.
What Bloomberg Intelligence Says

"Boeing’s 737 rate-cut to 42 a month from 52 starting in mid-April tells us the company thinks it will take longer than expected for regulators to end the grounding of the 737 Max."

–George Ferguson, Americas aerospace analyst

Click here: to view the research.

Before the Lion Air and Ethiopian Airlines crashes, Boeing had planned to raise output of the 737, a workhorse for budget carriers, about 10 percent by midyear. The reversal squeezes suppliers who’d hired workers and invested to expand capacity. Some had already started moving toward a 57-jet monthly pace under a carefully orchestrated schedule.

Boeing will coordinate with customers and suppliers to blunt the financial impact of the slowdown, and for now doesn’t plan to lay off workers from the 737 program, Muilenburg said.

“It’s cash conservation,” said Stephen Perry, co-founder of Janes Capital Partners, an investment bank that focuses on aerospace and defense deals. A short-term slowdown could help Spirit AeroSystems and CFM work out supplier issues of their own, he said. Though “if it lasts longer, it’s problematic.”

Both CFM and Spirit AeroSystems were plagued by delays last year. The slowdown at Boeing will give them a chance to bolster the weak links in their own supply chains, Perry said. By continuing at full speed, the companies will be positioned to accelerate to an even higher rate, if needed, once Max deliveries resume, he said.

Supplier Plans

Maintaining the status quo will “help ensure the stability of the global CFM supply chain,” Jamie Jewell, a CFM spokeswoman, said in a statement. Spirit AeroSystems, which makes the fuselages for the Max, said it plans to store the 737 fuselages and other components around its factories. "This staggered production approach allows us and our supply base to better prepare for and support 737 production," said CEO Tom Gentile.

Boeing shares fell 2.4 percent to $382.69 in after-hours trading. The stock has declined 7.2 percent since the March 10 Ethiopian crash, the second-worst performance among the 30-member Dow Jones Industrial Average. Spirit Aero fell 1.9 percent to $87.97.
A Boeing Co. 737 Max airplane at the company’s manufacturing facility in Renton. Photographer: David Ryder/Bloomberg

The planemaker doesn’t rule out further cuts to production if the grounding proves to be lengthy. “We’ll continue to assess our production plan,” Boeing spokesman Chaz Bickers said.

Boeing’s announcement comes a day after Ethiopian officials released a preliminary report on the latest Max accident, concluding that the jet experienced the same equipment failure as a Lion Air 737 that crashed off Indonesia in October. The two incidents killed a combined 346 people.

**Ethiopian Carrier Rethinks 737 Max Purchase, Citing 'Stigma'**

If regulators take their time in certifying the Max’s return to the skies, Boeing would be forced to stash hundreds of factory-fresh jets in airports across the Western U.S. until commercial flights resume. As of Friday, there were 21 of the jets stored at Paine Field north of Seattle, according to 737 production blogger Chris Edwards, and eight at Boeing Field to the city’s south.

A swift return to normal looks increasingly unlikely for the Max and Boeing. Engineers are still finishing work on a software update for a stall-prevention system linked to a Lion Air crash in
October and the fatal dive of an Ethiopian Airlines plane near Addis Ababa last month. The disasters killed a combined 346 people.

Ethiopian Transport Minister Dagmawit Moges recommended Thursday that Boeing review its flight-control system after releasing a report that she says showed pilots had followed proper procedures to counter the flawed anti-stall system in the plane.

**Rigorous Review**

Muilenburg on Friday said he asked Boeing directors to establish a committee to review “company-wide policies and processes for the design and development of the airplanes we build.” The group, chaired by Retired Admiral Edmund Giambastiani Jr., will study the safety of the 737 Max and other programs and recommend improvements.

Boeing said April 1 that it would be several weeks before the software patch for the Max is submitted to regulators. The U.S. Federal Aviation Administration vowed a rigorous review, while authorities in Europe, Canada and China plan to do their own analysis.

By establishing a common cause behind the two crashes, the Ethiopia report eliminates the worst-case scenario for Boeing -- a new technical issue that would've made it far more complex for Boeing engineers to resolve.

“There now appears to be a sound technical fix,” Douglas Harned, analyst with Bernstein, said in a note to clients Friday morning. “Timing is still uncertain, however, with multiple investigations underway. Still, we are now looking at scenarios we believe can keep 2020-21 free cash flow roughly the same, even though 2019 will likely see large swings in inventory.”

— With assistance by Rick Clough

**In this article**

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Boeing will cut 737 Max production as it works to get plane back in the air

By Nathaniel Meyersohn, CNN Business
Updated 5:12 PM ET, Fri April 5, 2019

New York (CNN Business) Boeing is cutting its 737 Max production rate as the company works to return the plane to flight.

"We have decided to temporarily move from a production rate of 52 airplanes per month to 42 airplanes per month starting in mid-April," CEO Dennis Muilenburg said in a statement Friday.

Muilenburg was talking about the company's entire 737 production system, which includes more than just the Max line of jets. But most are Max planes.

The Max came under scrutiny following two crashes in the span of about five months involving Lion Air and Ethiopian Airlines. A total of 346 people died in the two accidents.

All of Boeing's 737 Max planes were grounded after the crash in Ethiopia last month.

In a new statement Friday, Muilenburg also said he has asked the company's board to establish a committee that will review the policies and processes Boeing uses to design and develop its airplanes.

That committee will look at how effective the company is able to assure the "highest level of safety" for the Max planes, as well as Boeing's other planes.

The latest decision comes the day after a preliminary report on the Ethiopian Airlines tragedy showed that the pilots of that plane performed all of the aircraft manufacturer's procedures, but were unable to control the jet before it crashed.
On Thursday, Boeing recognized the similarities between the two crashes, and acknowledged the role of its anti-stall system. The Ethiopian report does not specifically name that system, but its findings seem to indicate that the system pushed the plane into a dive fueled by erroneous angle of attack sensor readings.

Boeing is working to develop a software fix that will get the 371 grounded 737 Max jets back in the air.

Muilenburg also said Thursday that the company was "sorry for the lives lost" in the 737 Max crashes.

"The history of our industry shows most accidents are caused by a chain of events," he wrote in his apology. "This again is the case here, and we know we can break one of those chain links in these two accidents."

Boeing's (BA) stock dipped nearly 2% in after-hours trading Friday.
Trump administration grounds Boeing 737 Max planes

By Kevin Liptak, CNN

Updated 5:25 PM ET, Wed March 13, 2019

Washington (CNN) — Facing mounting pressure, President Donald Trump said Wednesday his administration was ordering Boeing 737 Max jets grounded until more information is gathered about the crash of an Ethiopian aircraft.

It was a turnaround from the administration's earlier position, which deemed the planes safe to fly even as dozens of other nations banned them after they were involved in two fatal disasters.

Trump said the decision to ground the Max 8 and Max 9 was made in light of new information about last week's crash, which killed 157 people. The Federal Aviation Administration said new evidence had been collected at the sight of the crash on Wednesday, and that information -- along with new satellite data -- led to the grounding decision.

Until Wednesday afternoon, administration officials had insisted the planes were safe, bucking calls from lawmakers and airline labor unions to suspend flights until an investigation could be completed.

Even as he was announcing his administration's decision, Trump said the move was more precautionary than mandatory.

"I didn't want to take any chances. We didn't have to make this decision today," he said. "We could have delayed it. We maybe didn't have to make it at all. But I felt it was important both psychologically and in a lot of other ways."

Trump said his decision was fact-based, even as he admitted it was made partly with regard for the mental well-being of American travelers.

"The safety of the American people, of all people, is our paramount concern," Trump told reporters.

Planes in the air when the announcement was made were ordered to land at their destination and remain grounded. Though Trump said airlines and pilots had been notified of the decision, one of the airlines using the plane said it was still working to confirm the order.

"We are currently seeking confirmation and additional guidance from the FAA," a Southwest Airlines spokesman said.

Speaking with reporters on a conference call, acting FAA Administrator Daniel Elwell said the grounding of the 737 Max 8 and 9 came in light of new information, including from the flight data recorder and voice recorder.

"Since this accident occurred we were resolute that we would not take action until we had data," Elwell said. "That data
coalesced today."

He said the new data tied the Ethiopian airline disaster to an earlier crash of the same model plane in Indonesia.

Elwell declined to guess how long the grounding would last but he said he hoped to keep it "as short as possible."
Trump described the airliner issue as "a terrible, terrible thing" and defended the jet's manufacturer, which he has maintained close ties to over the course of his presidency.

"Boeing is an incredible company," he said. "They are working very hard right now."

He said the company was looking to find answers to the plane issue, but "until they do, the planes are grounded."

Close ties between Boeing and Trump administration

The global grounding of Boeing's 737 Max 8 airliner had drawn new attention to the close ties between the manufacturer and the Trump administration.

Trump has touted Boeing sales across the globe -- including two weeks ago in Vietnam -- and has cultivated close relationships with the company's executives. His acting defense secretary served atop the company for more than three decades, including as the newly scrutinized planes were being developed. The company has spent millions over the past years lobbying decision-makers in Washington.

Now, as Boeing faces crumbling public confidence in one of its marquee products, those ties are being viewed in a new light.

Trump spoke by phone Wednesday with CEO Dennis Muilenburg ahead of his grounding announcement, which came during a session on drug trafficking.

A day earlier, Muilenburg assured Trump in a separate phone call the 737 Max 8 was safe, despite the two recent crashes. Hours after that call, the FAA said it remained confident in the planes, even as governments across Europe and Asia grounded them.

That view changed by midday, as Canada's minister of transport said the country would no longer allow Boeing 737 Max 8 or 9 aircraft to take off or land in Canada. A day earlier, the European Union suspended operations of the model. That followed announcements from countries in Asia, Africa and the Middle East declaring use of the plane forbidden, for now.

Startling real-time flight tracking maps showed the plane flying only over North America -- and nowhere else -- as the White House and the FAA continued to deem the aircraft safe.

While the President was not explicitly pushing for the grounding over the last 24 hours, Canada's decision made it untenable for the US to hold out, according to an official familiar with the matter.

The President was eager to act given the public pressure, the official said, but it was the satellite data that finalized the decision on the grounding order.

Despite the initial reluctance to ground the planes, Trump insisted on Wednesday his administration had acted quickly and "fact-based" in response to the crash, which occurred on Sunday.
Democratic and GOP lawmakers had been agitating for a ban on the plane. Senators calling for a temporary grounding of the planes included Republicans Mitt Romney, the 2012 presidential nominee, and Ted Cruz, who chairs a subcommittee on aviation and space. Sen. Roger Wicker, another Republican, announced the Commerce Committee he chairs would hold a hearing on the matter.

Sen. Richard Blumenthal, a Connecticut Democrat who sits on the Senate Commerce, Science and Transportation Committee, said the partial government shutdown at the start of the year may have affected the FAA's ability to execute planned software changes on the Max 8 planes. But the FAA's Elwell denied the shutdown affected anything.

"We just got confirmation that the shutdown did not cause any delay in work on the software -- the software addition to the MAX," he told reporters Wednesday.

**Mixed messaging**

![Image of airplanes](image)

**Related Article:** Wall Street Journal: Software fix to Boeing 737 Max 8 planes delayed in part by government shutdown

Helmed by an acting administrator for more than a year, the FAA finds itself the focus of congressional and public scrutiny for its role in inspecting and ensuring the safety of Boeing airplanes. Some US pilots who fly the Boeing 737 Max registered complaints about the way the jet has performed in flight, according to a federal database accessed by CNN.

One of the pilot complaints from the federal database include a report saying it is "unconscionable" that Boeing, the FAA and the pilot's airline (which was unnamed) would have pilots flying the aircraft without adequate training or sufficient documentation.

The same entry also charges that the flight manual for the 737 Max 8 "is inadequate and almost criminally insufficient."
The FAA didn't respond to a request for comment about the complaints.

Trump was expected to name Steve Dickson, a former Delta executive, to the permanent FAA administrator role as of last week, according to a senior administration official.

The President made the selection before the current Boeing controversy, and the timing of any announcement isn't clear. The official said no nomination is considered final until Trump makes his decision public.

The administrator role has been filled in an acting capacity by deputy administrator Elwell for more than a year. Dickson was Delta's senior vice president for flight operations and is a former military and commercial pilot, including of earlier versions of the 737 aircraft.

Trump initially wanted to name the pilot of his personal jet, John Dunkin, to the job but faced questions about Dunkin's qualifications. Trump has long cast himself as an authority on air travel and aviation, including in a tweet on Tuesday.

"Airplanes are becoming far too complex to fly. Pilots are no longer needed, but rather computer scientists from MIT," he wrote, adding: "I don't know about you, but I don't want Albert Einstein to be my pilot. I want great flying professionals that are allowed to easily and quickly take control of a plane."

**Shanahan connection**

![Image of Trump](https://example.com/image.png)

**Related Article:** Trump airs doubts about airplane tech after Boeing crashes

Asking on Capitol Hill Tuesday whether the planes were safe to fly, acting Defense Secretary Patrick Shanahan -- who was an executive at Boeing for 31 years, including overseeing commercial aircraft -- demurred.

"Let me just say this: my condolences go out to all the all the families on Ethiopian Airlines," he said. "These situations, as you well know, are very serious and let's let the FAA and others take command of the situation and trust that part of the process."
Shanahan has faced accusations of being overly warm to his former employer in his Pentagon role, including in a new request filed Wednesday by a government watchdog group asking the Defense Department’s inspector general to investigate whether Shanahan violated government ethics rules.

The complaint cites news reports claiming Shanahan has promoted Boeing’s products over rival Lockheed Martin in his official tenure.

"It is extremely disturbing that acting Secretary Shanahan appears to be using his public office for Boeing’s private gain," said Noah Bookbinder, executive director of Citizens for Responsibility and Ethics in Washington, which filed the complaint. "Ethics rules make clear that government employees cannot abuse their offices to promote a private company, much less work on official matters involving their former employer."

Shanahan wouldn’t be alone in promoting Boeing’s products. It was only two weeks ago that Trump himself oversaw the sale of 100 of the 737 Max planes while in Hanoi for a summit with Kim Jong Un.

Ahead of his nuclear talks, Trump participated in a trade singing ceremony with a number of airline executives inside the Vietnamese presidential palace. Among them was Kevin McAllister, Boeing’s executive vice president CEO of Boeing Commercial Airplanes.

Among the agreements was a deal between Boeing and VietJet, a low-cost airline based in Hanoi, for 100 of the 737 Max planes — 80 of the Max 10 variety, and 20 of the Max 8, the aircraft current under scrutiny. Boeing said the order was worth $12.7 billion.

Now, Vietnam says the safety issues must be resolved before the planes can fly.

CNN’s Fredreka Schouten, Greg Wallace and Annie Grayer contributed to this report.

This story has been updated.
Ms. Lopez,

Please find attached a letter from AOPA to the Airport Commission. Thank you for passing it along to the Commission members.

Regards,

ADAM WILLIAMS
Manager, Airport Policy
Aircraft Owners & Pilots Association
p: 202.609.9702
a: 50 F Street NW, Suite 750, Washington, DC 20001
www.aopa.org

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April 17, 2019

Mr. John Clarey, Chair  
Orange County Airport Commission  
3160 Airway Avenue  
Costa Mesa, CA 92626

RE: General Aviation Improvement Program

Dear Mr. Clarey,

The Aircraft Owners and Pilots Association (AOPA) is the world’s largest general aviation association with nearly 330,000 members, including over 32,000 members in California. On behalf of our members, I am writing to provide comments on the General Aviation Improvement Program (GAIP). It is our understanding that the Airport Commission intends to recommend “Alternative 1” to the Board of Supervisors. According to the project description, Alternative 1 will greatly reduce general aviation parking capacity at John Wayne Airport (SNA). The capacity reduction will be caused, in part, by the addition of a so-called “General Aviation Terminal” intended to serve the needs of regularly scheduled commercial charter operators. AOPA strongly opposes the displacement of general aviation aircraft to construct new air carrier facilities at SNA.

AOPA has been following the positive general aviation trends at SNA over the past two years. The County Board of Supervisors took action to ensure FBOs would charge fair and reasonable prices and since then, general aviation traffic has increased and one FBO has reported a threefold increase in fuel sales. The airport is on a positive trajectory and can expect robust general aviation demand into the future. While the project description cites a projected decrease in general aviation operations between 2016 and 2026, FAA data has shown a steady increase in general aviation operations at SNA every year from 2015 until 2018. As such, AOPA believes the County must maintain sufficient general aviation parking capacity to meet future demand.

Thank you for your attention to this important matter. If I may be of further assistance, please contact me at 202-609-9702 or adam.williams@aopa.org.

Sincerely,

Adam Williams  
Manager, Airport Policy

CC: Orange County Airport Commissioners
Airport Working Group Position Paper re JWA GAIP Status

Airport Working Group reaffirms our position on the County not moving forward on this program based on the current information and EIR adequacy.

Positions Statement on JWA GAIP EIR-

1. The John Wayne Airport General Aviation Improvement Project (GAIP) EIR is based on incomplete information and impact conclusions drawn on moderate growth biased assumptions which are favorable to the “Project / Alternative 1” approval. For local community safety and quality of life, the more likely higher aircraft operations assumptions for large aircraft must be evaluated before moving forward on any approval of the EIR or project to ensure the EIR Findings are accurate.

2. In parallel with the additional analysis of 1. above, we could support the addition of an Alternative 4 option which can be defined and reviewed expeditiously that will support a more moderate upgrade to FBO facilities and hangars, and be more supportive of the existing small aircraft pilot community. This alternative option could limit the negative community impact of growth of the larger jet powered aircraft allowed under Alternative 1. By allocating smaller square footage to the updated FBO facilities this additional alternative would closely align with the broader user population needs. (SoCal Pilots)

Outstanding issues need immediate addressing

Process inequity- The GAIP program approval timeline, post the release of responses to DEIR 627 comments from the public last week, is well below the minimum adequate time needed for review by commenters of hundreds of detailed pages, and, should be immediately rectified.

- The document released on April 9th via an on-line link was well over 2000 pages in length. A reasonable time to read and digest this much information should have been allowed by the County, yet an aggressive “approval” cycle was immediately put in play. The Airport Commission review and tacit approval was scheduled for April 17… 8 days after the response to comments release, and the item was put on the OC Supervisors agenda for action / approval for April 23… 2 weeks post release. Is this political expediency for a pre-approved decision?

Proposed resolution- The Airport Commission should take the courageous action to delay a vote on the GAIP EIR for 30 days. The agenda item for the OC Supervisor’s should be pushed another 45 days. There is no reason for undue speed when the decision will have long term ramifications, and needs to be as thoughtful a process as possible.
Response inadequacies- The responses to public comments published April 9th, did not satisfy the serious issues raised. An example is:

- JWA Response to AWG -4 (RTC-Volume 2A 032819, 3-69-70

The issue raised by AWG was the attractiveness of the new facilities and services provided by the GAIP Proposed Project or Alternative 1 would likely increase significantly transit corporate/private jet traffic.

AWG sees no question as to why this new environment would not make JWA a desired destination versus LAX, Brown Field, or other So ca sites. And could JWA handle 10 (or more) additional daily transit flight operations? It seems highly likely.

JWA Response (partial)-

"These improvements, although they would facilitate the efficient operations at the Airport, are not sufficient to attract aircraft that do not have a purpose to use John Wayne Airport."

AWG counter response- How is that generic comment response to be measured? What is the definition of sufficient and on what grounds is it based? The ability to efficiently deplane and handle security/immigration/customs at a smaller airport closer to many user homes seems a strong attractive argument to transit, and needs to be evaluated.

Summary of Response Adequacy-

The single inadequate response example above is similar in context and detail to the other 22 submitted by AWG, and likely most other respondent commenters.

Recommended and Proposed Mitigation Actions

- Extend the published timeline for the JWA Airport Commission action on the GAIP by a minimum of 30 days to provide the broad stakeholder community time to review Response to Comments materials posted on April 9th
- JWA GAIP project staff schedule a working session with key stakeholder representatives to interactively answer questions in more depth, or revise findings.
- JWA GAIP project staff meet with invited parties (AWG, city of Newport Beach, So Ca Pilots Association, ...) to brainstorm an Alternative 4 agreeable to a majority of the stakeholders, including the Airport and County Administration.
Alternative 4
The Community Proposal

SoCal Pilots
SOUTHERN CALIFORNIA PILOTS ASSOCIATION

Southern California Pilots Association
and
American Aircraft Maintenance

Light General Aviation Site Planning Studies

4 APRIL 2019
General Aviation Improvement Program

Alternative 4
Recommendations from So Cal Pilots
April 17, 2019

The So Cal Pilots Association represents the collective voice of more than 1,200 individual pilots and aircraft owners. We have been working with the pilots and key organizations in the surrounding communities to address our needs in a win-win plan that can stay within the current EIR. Our combined goal is to preserve our communities. For the pilots, we do not want to be denied access to this incredible aviation asset next to our homes and businesses. We also want the flight schools and maintenance operations we depend on to have a home on the field. As residents of Orange County, we respect the needs of the neighboring communities who want to see the makeup of the airport operations remain the same as they are today.

The Main Recommendations from So Cal Pilots:

1. 5 leaseholds 2 for Limited Service FBOs dedicated to light GA aircraft and 3 for Full Service FBOs
2. Keep current allocation of acreage between piston GA and Jet GA with as many hangars as possible on each parcel
3. No scheduled general aviation operations out of the GA facilities
4. Level and fair competitive bidding process that is aimed at accomplishing the purpose of the project as stated in the EIR and does not increase the project's environmental impacts

Under the FAA Grant Assurance 22, Economic Non-Discrimination, requires the airport to make its aeronautical facilities available to the public and its tenants on terms that are reasonable and without unjust discrimination. The So Cal Pilots proposed Alternative 4 embodies this grant assurance and has support of the majority of the GA community at SNA as well as the surrounding communities. This is a win-win proposal for all.
Hello Supervisor Steel and Mayor Dixon,

I am sending you this email to provide input to the Airport Commission and County Board of Supervisors from the Eastbluff Homeowners’ Community Association regarding the Proposed General Aviation Improvement Program. As stated in our attached letter, we consist of 460 homes in close proximity to the Newport Back Bay Preserve and OC Airport take off path. We appreciated the recent town hall meeting you conducted and encourage the Airport Commission and Board of Supervisors to select Alternative 3 to avoid adding more General Aviation flights and changing the current mix and size of airplanes using the OC Airport. Our community is especially concern about adding any jet noise during general aviation’s 24/7 use of the facilities.

Thank you for the opportunity to provide input. We request our letter be distributed to Airport Commission and Board of Supervisors and be in the official record for consideration in reviewing alternatives in the Proposed General Aviation Improvement Program. A number of our residents are planning to attend the upcoming Airport Commission and Board of Supervisors meetings when this issue is considered.

Sincerely,

Ron Rubino, President
Eastbluff Homeowners’ Community Association
ron@eastbluff.net
Sent by email to: Michelle.Steel@ocgov.com; and dixon@newportbeachca.gov;

April 25, 2019

To: County Supervisor Michele Steel and Newport Beach Mayor Diane Dixon

Subject: Comments on Proposed General Aviation Improvement Program

This letter is on behalf of 460 homeowners who are members of the Eastbluff Homeowners’ Community Association. Our homes are located on the east side of the Newport Back Bay preserve and south of John Wayne Airport. Our homes are significantly impacted by the operation of the airport in terms of Takeoff Noise, Landing Noise, Air Quality, Greenhouse Gas Emissions, Dust and Traffic.

We appreciate the townhall conducted by Supervisor Steele, Mayor Dixon and the Airport staff. Our community urges the County Supervisors to select Alternative 3 of the GAIP.

“Two (2) existing Full-Service FBOs (both have presence on eastside, but one is split between east and westside) and includes correction of non-standard conditions per FAA requirements.”

We are recommending Alternative 3 because it will permit the county to modernize the airport facilities, terminals and airfield roads. This upgrade is needed to make the JWA facilities compliant under Federal Aviation Administration standards. Alternative 3 would not significantly change the current mix of aircraft. We strongly recommend the County approve an upgrade plan that does not result in additional jet noise and pollution on the Newport Beach community.

The other proposed alternatives to upgrade general aviation at the airport include increasing the number of private jets flying out of John Wayne Airport. These private jets are permitted to take off and Land on a 24/7 basis. Expanding the number and size of jets permitted to use OC Airport will have a significant negative impact on the quality of life for our neighborhood.

We appreciate the City of Newport Beach and County Supervisors working jointly to find alternatives that support the modernization of the OC Airport in a manner which maintains the quality of life for the homes nearest to John Wayne Airport.

Sincerely,

R. Rubino
Ron Rubino, President
Eastbluff Homeowners’ Community Association
County Supervisors

Andrew.Do@ocgov.com;
Michelle.Steel@ocgov.com;
Donald.Wagner@ocgov.com;
Doug.Chaffee@ocgov.com;
Lisa.Bartlett@ocgov.com;

Newport Beach City Council
citycouncil@newportbeachca.gov;
ddixon@newportbeachca.gov;

JWA
Lawrence Serafini – Deputy Airport Director, Facilities Development
lserafini@ocair.com;
alopez@ocair.com;

Orange County Airport Commission

Comments set to: info@ocair.com;

Mr. John Clarey, Chair, Fifth District
Mr. Lee M. Lowrey, Vice Chair, Second District
Ms. Angie R. Cano, First District
Mr. Bruce B. Junor, Third District
Mr. David Bailey, Fourth District
Dear Ms. Lopez –

- I write as President of the Board of Directors of the Bluffs Homeowners’ Community Association (home to 647 families of adults and children on Upper Newport Bay) to request that the attached letter be forwarded to all members of the Airport Commission for the upcoming May 1, 2019 meeting.

- I also request that I be placed on the list of persons requesting to speak briefly to the Commission, and to answer any questions which they may have.

Thank you.

Mark Hopkins

Bluffs Association President
From: Jeanne Fobes <jeannefobes@gmail.com>
Sent: Monday, April 15, 2019 6:18 PM
To: Lopez, Aida [JWA]
Subject: County’s consideration of plan to expand general aviation at John Wayne

Our family has lived in the Newport Heights area of Newport Beach since 1970. We are dispirited that airplane noise has been increasing to almost intolerable levels.

And now we are facing an alarming and truly unacceptable future increase of noise and dangerous pollution. The thought that our county would have such a low opinion of our health and contentment is worse than distressing!!!

We are deeply opposed to any construction of a new terminal for General Aviation. AND we are more than furious that our county "representatives" are considering a plan to welcome an increased number of corporate jets and even charter jets!!! Plus there are other questions about their screening and customs controls.

No!! No!! No!! This is no way to treat the PEOPLE who live in your county. Please vote AGAINST this proposed plan!!!!!

Sincerely,
Jeanne Fobes
328 Aliso Ave., Newport Beach
Ms Lopez,

Please inform the Orange County Airport Commission that I am strongly against the proposed General Aviation Improvement Program at John Wayne Airport. The program will result in a very significant increase in aircraft departure noise at all hours of the day and night.

Regards,
Bruce Major
228 Via Ithaca, Newport Beach
949-675-7400
I don’t want any expansion of JWA, including the expansion of general aviation business jet services that can fly 24/7, which is what will happen if you approve Alternative #1. It’s time you consider the health and well being of people living in Newport Beach and corridor cities over commercial gain through expanding JWA, including through increasing general aviation business jet services. I have security concerns over the County’s proposal to allow a private FBO to monitor international passengers and concerns about the added nighttime noise of flights from international destinations. Any changes at JWA should be limited to those mandated by the FAA and NOTHNG more! JWA is big enough!
Reading the comments for EIR 627 it appears that the plan is only supported by airport staff and by charter companies who want to create a presence in Orange County. The plan squeezes out traditional general aviation users and completely ignores the needs of the tax paying residents who will contend with additional noise and air pollution. It ignores the negative effects on property values of the properties impacted by this increase in noise and pollution and the potential impact that will have on Orange County property tax revenue.

An internet search of two companies that support the plan show that they do not have scheduled flights so that they will not have to abide by the curfew rules. Their gain will be at the expense of others – i.e. the residents in the surrounding areas and the current general aviation users. Staff replies to comments about the increase to louder general aviation jets as if this is a forgone conclusion. That is only the case if the proposed plan is implemented.

Any modifications to General Aviation at SNA that will increase the number of commercial enterprises that can create a business model that avoids the rules put in place for Commercial Aviation and encourages an increase in larger, louder General Aviation uses should not be approved. This proposal acts as an end run around the Settlement agreement.

Please do not approve, certify or adopt EIR 627 and General Aviation Improvement Program (A SR 19-000429).

Deirdre Adams

Balboa Island
From: Lyle Brakob <lmbrakob@cox.net>
Sent: Wednesday, April 17, 2019 12:04 AM
To: Lopez, Aida [JWA]
Subject: Fwd: JW Airport-GAIP

Sorry-had your email address incorrect

Sent from my iPhone

Begin forwarded message:

From: Lyle Brakob <lmbrakob@cox.net>
Date: April 16, 2019 at 10:59:06 PM PDT
To: lisa.bartlett@ocgov.info, steelnews@ocgov.info, OC Supervisor Andrew Do
<Andrew.Do@ocgov.com>, Donald Wagner <donald.wagner@ocgov.com>, response@ocgov.com,
Diane Dixon <ddixon@newportbeachca.gov>, Will O’Neill <wo’neill@newportbeachca.gov>, Marshall
Duffield <dduffield@newportbeachca.gov>, Kevin Muldoon <kmuldoon@newportbeachca.gov>, Joy
Brenner <joy@newportbeachca.gov>, Jeff Herdman <jherdman@newportbeachca.gov>, Brad Avery
<bavery@newportbeachca.gov>, Doug Chaffee <doug.chaffee@ocgov.com>, NB Council-Mbrs
<citycouncil@newportbeachca.gov>, Grace Leung <gleung@newportbeachca.gov>, Ada Lopez
<alopza@ocair.com>
Cc: "John Moorlack@gmail.com" <johnmoorlach@gmail.com>, Natasha Kaushal
<natasha.kaushal@mail.house.gov>, Kirk Snyder <kdsnyder@cox.net>, Jeanne Burzan
<jiburzan@gmail.com>, Patti Lampman <plampman1@mac.com>, Peter Marcek
<petemarcek@hotmail.com>
Subject: JW Airport-GAIP
Reply-To: Lyle Brakob <lmbrakob@cox.net>

Hello Everyone,

Please pass this email to everyone who has been, is currently or will be involved with this initiative.
Thanks.

We oppose ANY changes at JW that are either not required by the FAA or needed to repair what is
already there.

The overwhelming majority of people affected by JW operations have the same position. It is time
to do the right thing and that time is now.

The reasons are known and the intent of this input is to re-enforce and emphasize those that are most
important and use at the upcoming meetings and vote by OC Commissioners

1. Quality of Life: people in affected communities need to come first!—Pollution, Noise, and Safety are
the most important concerns and apply equally to Commercial Aviation, (CA), AND to General Aviation,
(GA)

a. Pollution: fumes and residue from fuels drift and settle over residential areas. This is harmful and a
cause of health problems for many
b. Noise: It is NOT all about GA jets! It is ALSO about private piston driven aircraft that use the short runway and make their turns over or very near the residential areas of Santa Ana Heights, The Terraces, Bayview Court and in a year or two over seniors that will be residing in the recently approved Assisted Living Facility at Bristol and Bayview Place

c. Safety: there would be more traffic if GAIP options were to be approved. This in-turn increases the possibility of crashes and mishaps. The recent deadly chopper crash and the two incidents of planes that ended up on the freeway come to mind

2. GAIP: if approved GA traffic will certainly increase. This is already evidenced, (based on past year stats), and in spite of testimony to the contrary. Do not allow this to happen

3. Revenue: If profit is a concern then charge fees for GA landings for departures. Tie- down, hangar and other fees can be increased also

4. Convenience: GAIP benefits the few at the expense of the many-do not support—vote no

5. FAA: require the same rules and enforcement for ALL aircraft. Take whatever action(s) needed to make it happen

6. Meantime: for as long as necessary, put forth a concerted and sustained effort to educate, encourage, obtain voluntary commitment and publish on-going results and progress to get owners, flight training companies, pilots and anyone else associated with private prop plane activities to please refrain from flying directly over or near residential areas when departing JW

We certainly appreciate existing curfews, noise monitoring, and passenger controls, (it is time for another pollution study), but this initiative is not in the best interest of residents affected by JW air traffic.

We ask everyone's support to defeat the initiative and look forward to hearing good news.

Respectfully,

Lyle and Margaret Brakob
6 Baycrest Court
Newport Beach 92660
949 769 1558

Sent from my iPhone
MELANOMA PROGRAM

Kim James Charney M. D.
Director
Surgical Oncology

March 17, 2019

Sent Via email: Response@ocgov.com

John Wayne Airport Commission Members

To Whom It May Concern:

I am a Surgical Oncologist and have been a resident of Dover Shores for 42 years. I am very concerned about the course that JWA is taking. My neighborhood is being seriously impacted by noise and pollution from low flying jets, both commercial and private.
I am most concerned about the carcinogenic pollutants to which the people of Newport Beach are being exposed. I recommend that a medical environmental impact report be developed to assess the extent of medical damage caused to people impacted by air traffic. This could have profound influence on the decisions being made by the airport, city, county, and FAA.

I request that you consider this, now, when voting on the proposed GAIP and make a meaningful effort to stop the flight expansion of JWA sought by large general aviation jets. And, I further request that you preserve the intent behind the current curfew by imposing serious limitations on nighttime general aviation flights and the number of private and corporate jets that will be permitted to replace the existing fleet of general aviation planes.

Sincerely,

Kim James Charney, M. D.

bldvesl@aol.com

1140 West La Veta
Suite 620
Orange, CA 92868-4228

Phone 714-550-0600
Fax 714-550-9307
Fwd: The General Aviation Improvement Program - Bad for the People of Newport Beach

1 message

Brigid O'Connor <brigidonoconnor@gmail.com> Fri, Apr 12, 2019 at 1:42 PM
To: Pedicini Mary Sue <urtooslow@sbcglobal.net>, Dole Cindy <cindysdole@gmail.com>, Dole Jeff <jeffsdole@gmail.com>, Lilien David <carolyn.stone01@gmail.com>, Krogman Monica <MonikaRoth@att.net>, Gore Kim <kimglovejesus@gmail.com>, "wendyclarkgarcia@cox.net" <wendyclarkgarcia@cox.net>, Schoen Amy <amylschoen@yahoo.com>, Lerner Bob <bobby8383@gmail.com>, Pedicini Mary Sue <mpedicini9@gmail.com>, Buntmann Mary <marybuntmann@gmail.com>, Bibb Kim <tibbb@me.com>, Brown Kathy <thebrown5@aol.com>, Borowsky Stacy <stacy.borowsky@yahoo.com>, Borowsky Dennis <dborowsky@merlenegeier.com>, Dreilishak Ken <kdreilishak@gmail.com>, Macias Fred <denise@fmacias.net>, Masterson Roberta <roberta19601@aol.com>, Mathies Lisa <bmathies59@gmail.com>, Vollmer Kevin <KevinVoll@aol.com>, Oakes Gloria <gloriaswims@gmail.com>, Miller Mary <rockiewill@msn.com>

Hi all. Anita Brown of Citizens Against Airport Noise and Pollution (CAANP) circulated a form letter you could send to four County Supervisors in advance of a 4/23 vote regarding this new aspect of airport noise aka the ‘GAIP.’ I dumbed it down (below) and emailed it. If you want her form letter or the emails let me know. Also below in blue are the next few public meetings related to this nonsense per a flyer Martha McCool from the actual airport circulated.

(With a name like that I seriously thought it was spam!)

Hope this note finds you well.
Brigid O’Connor (303-378-8738 cell phone)

Begin forwarded message:

From: B's Newest Gmail <boconnor2017@gmail.com>
Subject: The General Aviation Improvement Program - Bad for the People of Newport Beach
Date: April 11, 2019 at 5:50:09 PM MDT
To: Michelle. Steel@ocgov.com

Dear Supervisor Steel:

Hello. I have a home on Balboa Peninsula Point near the Balboa Pier that has decreased in enjoyment value (and in monetary value for all I know) due to increasing airport noise and pollution. I am very concerned about the course that JWA is taking. I have attended a myriad of meetings, town halls and on and on. I feel as if none of these efforts are making an impact and this is sad and frustrating. Since implementation of NextGen my neighborhood has been seriously impacted by noise and pollution. The planes are now concentrated whereas they used to fan and share the ‘pain.’ There is a continuous stream of jet traffic.

Guests from out of town actually make comments related to the plane noise. When we have to pause our conversation they say things like, “Wow does that noise drive you batty? I don’t remember it from our past visits?” This is a very horrible common theme.

I also have a young child who I worry must be affected by the pollution. I see a fine mist of black dust on my white outdoor furniture that was not in evidence before. What of her developing lungs?

The only relief we currently have is the nighttime curfew and the daily cap, which I understand are now both in jeopardy because of the proposed General Aviation Improvement Program (GAIP). I get it that
money and making more of it drives things. But at what point do negative impacts on real people take a front rather than a distant back seat in the discussions?

Passage of the GAIP will greatly exacerbate what we are presently enduring and further endanger our health and general wellbeing. Please take this into account when voting on the proposed GAIP yet this month. Thank you for your time and attention.

Sincerely,

Brigid O'Connor, MBA
1500 E. Oceanfront
Newport Beach, CA 92661

+++++++

The following public meeting and hearing on JWA’s GAIP will be held in April 2019:

*Orange County Airport Commission* meeting on April 17, 2019 at 5:00 PM. at the JWA Administrative Offices in the Airport Commission meeting room, at 3160 Airway Avenue in Costa Mesa, California 92626. The Airport Commission will consider whether to recommend approval or denial of the GAIP to the Orange County Board of Supervisors.

*Orange County Board of Supervisors* hearing on April 23, 2019 at 9:30 AM, at the County Hall of Administration at 333 W. Santa Ana Boulevard in Santa Ana, California 92701. The Board of Supervisors is the County’s ultimate decision-making body with respect to certification of Program EIR 627 and approval or denial of the GAIP.

At each meeting/hearing, comments on the GAIP and Program EIR 627 will be accepted. Questions regarding the Responses to Comments or the public meeting and hearing can be directed to Ms. Lea Chouin, 3160 Airway Avenue. Costa Mesa, California 92626 at (949) 252-5123.
Research Article Links:

1. Plane Exhaust kills more people than plane crashes (In recent years, airplane crashes have killed about a thousand people annually, whereas plane emissions kill about ten thousand people each year, researchers say)


3. Airports, Air Pollution, and Contemporaneous Health (http://faculty.haas.berkeley.edu/rwalker/research/SchenkerWalker_Airports_2014.pdf)

4. The Impact of Airport Noise on Residential Real Estate (http://www.reslestadamage.com/Articles/PDF/AirportNoise.pdf)


6. Aircraft Emission Impacts in a Neighborhood Adjacent to a General Aviation Airport in Southern California


Dear Commissioners Clarey, Lowrey, Cano, Junor, and Bailey,

I am very concerned about the proposed changes at JWA. Adding a terminal and screening facility for international travelers flying privately would be devastating for Orange County residents who already bear the brunt of airport noise and pollution. Many residents of Costa Mesa, Santa Ana, Huntington Beach and Newport Beach do not have air conditioning and leave windows open most of the year just to keep cool. Overhead airplane noise is the first thing we hear in the morning and the last to hear before falling asleep. To allow private aircraft to fly without curfew is unconscionable! That would be putting the desires of wealthy private fliers before the health and well being of Orange County residents.

I am pleading with you to fight for Orange County residents and say “no” to any expansion at JWA.

Kind regards,
Stephanie Rados
April 19, 2019

To the Board of Supervisors:

The purpose of this letter is to firmly present our strong feelings against the actions of the John Wayne Airport (General Aviation Improvement Program’s) decisions to expand their general aviation facilities and air traffic.

We are longstanding residents of the Dover Shores Community, since 1979, that is severely and negatively affected by the increasing air traffic activity.

We attended the April 6, 2019, Town Hall meeting hosted by Orange County Supervisor Michelle Steel. We feel misled and misrepresented by Ms. Steel and all elected officials who are in the Newport Beach leadership, including Mayor Diane B Dixon; Council Members Jeff Herdman, Kevin Muldoon; Supervisors Lisa Bartlett, Doug Chaffee, Michelle Steel, Donald Wagner, Ms. Do.

We were lied to at this Town Hall meeting stating the County’s hands are “literally tied by the FAA”. The improvements are to be made to comply with MINIMAL FAA requirements. Instead, the County Board of Supervisors have chosen to EXPAND facilities, terminals, and services at JWA to facilitate their desire to accommodate larger, noisier GA business and charter “for hire” jets that can fly 24/7 and not be subject to the curfew.

The lesser of two evil alternatives is Alternative #3 which has the least impact on our community and our health.

We strongly oppose Alternative #1 which will add more GA terminals and flights, privately-run international passenger services and is thus most daunting and bullying to our communities directly and daily impacted by JWA. The noise and air pollution are intolerable for daily life. It is impossible to have a phone conversation in our back yard, or even in the house with the windows open. The soot that is showered on our property is clear and extremely unhealthy for all who must breathe the air. My husband has lung disease which is made worse with the increase of this air traffic and air pollution. The health of thousands of our children in nearby schools and homes are under the flight path and extremely vulnerable to the JWA jet noise and pollution.

We ask our elected representatives, listed above, what price are you willing to pay for increasing JWA jet flights over the communities of the constituents you represent? You asked for our vote. Do you intend to represent our serious concerns?

Continued negative progress in the direction you seem to have chosen will result in major and expensive legal action on our personal and group’s behalf.

Once again, we DO NOT WANT any noisier “for profit” charter jets violating our curfew, and daily jet and annual passenger caps.

Seriously Concerned,

J. Robert Egan, MD
Kimberly Burrows-Egan, RN, NP
I am opposed to Alternative 1 of the proposed GAIP that is on the agenda for your May 1, 2019 meeting. JWA is busy enough for a local airport. If you want an international airport we have the land in Ontario and the great park that has never been built. The airport commission told us at the townhall meeting that General aviation only brings in $4 million in revenue. The city of Newport beach brings in $100 million. Who lives here, who votes, we do. JWA is big enough, it does not have the land to be an LAX and it never will. Recognize it for what it is, a large, convenient, local airport serving the western united states and vote accordingly. Please bring the GA airport up to FAA standards and move on. Vote alternative 3.
From: Mary Bradbury <mabradbury@twc.com>
Sent: Sunday, April 21, 2019 3:17 PM
To: LisaBartlett@ocgov.com; DougChaffee@ocgov.com; MichelleSteele@ocgov.com; DonaldWagner@ocgov.com; firstdistrict@ocgov.com; Lopez, Aida [JWA]; citycouncil@costamesa.gov; katriniafoley@costamesaca.gov; citycouncil@newportbeach.gov; ddixon@newportbeachca.gov
Subject: Airport

Hello,

PLEASE STOP EXPANDING JWA!!!

JWA does not need a new terminal for international travelers flying privately nor larger hangers for those bigger, private jets that plan on flying 24/7. JWA DOES NOT NEED TO BE EVERYTHING TO EVERYONE IN OC!!! We have lived here since 1972 when there were only a few single engine planes with no indication that the airport would continue to grow. Now the quality of our lives are being changed because of the wants of a few.

Please vote for Alternative #3, Alternative #1 & #2 are not even close to being in the best interest of anyone in Orange County. I have lived in Dover Shores for 47 years and I cannot believe what the city, county, state and feds have done to the communities that fall under the flight path. The amount of soot and never ending noise is out of control, not to mention the impact on all of our property values in the area. Lower property values = less revenue for all of your districts. The amount of soot and never ending noise is crazy. It boggles the mind that El Toro or Camp Pendleton was not taken over long ago and used as an airport for all of Southern California. I drove by both areas the other day and so much land still sits unused while communities that have been established for years and years and years shoulder the entire air traffic for 50+ miles in either direction. Please have some compassion for us and put a cap on that airport.

ENOUGH IS ENOUGH!!!!!!!!!!!!!!!!!!!!!!

Jeff Herdman, our NB City Councilman is doing an outstanding job of representing us, please do your jobs as well and represent the people, not the corporations that stand to make millions off this expansion.

Mary and Don Bradbury
1715 Marlin Way
Newport Beach
Hello,

PLEASE stop expanding JWA!

JWA does not need a new terminal for international travelers flying privately nor larger hangers for those bigger, private jets that plan on flying 24/7.

JWA DOES NOT NEED TO BE EVERYTHING TO EVERYONE IN OC!!!

Please vote for Alternative #3, Alternative #1 & #2 are not even close to being in the best interest of anyone in Orange County. We have lived in Dover Shores for 4 years and I cannot believe what the city, county, state and feds have done to the communities that fall under the flight path. The amount of soot and never ending noise is out of control.

The amount of soot and never ending noise is crazy.

It is not understandable that El Toro or Camp Pendleton was not taken over long ago and used as an airport for all of Southern California. So much land still sits unused while communities that have been established for years and years shoulder the entire air traffic for 50+ miles in either direction.

Please have some compassion for us and put a cap on that airport. ENOUGH IS ENOUGH!!!!!!!!!!!!!!!!!!!

Jeff Herdman, our NB City Councilman is doing an outstanding job of representing us, please do your jobs as well and represent the people, not the corporations that stand to make millions off this expansion.

Michelle – you spoke to our Rotary Club a year or so ago when you were running for office. Please keep your constituents – the voters – in mind on this. Cleaning our patio furniture of the soot that accumulates is a weekly black and grimy job! The flight patterns have changed to our detriment – we have more airport noise than in the past.

Regards,

Peter and Helen Maxwell
1238 Polaris Drive
Newport Beach, CA 92660
Hello,

Please, please, please, please, please stop expanding JWA. JWA does not need a new terminal for international travelers flying privately nor larger hangers for those bigger, private jets that plan on flying 24/7. JWA DOES NOT NEED TO BE EVERYTHING TO EVERYONE IN OC!!! Please vote for Alternative #3, Alternative #1 & #2 are not even close to being in the best interest of anyone in Orange County.

I have lived in Dover Shores for 35 years and I cannot believe what the city, county, state and feds have done to the communities that fall under the flight path. The amount of soot and never ending noise is out of control, not to mention the impact on all of our property values in the area. Lower property values = less revenue for all of your districts.

The amount of soot and never ending noise is crazy. It boggles the mind that El Toro or Camp Pendleton was not taken over long ago and used as an airport for all of Southern California. I drove by both areas the other day and so much land still sits unused while communities that have been established for years and years and years shoulder the entire air traffic for 50+ miles in either direction.

Please have some compassion for us and put a cap on that airport.

ENOUGH IS ENOUGH!!!!!!!!!!!!!!!!!!! Jeff Herdman, our NB City Councilman is doing an outstanding job of representing us, please do your jobs as well and represent the people, not the corporations that stand to make millions off this expansion.

Casey Squier
323.350.6150
1107 Oxford lane,
Newport Beach ca 92660
Dear Elected OC Officials:

My name is Tim Steele. My wife and I have lived [part-time] on Little Balboa Island for over 30 years.

Over that period the unrelenting 'build-up' of airline traffic arriving and departing John Wayne Airport has become appalling and very unappealing. The impact of the increasing number of takeoffs and landings each day (over longer periods of time), is unpleasant for numerous reasons:

NOISE (especially from private aircraft), DIRTY because of soot particles being expelled from every aircraft, and VERY UNHEALTHY to virtually everyone (resident and visitor) who ventures outside - especially older residents with respiratory issues.

I would expect that each of you would be vitally interested in addressing this matter, in a responsible way, if you lived under the existing flight pattern and experienced what I have just described. Frankly, we’re tired of being victims of an ever growing and insidious airport expansion process. JWA needs to be reigned in & regulated to accommodate everyone involved (passengers, residents, employees, etc.).

I have attached a 'letter' from a Dover Shores resident that expresses my sentiments precisely.

I received this today thru the NextDoor website-blog.

Thanks for your consideration. Call me if you’d like to chat!!

Sincerely,

Tim & Jan Steele
Hello:

Please, please, please, please, please stop expanding JWA.

JWA does not need a new terminal for international travelers flying privately nor larger hangers for those bigger, private jets that plan on flying 24/7.

JWA DOES NOT NEED TO BE EVERYTHING TO EVERYONE IN OC!!!

Please vote for Alternative #3.

Alternative #1 & #2 are not even close to being in the best interest of anyone in Orange County.

I have lived in Dover Shores for 35 years and I cannot believe what the city, county, state, and feds have done to the communities that fall under the flight path.

The amount of soot and never-ending noise is out of control, not to mention the impact on all of our property values in the area.

Lower property values = less revenue for all of your districts.

The amount of soot and never-ending noise is crazy.

It boggles the mind that El Toro or Camp Pendleton was not taken over long ago and used as an airport for all of Southern California.

I drove by both areas the other day and so much land still sits unused while communities that have been established for years and years and years shoulder the entire air traffic for 50+ miles in either direction.
Please have some compassion for us and put a cap on that airport.

ENOUGH IS ENOUGH!!!!!!!!!!!!!!!!!!!!

Jeff Herdman, our NB City Councilman is doing an outstanding job of representing us, please do your jobs as well and represent the people, not the corporations that stand to make millions off this expansion.

6h ago · 36 neighborhoods in General
From: Nancy Bell <nancynewport@gmail.com>
Sent: Monday, April 22, 2019 11:36 AM
To: Nancy Bell
Subject: JWA Expansion

Hello, Please stop expanding JWA. JWA does not need a new terminal for international travelers flying privately nor larger hangers for those bigger, private jets that plan on flying 24/7. JWA DOES NOT NEED TO BE EVERYTHING TO EVERYONE IN OC!!! Please vote for Alternative #3, Alternative #1 & #2 are not in the best interest of anyone in Orange County. I have lived in Dover Shores for 22 years and I cannot believe what the city, county, state and feds have done to the communities that fall under the flight path. The amount of soot and never ending noise is out of control, not to mention the impact on all of our property values in the area. It boggles the mind that El Toro or Camp Pendleton was not taken over long ago and used as an airport for all of Southern California. I drove by both areas the other day and so much land still sits unused while communities that have been established for years and years shoulder the entire air traffic for 50+ miles in either direction. Please have some compassion for us and put a cap on the expansion of John Wayne airport. ENOUGH IS ENOUGH! Jeff Herdman, our NB City Councilman is doing an outstanding job of representing us, please do your jobs as well and represent the people, not the corporations that stand to make millions off this expansion.

Sincerely,
Nancy Bell
1212 Blue gum Lane
Newport Beach, 92660
949-244-5636
Hello,

PLEASE STOP EXPANDING JWA!!!

JWA does not need a new terminal for international travelers flying privately nor larger hangers for those bigger, private jets that plan on flying 24/7. JWA DOES NOT NEED TO BE EVERYTHING TO EVERYONE IN OC!!! We have lived here since 1972 when there were only a few single engine planes with no indication that the airport would continue to grow. Now the quality of our lives are being changed because of the wants of a few.

Please vote for Alternative #3, Alternative #1 & #2 are not even close to being in the best interest of anyone in Orange County. I have lived in Dover Shores for 47 years and I cannot believe what the city, county, state and feds have done to the communities that fall under the flight path. The amount of soot and never ending noise is out of control, not to mention the impact on all of our property values in the area. Lower property values = less revenue for all of your districts. The amount of soot and never ending noise is crazy. It boggles the mind that El Toro or Camp Pendleton was not taken over long ago and used as an airport for all of Southern California. I drove by both areas the other day and so much land still sits unused while communities that have been established for years and years and years shoulder the entire air traffic for 50+ miles in either direction. Please have some compassion for us and put a cap on that airport.

ENOUGH IS ENOUGH!!!!!!!!!!!!!!!!!!!!!!!!

Jeff Herdman, our NB City Councilman is doing an outstanding job of representing us, please do your jobs as well and represent the people, not the corporations that stand to make millions off this expansion.

Mary and Don Bradbury
1715 Marlin Way
Newport Beach
April 22,2019
Dear Orange County Airport Commissioners:
John Clarey, Chair (5th District); Lee M. Lowrey, Vice Chair (2nd District); Angie R. Cano (1st District); Bruce B. Junor (3rd District) and David Bailey (4th District).

No more and enough is enough! PLEASE think of us homeowners and business owners as it relates to adding any additional air traffic over the OC.

The flights out of JWA fly DIRECTLY over my residence beginning at 7:00 am except one day Week. The noise is ALREADY disturbing not to mention the pollution. Over the past few years additional plane noise late at night/early morning permeates our home with other aircraft flying overhead or nearby from other airports such as LAX. Allowing additional flights at night is unconscionable for we the neighbors and voting tax payers.

Vote against any further expansion at SNA INCLUDING any additional take off and landings. ENOUGH IS ENOUGH! JUST STOP! NO EXPANSION!

Respectfully and Sincerely,
Craig Coffin
Galaxy Drive, Newport Beach
Hello, Please, please, please, please, please stop expanding JWA. JWA does not need a new terminal for international travelers flying privately nor larger hangers for those bigger, private jets that plan on flying 24/7. JWA DOES NOT NEED TO BE EVERYTHING TO EVERYONE IN OC!!! Please vote for Alternative #3, Alternative #1 & #2 are not even close to being in the best interest of anyone in Orange County. I have lived in Dover Shores for 35 years and I cannot believe what the city, county, state and feds have done to the communities that fall under the flight path. The amount of soot and never ending noise is out of control, not to mention the impact on all of our property values in the area. Lower property values = less revenue for all of your districts. The amount of soot and never ending noise is crazy. It boggles the mind that El Toro or Camp Pendleton was not taken over long ago and used as an airport for all of Southern California. I drove by both areas the other day and so much land still sits unused while communities that have been established for years and years and years shoulder the entire air traffic for 50+ miles in either direction. Please have some compassion for us and put a cap on that airport. ENOUGH IS ENOUGH!!!!!!!!!!!!!!! Jeff Herdman, our NB City Councilman is doing an outstanding job of representing us, please do your jobs as well and represent the people, not the corporations that stand to make millions off this expansion.

Sincerely,
Karyn Davin
732 Via Lido Nord
Newport Beach, CA 92663
karyn@davinhome.com
949-719-2989
Supervisors, Councilmembers and Commissioners:

PLEASE stop expanding JWA. JWA does not need a new terminal for international travelers flying privately nor larger hangers for those bigger, private jets that plan on flying 24/7. JWA DOES NOT NEED TO BE EVERYTHING TO EVERYONE IN OC!!! Stop its expansion. I have lived in Dover Shores for 22 years and I cannot believe what the city, county, state and feds have done to the communities that fall under the flight path. The amount of soot and never ending noise is out of control, not to mention the impact on all of our property values in the area. Lower property values = less revenue for all of your districts.

The only agreement regarding JWA activity that still is in effect from the time I purchased my home is the continued restriction on hours of operation... we are thankful at least for that. We bought into the neighborhood knowing the airport was there, clearly, but fully believed that JWA would not materially expand from its footprint and level of activity given the various agreements in place at the time. Nearly all of those have been replaced and liberalized.

I am very frustrated that the so-called settlement over the Metroplex take-off pattern has not been fully embraced nor enforced. Extremely loud commercial aircraft continue to fly over Dover Shores each hour and routinely do not make the turns to stay over the Back Bay nor do they uniformly cut back on power after take-off as the practice dictates. We need enforcement of these violations and penalties for those airlines/pilots that don't abide. It never ceases to amaze me that El Toro was not taken over long ago and used as an airport for all of Southern California. So much land still sits unused while communities that have been established for years and years shoulder the entire air traffic for 50+ miles in either direction. The lion's share of growth in Orange County is not in Newport Beach - but in the areas surrounding the El Toro base and yet we provide the transportation hub for those new residents. ENOUGH IS ENOUGH!!!!!!!!!!!!!!!! Please do your jobs as well and represent the people, not the corporations that stand to make millions off this expansion. Thank you,

Kristin Jackson
2115 Leeward Lane
Newport Beach, CA 92660
(714) 293-0037
Hello, Please, please, please, please, please stop expanding JWA. JWA does not need a new terminal for international travelers flying privately nor larger hangers for those bigger, private jets that plan on flying 24/7. JWA DOES NOT NEED TO BE EVERYTHING TO EVERYONE IN OC!!! Please vote for Alternative #3, Alternative #1 & #2 are not even close to being in the best interest of anyone in Orange County. I have lived in east buff for 10 years and I cannot believe what the city, county, state and feds have done to the communities that fall under the flight path. The amount of soot and never ending noise is out of control, not to mention the impact on all of our property values in the area. Lower property values = less revenue for all of your districts. The amount of soot and never ending noise is crazy. It boggles the mind that El Toro or Camp Pendleton was not taken over long ago and used as an airport for all of Southern California. I drove by both areas the other day and so much land still sits unused while communities that have been established for years and years and years shoulder the entire air traffic for 50+ miles in either direction. Please have some compassion for us and put a cap on that airport. ENOUGH IS ENOUGH!!!!!!!!!!!!!!!!!!!! Jeff Herdman, our NB City Councilman is doing an outstanding job of representing us, please do your jobs as well and represent the people, not the corporations that stand to make millions off this expansion.

Mike Mollett
671 vista bonita
Mikemollett2@msn.com
Good evening,

My wife and three young children (5 mo, 5 years, and 9 years) are local residents of Newport Beach. We desperately ask that you minimize the harm done to our community and local families like ours with the increased flight pollution and noise, and vote to only make the minimally mandated FAA infrastructure changes. The proposed GAIP, especially alternatives #1 and #2, will only increase all of the noise and pollution for families like mine and more specifically our children. My children attend Newport Elementary and are already subject to far too much airplane noise and pollution being under the commercial flight path. PLEASE help us and send a message that the health and well being of our communities and young children are far more important than “for-profit” charter jets. Please vote to only make the minimally mandated FAA infrastructure changes, as to not destroy this very special place we all get to share!

Ms. Lopez, Could you please forward this to John Clarey, Chair (5th District); Lee M. Lowrey, Vice Chair (2nd District); Angie R. Cano (1st District); Bruce B. Junor (3rd District) and David Bailey (4th District).

Thank you for your consideration and representation,

Victor Poma
(951) 818-4188
vpoma@pomafitness.com
Hello,

Please, please, please, please, please stop expanding JWA. JWA does not need a new terminal for international travelers flying privately nor larger hangers for those bigger, private jets that plan on flying 24/7. JWA DOES NOT NEED TO BE EVERYTHING TO EVERYONE IN OC!!! Please vote for Alternative #3, Alternative #1 & #2 are not even close to being in the best interest of anyone in Orange County.

I have lived in Dover Shores for 35 years and I cannot believe what the city, county, state and feds have done to the communities that fall under the flight path. The amount of soot and never ending noise is out of control, not to mention the impact on all of our property values in the area. Lower property values = less revenue for all of your districts.

The amount of soot and never ending noise is crazy. It boggles the mind that El Toro or Camp Pendleton was not taken over long ago and used as an airport for all of Southern California. I drove by both areas the other day and so much land still sits unused while communities that have been established for years and years shoulder the entire air traffic for 50+ miles in either direction.

Please have some compassion for us and put a cap on that airport.

ENOUGH IS ENOUGH!!!!!!!!!!!!!!!!!!!! Please do your jobs and represent the people, not the corporations that stand to make billions off this expansion.

Alison Schweitzer

1 Cape Woodbury

Newport Beach, CA 92660

949-2743560
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As 30 year residents in Eastbluff/Newport Beach my husband and I would appreciate your airport vote in favor of option #3.

Virginia and Tony Tadjalli
2749 Alta Vista Dr,
Newport Beach, ca 92660
From: Anita Brown <anitahbrown@gmail.com>
Sent: Tuesday, April 23, 2019 7:06 AM
To: Lopez, Aida [JWA]
Subject: Request for Meeting with Commissioners

CAANP (Citizens Addressing Airport Noise & Pollution) is an Orange County grass roots group whose members are well versed in the issues at JWA.

We are hereby requesting an in-person meeting between the Commissioners and a few members of our group to give us an opportunity to explain our reasons for opposing GAIP.

Please contact me at the email below to arrange a meeting before the scheduled May 1 vote.

Thank you.
Anita Brown
anitahbrown@gmail.com
NO!

Sent from Mail for Windows 10
From: Bill Frederickson <frederickson@sbcglobal.net>
Sent: Tuesday, April 23, 2019 5:45 PM
To: Lopez, Aida [JWA]
Subject: General Aviation. GAIP

The Orange County Airport Commissioners: John Clarey, Chair (5th District); Lee M. Lowrey, Vice Chair (2nd District); Angie R. Cano (1st District); Bruce B. Junor (3rd District) and David Bailey (4th District)
C/O A Lopez,

As a resident of Newport Beach for fifty years I have been concerned about the airport growth, which thankfully, has been controlled by the airport agreements going back to the beginning of the expansion. The pending General Aviation proposed upgrade will certainly have a very negative affect on our community in a number of ways. The hours of operation are not under the airport curfew and these jets, both private and for hire, will have no curfew controls at all. There are also no controls over the flight paths such as the controls over the Commercial Aviation. The fallout from these small jets will just add to the heavy contamination that comes from the Commercial air traffic. Furthermore these additional flights will negatively add to the environmental impact which has an unhealthy impact on our residents. Our property values have been negatively impacted and this would surely be compounded with the addition of increased General Aviation flights. Newport Beach residents have coexisted with the airport for many years but this proposed expansion is something that cannot be tolerated by our city’s residents. Additionally, these General Aviation flights do NOT have TSA screening or customs control and they are flying directly over citizen’s homes.

Therefore the only plan that will be acceptable to the citizens of Newport Beach is GAIP plan three which will bring the airport up to FAA standards without improvements that would result in further aviation growth. The future growth of the airport in any way is unacceptable!

Bill and Debbie Frederickson
1433 Santiago Dr
Newport Beach 92660
Dear Orange County Supervisors:

The increase in Noise and Air Pollution has reached a level that is already affecting the health and well-being of Newport Beach residents. The General Aviation “improvement” plan would result in more flights, more noise, more pollution, etc....

PLEASE DO NOT APPROVE THIS EXPANSION DISGUISED AS IMPROVEMENT!

Respectfully,

Margo and Bill O’Connor
90 Linda Isle
Newport Beach, Ca 92660
Greetings all – I would like to voice my support for Alternative #3 to the GAIP. I am opposed to Alternative #1. I hope you will favor the peaceful enjoyment of our homes at night, especially those of us with school-age children, over business interests.

I live at 2655 Basswood Street in Newport Beach.

Regards,

Ryan O'Grady
Chief Executive Officer
ROW Asset Management
450 Newport Center Drive
Newport Beach, CA 92660
(949) 478 8301
www.rowam.com

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Dear OC Airport Commissioners Clarey, Lowrey, Cano, Junor, and Bailey:

The expansion of John Wayne airport in any manner than option 3 will have grave effects on the health and wellbeing of the Orange County residents because of the ongoing effects of these 24/7 flights. We urge you to recommend option 3.

Pro-expansion groups suggest additional flights might improve business in Orange County. However, according to The Economist Magazine, "a growing volume of research suggests that flying the boss privately is often a waste of money for shareholders. One analysis, by ICF, a consultancy, found that the jets are often used to fly to places where corporate titans are more likely to have holiday homes than business meetings... A study by David Yermack of NYU Stern School of Business found that returns to investors in firms that allow such flights are 4% lower per year than in other companies. Users of such planes are also more likely to commit fraud: a careless attitude to other people’s money sometimes shades into outright criminality."

Further, “The environmental effects of corporate jets are dire. A half-full jet produces ten times as much in carbon emissions per passenger as a full flight. New business jets under development will make that a lot worse. On one estimate, their emissions will be five to seven times higher than for today’s models. Amazingly, these emissions are largely unregulated. All in all, private planes could produce 4% of American emissions by 2050 compared with 0.9% today." (The Economist 3/7/19.) These emissions will fall most heavily on Orange County residents because dangerous particulate matter will be captured in the lower atmospheres where take off and landing occurs.

We did not purchase our home near an airport as we live in South Laguna Beach. Yet, because of the PIGGIN NextGen flightpath, we now live under a “highway” in the sky.” We note that currently many private jets use the PIGGIN waypoint, and we fear private jets might be flying this 24/7, disrupting the our health and productivity in fiction writing, medicine, and our children’s academic pursuits at St. Margaret’s Episcopal School, the same school as Chairman Clarey’s.

The OC Airport Commission should carefully and conscientiously consider the ramifications on constituents before acting with careless attitudes while spending other people’s money. Please choose option 3 for the SNA update.

Sincerely,
Joyce Weatherford
James Cushing MD
MELANOMA PROGRAM

Kim James Charney M. D.

Director

Surgical Oncology

April 24, 2019

Sent Via email: alopez@ocair.com

Orange County Airport Commissioners

John Clarey, Chair
(5th District)

Lowrey, Vice Chair
(2nd District)

(a 1st District)

e B. Junor
(3rd District)

Bailey (4th District)
Dear Commissioner Bailey:

I am a Surgical Oncologist and have been a resident of Dover Shores for 42 years. I am very concerned about the course that JWA is taking. My neighborhood is being seriously impacted by noise and pollution from low flying jets, both commercial and private.

I am most concerned about the carcinogenic pollutants to which the people of Newport Beach are being exposed. I recommend that a medical environmental impact report be developed to assess the extent of medical damage caused to people impacted by air traffic. This could have profound influence on the decisions being made by the airport, city, county, and FAA.

I request that you consider this, now, when voting on the proposed GAIP and make a meaningful effort to stop the flight expansion of JWA sought by large general aviation jets. And, I further request that you preserve the intent behind the current curfew by imposing serious limitations on nighttime general aviation flights and the number of private and corporate jets that will be permitted to replace the existing fleet of general aviation planes.

Sincerely,

Kim James Charney, M. D.

bldvesl@aol.com

1140 West La Veta
Suite 620
Orange, CA 92868-4228

Phone 714-550-0600
Fax 714-550-9307
MELANOMA PROGRAM

Kim James Charney M. D.

Director

Surgical Oncology

April 24, 2019

Sent Via email: alopez@ocair.com

Orange County Airport Commissioners

John Clarey, Chair
(5th District)
Lowrey, Vice Chair
(2nd District)
(1st District)
e B. Junor
(3rd District)
Bailey (4th District)

Lee M.
Angie R. Cano
Bruc
David
Dear Commissioner Cano:

I am a Surgical Oncologist and have been a resident of Dover Shores for 42 years. I am very concerned about the course that JWA is taking. My neighborhood is being seriously impacted by noise and pollution from low flying jets, both commercial and private.

I am most concerned about the carcinogenic pollutants to which the people of Newport Beach are being exposed. I recommend that a medical environmental impact report be developed to assess the extent of medical damage caused to people impacted by air traffic. This could have profound influence on the decisions being made by the airport, city, county, and FAA.

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Sincerely,

Kim James Charney, M. D.

bldvesl@aol.com

1140 West La Veta
Suite 620
Orange, CA 92868-4228
From: Kim Charney <bldvesl@aol.com>
Sent: Wednesday, April 24, 2019 4:33 PM
To: Lopez, Aida [JWA]
Subject: John Wayne Airport

MELANOMA PROGRAM

Kim James Charney M. D.
Director

Surgical Oncology

April 24, 2019

Sent Via email: alopez@ocair.com

Orange County Airport Commissioners

John Clarey, Chair
(5th District)
Lowrey, Vice Chair
(2nd District)
(1st District)
e B. Junor
(3rd District)
Bailey (4th District)
Dear Commissioner Lowrey:

I am a Surgical Oncologist and have been a resident of Dover Shores for 42 years. I am very concerned about the course that JWA is taking. My neighborhood is being seriously impacted by noise and pollution from low flying jets, both commercial and private.

I am most concerned about the carcinogenic pollutants to which the people of Newport Beach are being exposed. I recommend that a medical environmental impact report be developed to assess the extent of medical damage caused to people impacted by air traffic. This could have profound influence on the decisions being made by the airport, city, county, and FAA.

I request that you consider this, now, when voting on the proposed GAIP and make a meaningful effort to stop the flight expansion of JWA sought by large general aviation jets. And, I further request that you preserve the intent behind the current curfew by imposing serious limitations on nighttime general aviation flights and the number of private and corporate jets that will be permitted to replace the existing fleet of general aviation planes.

Sincerely,

Kim James Charney, M. D.

bldvesl@aol.com

1140 West La Veta                                                  Phone 714-550-0600
Suite 620                                                              Fax 714-550-9307
Orange, CA 92868-4228
MELANOMA PROGRAM

Kim James Charney M. D.
Director
Surgical Oncology

April 24, 2019

Sent Via email: alopez@ocair.com

Orange County Airport Commissioners

John Clarey, Chair
(5th District)
Lowrey, Vice Chair
(2nd District)
(1st District)
e B. Junor
(3rd District)
Bailey (4th District)

Lee M.
Angie R. Cano
Bruc
David

Dear Commissioner Clarey:
I am a Surgical Oncologist and have been a resident of Dover Shores for 42 years. I am very concerned about the course that JWA is taking. My neighborhood is being seriously impacted by noise and pollution from low flying jets, both commercial and private.

I am most concerned about the carcinogenic pollutants to which the people of Newport Beach are being exposed. I recommend that a medical environmental impact report be developed to assess the extent of medical damage caused to people impacted by air traffic. This could have profound influence on the decisions being made by the airport, city, county, and FAA.

I request that you consider this, now, when voting on the proposed GAIP and make a meaningful effort to stop the flight expansion of JWA sought by large general aviation jets. And, I further request that you preserve the intent behind the current curfew by imposing serious limitations on nighttime general aviation flights and the number of private and corporate jets that will be permitted to replace the existing fleet of general aviation planes.

Sincerely,

Kim James Charney, M. D.

bldvesl@aol.com

1140 West La Veta
Suite 620
Orange, CA 92868-4228

Phone 714-550-0600
Fax 714-550-9307
MELANOMA PROGRAM

Kim James Charney M. D.
Director
Surgical Oncology

April 24, 2019

Sent Via email: alopez@ocair.com

Orange County Airport Commissioners

John Clarey, Chair
(5th District)
Lowrey, Vice Chair
(2nd District)
(1st District)
e B. Junor
(3rd District)
Bailey (4th District)

Lee M.
Angie R. Cano
Bruc
David
Dear Commissioner Junor:

I am a Surgical Oncologist and have been a resident of Dover Shores for 42 years. I am very concerned about the course that JWA is taking. My neighborhood is being seriously impacted by noise and pollution from low flying jets, both commercial and private.

I am most concerned about the carcinogenic pollutants to which the people of Newport Beach are being exposed. I recommend that a medical environmental impact report be developed to assess the extent of medical damage caused to people impacted by air traffic. This could have profound influence on the decisions being made by the airport, city, county, and FAA.

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Sincerely,

Kim James Charney, M. D.

bldvesl@aol.com

1140 West La Veta
Suite 620
Orange, CA 92868-4228

Phone 714-550-0600
Fax 714-550-9307
Hello,

Please stop expanding JWA. JWA does not need a new terminal for international travelers flying privately, nor larger hangers for (larger) private jets that plan on flying all hours day/night. I urge you to please vote for Alternative #3. Alternatives #1 & #2 are not in the best interest of local Orange County residents.

I am a proud Newport Beach resident, that lives in Dover Shores with my husband and 2 young children. We are saddened and disappointed to see what the city, county, state and feds have allowed to be done to the communities that fall under the JWA flight path. The amount of soot and constant noise is already extremely disruptive to everyday life. The thought of an increase in traffic to/from JWA is alarming. Especially when the imminent danger to our environment and health has not adequately been researched/taken into consideration.

Please do your best to represent the people, not the corporations that stand to make millions off this expansion. Have compassion, respect, and support for the local citizens impacted by your votes, and put a cap on the JWA airport. Thank you for your time.

Kind Regards,

Lisa Childs

Home Address:
1833 Toyon Lane
Newport Beach, CA 92660

Lisa Childs
VP Administration

1852 Langley Ave | Irvine, CA 92614
p. 949.252.1186 | f. 949.252.1172
lisa@cpparks.com | www.cpparks.com
From: Bernice Devries <bernice@kastellgroup.com>
Sent: Wednesday, April 24, 2019 12:06 PM
To: Lopez, Aida [JWA]
Subject: Please Say No To Orange County Airport Expansion

John Clarey, Chair (5th District); Lee M. Lowrey, Vice Chair (2nd District); Angie R. Cano (1st District); Bruce B. Junor (3rd District) and David Bailey (4th District)

I am a single mother of 2 girls and I live in Dover Shores. I bought my home in 2002 and we love it. Because my funds generally go to raising my girls, sports, education and housing the majority of my possible retirement is in the equity of my home. If the airport is expanded it would directly effect my family’s quality of life both immediately and long term through decreasing property values.

Enough is enough! I'm a real estate broker that works from home and deal daily with the jet noise. Should the airport expand with more flights and longer hours it would impact my ability to sleep, work and be the productive citizen of Newport Beach that I am today.

Ask yourself, if you and your family lived in Dover Shores would you approve expansion? I think not. There’s no need to expand. The ultra elite can fly out in their private jets during normal business hours. There are plenty of commercial flights now to serve the general public. Just leave things alone!

Please consider the impact on others that your vote will have and vote like you live here.

Appreciate your consideration.

Bernice DeVries
Broker
Kastell Real Estate Group
DRE #01276952
Mobile 714-488-9381 Office 866-336-0005
WWW.KASTELLGROUP.COM

Check out my Zillow profile
https://www.zillow.com/profile/Bernice-DeVries/
Dear OC Airport Commissioners,

Mark and I want to let you know that we fully support maintaining the quality of life in the Newport Beach area through the limitation of the proposed expansion of General Aviation facilities (GAIP) at John Wayne Airport. As you must know, the increase in commercial air traffic over the past two-three years has significantly increased. Such increase has led to a decrease in the use and enjoyment of our homes and businesses that reside in your district. Besides the increased noise at all hours of the day and night, increased soot can be seen on our window sills, cars, driveways, and outdoor furniture. I suffer from pulmonary issues and am confident that my condition is exacerbated by the increase in pollutants in the air I breathe. Mark and I are in agreement that Alternative 3 as proposed, will present the least intrusive alternative to the continued enjoyment of our real properties and protected wildlife. Thank you for your consideration of our position.

Best,

Geri and Mark Frazier

Geri Craft Frazier, J.D.
Certified Educational Planner (CEP)
Professional Member, IECA
Member of NACAC, WACAC, HECA

Frazier College Admissions Counseling
1215 Nottingham Road
Newport Beach, CA 92660
Phone: 949.922.2991

Certified Practitioner: Myers-Briggs Type Indicator and Strong Interest Inventory

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Hello, Please, please, please, please, please stop expanding JWA. JWA does not need a new terminal for international travelers flying privately nor larger hangers for those bigger, private jets that plan on flying 24/7. JWA DOES NOT NEED TO BE EVERYTHING TO EVERYONE IN OC!!! Please vote for Alternative #3, Alternative #1 & #2 are not even close to being in the best interest of anyone in Orange County. I have lived in Dover Shores for 35 years and I cannot believe what the city, county, state and feds have done to the communities that fall under the flight path. The amount of soot and never ending noise is out of control, not to mention the impact on all of our property values in the area. Lower property values = less revenue for all of your districts. The amount of soot and never ending noise is crazy. It boggles the mind that El Toro or Camp Pendleton was not taken over long ago and used as an airport for all of Southern California. I drove by both areas the other day and so much land still sits unused while communities that have been established for years and years and years shoulder the entire air traffic for 50+ miles in either direction. Please have some compassion for us and put a cap on that airport. ENOUGH IS ENOUGH!!!!!!!!!!!!!!!! Jeff Herdman, our NB City Councilman is doing an outstanding job of representing us, please do your jobs as well and represent the people, not the corporations that stand to make millions off this expansion.

Thank youm
Julie Hovnanian
305 Anderson Lane
Costa Mesa, CA 92627
949.300.3271
We don’t want expansion of general aviation business jet services that can fly 24/7.

It’s time you consider the health and well-being of people living in Newport Beach and the corridor cities over commercial gain through expanding JWA, including through increasing general aviation business jet services.

We have security concerns over the County’s proposal to grow the corporate and “for hire” jet services and international travel with jets traveling at hours convenient to these passengers, regardless of the hour.

Any changes at JWA should be limited solely to those mandated by the FAA and NOTHING more! JWA IS BIG ENOUGH!

I have had enough of anxiety because of these airport expansion concerns and THIS HAS TO STOP!!!!!!!

Make the right decision for the PEOPLE, not the MONEY!
Dear Orange County Airport Commissioners,

I’m writing regarding the proposed JWA General Aviation Improvement Project (GAIP). Those of us who live near the airport already have to put up with significant noise and air pollution. Changes to the airport infrastructure that result in increased jet traffic, private or otherwise, is unacceptable. Adding private jet accommodations and a customs clearance option will increase jet traffic and should not be pursued. This jet traffic is particularly concerning as it is not subject to the curfew affecting commercial jets.

I urge you to prioritize the quality of life of the tens of thousands of people living near the airport over the convenience of the few hundred private jet customers who would benefit from this. There is no value to the broader community associated with choosing GAIP Alternatives 1 or 2. The airport doesn’t need the revenue but the community does need less noise and air pollution. Of the GAIP options on the table I urge you to recommend Alternative 3.

Sincerely,

Carey L. O’Bryan IV, MD
Newport Heart Medical Group
415 Old Newport Blvd, Suite 200
Newport Beach, CA 92663
Phone: (949) 548-9611
Fax: (949) 548-9958
careyobryan@newporthearth.com
www.newporthearth.com
From: Tom Worth <tomworth1@gmail.com>
Sent: Wednesday, April 24, 2019 6:42 PM
To: Lopez, Aida [JWA]
Subject: Airport alternatives

Please pass on my message to all concerned/decision makers. Thank you.
I realize I am just one voice on this issue. I have lived at 2069 Vista Del Oro for 6 years. The noise from the new flight paths are extremely noisy by comparison to my first years living here. Now more changes that make this situation grow worse. Please understand our reduced quality of life by recent flight path changes and avoid even more noise. It effects our stress level and really impacts our investment in our home. Please add my voice to all the rest that implore you vote alternative one.
Thomas & Sheri Worth
949-371-7793

Sent from my iPhone
Dear Commissioners,

Few persons have the opportunity to choose how they will be judged by history; but you do.

You have a chance to make a great impact on the lives of the citizens of Orange County, and the entire planet. Private jets, and the few passengers they carry are less green than a forest fire. A trip to NYC on a private jet could generate over 10,000 lbs. of CO2 per passenger. Jet engines convert breathable oxygen into CO2. At take-off, a jet can use over 200 gallons of fuel just while over Newport Beach.

It is terribly irresponsible to the environment use a 100,000-pound aircraft with a capacity of only 1,800 lbs. in passengers and luggage. Many private jets weigh much more and emit far greater pollution. It is incredibly harmful to my community and our entire planet.

It is likewise terribly selfish for six rich people in a private jet to fly out in the middle of the night and wake-up thousands of persons in our community.

I also am concerned that the Committee is using an out-of-date obsolete environmental report to make a decision that will harm so many people; all for the sake of a few wealthy people who insist on flying in a private jet. The report does not consider the flight path change (Nextgen), the greater than 1.200% increase in private jet operations (post report), and the significant private jet contract entered into by the airport. Notably, I believe that all proposed plans violate Proposition 65 notice requirements.

Your vote matters. Your decision will have a major impact on the community and the planet. Your vote could add millions of tons of CO2 while taking away even more oxygen. You also have the power to cause more pollution than most people throughout world history. Your vote will impact your family and children. Private jets are selfish loud non-green monsters that destroy the planet for a few rich people who only care about themselves.

How you are judged in history is now up to you. I am certain that a decision to add millions of tons of pollution to the globe will be remembered as a terrible mark against our planet.

JWA should stop all late-night operations and all private jet operations. Save the elitist passengers, there is no positive impact from private jets on our community or our planet.

Thank you.

Cameron Jolly

1201 Nottingham
Dear OC Supervisors,

I am writing to request you delay your vote on the John Wayne General Aviation Improvement Plan and consider a Fourth Alternative that would include only for meeting FAA safety compliance and for No Expansion and No Increase of any operational capacity, facilities, infrastructure, flight operations or other commercial improvements that would adversely impact the surrounding environment & community.

In support of this recommendation please consider the following comments & justification:

1. Among the multiple stakeholders of the JWA GAIP are Orange County Taxpayers living in the flight paths of JWA. There are trade offs between increasing revenue and fees from more General Aviation versus the adverse impacts on quality of life of the your affected taxpayers. Property taxes of affected taxpayers should be reduced to the extent of the new incremental GAIP revenue and fees to accommodate for the reduction in quality of life of the affected taxpayers from 24/7 GA operation. Expansion and increase of JWA operations cannot continue unabated and unmitigated without adverse impact to the tax base.

2. Clearly there is much push back from the affected residents in the flight paths based on the attendance at the recent townhall and correspondence being sent to you. Prudence would indicate that a delay in finalizing the preferred option is warranted to ensure all factors have been considered, all viable options identified/analyzed and effectively communicated.

3. OC Supervisors for Districts that do not include JWA (e.g. Districts other than District 2) should be aware of the adverse impacts from JWA and that these impacts materially affect the quality of life of Orange County citizens. JWA is a shared asset of Orange County and brings many benefits, but the costs should not be focused solely to District 2 residents. More consideration should be given to this based on the highly mixed reaction the GAIP proposal is receiving.

4. Consideration should be given to implementing a curfew for General Aviation to offset the adverse environmental impact of increased flight operations during night time hours.

5. My understanding is that GAIP Alternative # 3 specifies the least facility improvement among considered alternatives but still allows very significant increase of flight operations. More explanation and public communication of this alternative is warranted, especially how adverse impacts are mitigated.

6. Some delay to better consider stakeholder input and concerns and discuss mitigations is warranted in the interest of decision quality.
7. Although the JWA GAIP seems to have CEQA approval, based on the public reaction to this proposal, it could be fairly questioned whether the CEQA process was adequate. Perhaps more communication on this point would help.

Please consider my recommendation. The favor of a reply is requested.

Sincerely Yours,

Peter Martin
Dear Members of the Board of Supervisors and Airport Commissioners,

I am writing to voice my concerns over the new proposed improvements and expansions at John Wayne Airport. As a longtime Costa Mesa resident, I support only the necessary improvements to bring JWA into FAA standards. Nothing further.

I do NOT support Alternatives 1 or 2.

I DO support Alternative 3.

Please do not approve any plan that would result in increased air traffic, international flights, or louder and larger planes.

Thank you

Susan J. Sampson
487 Magnolia Street
Costa Mesa, CA 92627
Dear officials:

We are opposed to expanding John Wayne Airport, and we urge you to vote for Alternative #3. Alternatives #1 & #2 are not even close to being in the best interest of the residents of Orange County.

John Wayne Airport does not need a new terminal for international travelers flying privately, nor does it need larger hangers for those bigger private jets that plan on flying 24/7. Our local airport does not need to be everything to everyone in Orange County.

We have lived on Balboa peninsula for over 20 years. When planes fly over us, the noise level and amount of soot are excessive and affect our quality of life. We believe that these factors impact our health and lower property values, which results in lowering revenue for all your districts. Years ago, our community voted to have the former El Toro military airport used as an airport for all of southern California, which would have been a better alternative than having high density communities that have been established for years and years shoulder air traffic for 50+ miles in either direction. As you know, the residents of south Orange County managed to defeat this proposal.

We have supported Air Fair and the Airport Working Group for many years in their attempts to limit the number of flights and their noise level, and we feel strongly that enough is enough.

We sincerely hope that you will listen to our concerns and do the job you are charged with, to represent the people, not the corporations that stand to make millions off this expansion.

David and Patricia Lamb
801 Via Lido Soud
Newport Beach, CA 92663
949 675 4406
Ladies and Gentlemen,

We are opposed to expanding John Wayne Airport, and we urge you to vote for Alternative #3. Alternatives #1 & #2 are not even close to being in the best interest of the residents of Orange County.

John Wayne Airport does not need a new terminal for international travelers flying privately, nor does it need larger hangers for those bigger private jets that plan on flying 24/7. Our local airport does not need to be everything to everyone in Orange County.

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We sincerely hope that you will listen to our concerns and do the job you are charged with, to represent the people, not the corporations that stand to make millions off this expansion.

David Lamb
Stratham Homes
2201 Dupont Drive, Suite 300
Irvine, Ca 92612
949-833-1554 Ext 2228
Cell: 949-315-1113
Dear Orange County Airport Commissioners, John Clarey, Lee M. Lowrey, Angie R. Cano, Bruce B. junor, and David Bailey,

With regard to the GAIP, My wife and I strongly support Alternative #3, and are vehemently against the other Alternatives.

Sincerely,

Dr. Brian Alters, PhD
309 Signal Rd
Newport Beach, CA 92663
Dear Orange County Airport Commissioners, John Clarey, Lee M. Lowrey, Angie R. Cano, Bruce B. Junor, and David Bailey,

With regard to the GAIP, My husband and I strongly support Alternative #3, and are vehemently against the other Alternatives.

Sincerely,
Dr. Kimberly BeDell, M.D.
309 Signal Rd
Newport Beach, CA 92663
Dear Orange County Airport Commissioners, John Clarey, Lee M. Lowrey, Angie R. Cano, Bruce B. Junor, and David Bailey,

With regard to the GAIP, I strongly support Alternative #3, and am against the other Alternatives.

Sincerely,

Dr. Dawn Hunter
436 Morning Canyon Road
Corona Del Mar, CA 92625

Sent from my iPhone
Dear Ms. Lopez:

I have attached a letter that I prepared for the Orange County Airport Commissioners.

Please forward my letter to each of the commissioners. I have put a great deal of thought into my letter and spent appreciable time preparing it. I would greatly appreciate it if you forward it them today.

Thank you very much!

Best Regards,
Beverly Moosmann
May 30, 2019

Sent Via Email: alopez@ocair.com

Orange County Airport Commissioners John Clarey, Lee M. Lowrey, Angie R. Cano, Bruce B. Junor and David Baily

Eddie Martin Administration Building
3160 Airway Avenue
Costa Mesa, CA 92626

Re: Proposed General Aviation Improvement Plan

Dear Commissioners Clarey, Lowrey, Cano, Junor and Baily:

As a 40-year resident of Newport Beach, I am very concerned about my community and the other cities that have been so incredibly impacted by John Wayne Airport, especially since the implementation of the FAA’s NextGen, which now directs a continuing stream of much lower flying, noisy and polluting jets over much of Newport Beach and the corridor cities. After south Orange County successfully stopped the development of El Toro Marine Base as an alternative site for the airport, Newport Beach and the corridor cities have had to bear the full brunt of the ever-expanding JWA.

At a time when the County should be trying to help those impacted by the increased burden caused by NextGen, the County appears more interested in creating a new burden through its plan to “improve” JWA. The County’s plan will result in a dramatic increase in business jet flights operating 24/7 that will only increase the noise and pollution we now endure and will further diminish the quality of life that we once enjoyed. What is particularly troubling about the County’s plan is that it will not benefit most Orange County residents or the average traveler who uses JWA, but rather it will further develop private aviation services that cater to the convenience of a very privileged few who can afford these services at a very high cost to those of us who live beneath or near the flight paths they will be using. Although these privileged few can afford these luxurious flights without the hassle of TSA, I ask you, what price do the rest of us have to pay? Accordingly to current university research, there is a strong connection between jet exhaust pollution and serious health issues, as there is with jet noise as the cause of sleep deprivation, stress, anxiety, learning and hearing issues. See:

https://envhealthcenters.usc.edu/2019/02/ultrafine-particle-pollution-lax.html;
If you feel compelled to vote on one of the proposed alternatives, I encourage your approval of Alternative 3, which appears to be the most limited option that has been proposed. Although it is safe to assume that most JWA-impacted cities would prefer the status quo, without any change, whatsoever, according to Newport Beach Aviation Consultant Tom Edwards, Esq., that may not be an option. More specifically, based on comments made by Mr. Edwards during his November 5, 2018 presentation before the Newport Beach Aviation Committee, because the FAA has mandated certain corrections of non-standard design features at JWA, the “No Project Alternative” is not an option. Based thereon, I support Alternative 3; however, ONLY, with the following CONDITIONS that reflect my concerns:

1. **Limit The Number Of And The Noise Levels Of GA Corporate, Charter and On-Demand Jets (hereinafter “Biz Jets”) Using JWA During Curfew Hours:** One of the biggest concerns of Orange County residents impacted by JWA is that GA Biz Jets will fly over or near our homes during curfew hours. As stated above, since the implementation of the FAA’s NextGen program, residents in many JWA-impacted communities have had to bear the burden of growing numbers of lower flying, loud and polluting commercial aircraft, starting at 7:00 a.m. and ending at 10:00 p.m. The only relief has been the curfew; however, under the proposed GAIP, the county acknowledges there will be an increase in GA jet traffic and it is unrealistic to believe that this will not include an increase in curfew-hour flights by GA Biz Jets. The question is how can such limitations be imposed? I respectfully submit the following:
   a. **Enforce The Existing Curfew On GA Biz Jets:** It is arguable that when the 1985 Settlement Agreement was negotiated, given the GA mix at JWA at the time (mostly Cessna, Beechcraft or other small prop type planes) that it was never anticipated that 33 years later there would be such a large influx of GA Biz Jets at JWA, many of which are as large and noisy as commercial aircraft. The current and increasing influx of GA Biz Jets, which can fly 24/7, is arguably diminishing the intended protections of the residents of Newport Beach under the 1985 Settlement Agreement. Accordingly, the curfew should be extended to include GA Biz Jets.
   b. **Cap The Number Of GA Biz Jets To The Assumptions Made in the DEIR:** Although this would not directly limit nighttime/curfew-hour flights, it would at least cap the number of daily flights, some of which would also encompass nighttime/curfew-hour flights. Without such a cap, there is great concern that the number of GA Biz Jets could grow to an unacceptable number of daily and nighttime flights, especially given the planned increases in the number of commercial jets under the Settlement Agreement and the amendments thereof.
   c. **Lower The Noise Limitations On GA Biz Jets Flying During Curfew Hours:** There is currently a noise limitation in place for nighttime GA Biz Jets of roughly 86 decibels at noise monitor 5S (Eastbluff), which is woefully inadequate and fails to consider
the severe impact in noise caused by the difference in noise levels between an 86 decibel fly-over vs. the average nighttime ambient noise level of 35-40 decibels. The difference between 35 and 86 decibels in the middle of the night would be intolerable and should not be allowed.

2. **No Separate GA International Terminal:** As mentioned by Mr. Edwards in the same November 5th presentation, the proposed GAIP includes an “opportunity” for a GA international terminal. I am extremely concerned over security issues that would be created by such an international terminal that would be separate from the existing commercial aircraft terminal that is secured by the TSA. I am concerned that a privately operated international terminal would not provide the requisite level of TSA-provided security, especially given the growing threats of international terrorism, drug and human trafficking. I am further concerned that if such a terminal is built, it will encourage the influx of more international flights to JWA, the potential for more large and noisy jets, more flights during the existing nighttime curfew hours and eventual JWA expansion.

3. **No “Uber-Style” or “On-Demand” GA Charter Jets:** A recent CNBC news program cited numerous abuses and the potential for serious security breaches through these types of services. There were reports of a total lack of security screening of passengers, verbally abusive and disorderly passengers, passengers under the influence of illicit drugs or excessive alcohol and the uncontrolled transportation of drugs and firearms on these flights. Not only does this pose a significant risk to those on such flights, but it also creates a greater risk of harm to people on the ground. This should not be allowed at JWA. See: [https://www.cnbc.com/2019/01/08/jetsmarter-faces-lawsuits-losses-and-security-questions.html?__source=sharebar%7Cfacebook&par=sharebar&fbclid=IwAR3l5pGk0wsLquSHNUoz7mFyv5aC0D4Vb5C2dQVmykGtJRlEUOv62OUUU](https://www.cnbc.com/2019/01/08/jetsmarter-faces-lawsuits-losses-and-security-questions.html?__source=sharebar%7Cfacebook&par=sharebar&fbclid=IwAR3l5pGk0wsLquSHNUoz7mFyv5aC0D4Vb5C2dQVmykGtJRlEUOv62OUUU)

4. **Do Not Eliminate Or Significantly Restrict The Use Of JWA By The Very Small Prop Planes That Have Historically Utilized The Airport:** As indicated on JWA’s own website, “Orange County’s aviation history is deeply rooted in general aviation (private, non-commercial) operations. Aviation pioneer Eddie Martin founded the airfield that ultimately became John Wayne Airport (JWA). From 1923 to 1939, the Airport operated as a privately owned general aviation facility.” It would be wrong, if not discriminatory, to place severe limitations on this class of aircraft at JWA in favor of large corporate, on-demand charter or private jets that only the wealthiest of people are capable of owning or utilizing. Also, to the extent that JWA might argue that it prohibited by the FAA from limiting the numbers of GA biz jet using the airport, it actually can limit these flights if the existing GA fleet is left intact, which will thereby limit the room necessary to facilitate the influx of more large GA biz jets.

In addition to the above, I also believe that the DEIR is critically flawed in many areas. Most notably, the basis for the finding of “No Impact” relative to noise and pollution and the impact on neighborhoods and schools is based on pre-NextGen data. To truly measure the impact of
the proposed GAIP on neighborhoods and schools, the data should have been post-NextGen given the dramatic increase in noise and pollution since its implementation. I further question the number of projected increased flights represented by the County in the DEIR and firmly believe that they are incredibly underestimated. Lastly, the DEIR is flawed in its position that by 2026 the commercial airline fleets will be transitioning to the quieter Boeing 737-Max and the Airbus Neo. This is sheer speculation, especially given the recent grounding of all 737-Max aircraft and cancellation of orders for the 737-Max by several major airlines.

In conclusion, I respectfully request that you weigh and balance the number of people who will actually benefit from the convenience of increasing 24/7 business jet flights and the cost to the rest of us in terms of security, safety, health and quality of life. I further request that you abstain from approving the County’s seriously flawed EIR and that you limit your approval of the GAIP solely to the “improvements” necessary to correct certain non-standard design issues mandated by the FAA or to Alternative 3, with the stated conditions.

Thank you for your consideration of my position on this very important issue that is of deepest concern to Newport Beach and JWA-impacted communities.

Sincerely,

Beverly Blais Moosmann
I am most fervently against any further expansion of JWA. Having lived in Dover Shores over 40 yrs and depending on the flight path du jour having the planes take off and sometimes land over my house (vs over the back bay) and having seen the airport go from a small local community airport to a loud, busy, polluting airport is enough! NO MORE FLIGHTS - NO EXPANSION!!

D. Nance
To whom it may concern: I am a Newport Beach resident and am very concerned about the course that JWA is taking. For the past two years, since implementation of NextGen, my neighborhood has been seriously impacted by noise and pollution from low flying jets coming close to my home. There is a continuous stream of jet traffic over my neighborhood, starting at 7:00 a.m. In fact, between 7:00 a.m. and 7:30 a.m., alone, there are usually about 25 jets that roar over my neighborhood, making it next to impossible to merely listen to the morning news or carry on an uninterrupted conversation with my family. The only relief we currently have is the nighttime curfew and the annual passenger cap, which I understand are now both in jeopardy because of the proposed General Aviation Improvement Project. The displacement of the existing general aviation fleet of small prop planes by large corporate and charter jets that can fly 24/7, as is being proposed, is unacceptable. It is my understanding that with the passage of this plan, the number of private jets roaring over my neighborhood, most of which are as loud as the commercial jets, will dramatically increase and the numbers will continue to grow, including many that will be flying during nighttime curfew hours. Passage of the General Aviation Improvement Project will greatly exacerbate what we are presently enduring and further endanger our health and general well-being, and that of the thousands of children in our neighborhood schools and playing in our parks and on our beaches. My request is that you consider this when voting on the proposed plan and make a meaningful effort to stop the takeover of JWA by large general aviation jets and preserve the intent behind our curfew by imposing serious limitations on nighttime general aviation flights and the number of private and corporate jets that will be permitted to replace the existing fleet of general aviation planes. Sincerely, Debora Robinson
debrobinsonphoto@gmail.com
Dear Mr. Serafini,
Please be empathetic to the homeowners that are already disgusted by the noise, invasion of privacy, pollution and what our quality of life has become. Respectfully, Sandra & Jeff Salai... Dover Shores
Ms. Lopez,

As a resident of Dover Shores and one who lives in the direct, more restricted flight path, I implore you to vote against any expansion at JWA. My husband and I purchased our home 12 plus years ago and worked very hard on our home to conserve costs. Coming from Mass. we literally had three days in which to find a home, so we had no idea we were buying into an air traffic location, yet alone the direct flight path. With the ease of the steep take off and a more narrow flight path, our quality of life is non-existent. The noise and polluting soot is unbearable. We repainted our home last summer, but, because of low flying jets, I have a spotted black residue on the backside of my home, outdoor furniture and on my fruit trees. This is the side exposed to jets. So when I hear the argument that the jets are non-polluting, I want to scream. No one is exempt from this. These toxins are going into our food source and our drinking water. The fact that we get so little rainfall, these toxins build up day after day, year after year. Is this what we want for Newport Beach... one of the most beautiful cities in the world. As I near retirement age, this stress is too much to bear. Please preserve the beauty of our city and limit expansion, Respectfully, Sandy & Jeff Salai
Hello, Please, please, please, please, please stop expanding JWA. JWA does not need a new terminal for international travelers flying privately nor larger hangers for those bigger, private jets that plan on flying 24/7. JWA DOES NOT NEED TO BE EVERYTHING TO EVERYONE IN OC!!! Please vote for Alternative #3, Alternative #1 & #2 are not even close to being in the best interest of anyone in Orange County. I have lived in Dover Shores for 35 years and I cannot believe what the city, county, state and feds have done to the communities that fall under the flight path. The amount of soot and never ending noise is out of control, not to mention the impact on all of our property values in the area. Lower property values = less revenue for all of your districts. The amount of soot and never ending noise is crazy. It boggles the mind that El Toro or Camp Pendleton was not taken over long ago and used as an airport for all of Southern California. I drove by both areas the other day and so much land still sits unused while communities that have been established for years and years and years shoulder the entire air traffic for 50+ miles in either direction. Please have some compassion for us and put a cap on that airport. ENOUGH IS ENOUGH!!!!!!!!!!!!!!!!!!! Jeff Herdman, our NB City Councilman is doing an outstanding job of representing us, please do your jobs as well and represent the people, not the corporations that stand to make millions off this expansion.

Gayden L. Tiss
116 Agate Ave
Newport Beach, CA 92662
Hello, Please, please, please, please, please stop expanding JWA. JWA does not need a new terminal for international travelers flying privately nor larger hangers for those bigger, private jets that plan on flying 24/7. JWA DOES NOT NEED TO BE EVERYTHING TO EVERYONE IN OC!!! Please vote for Alternative #3, Alternative #1 & #2 are not even close to being in the best interest of anyone in Orange County. I have lived in Dover Shores for 35 years and I cannot believe what the city, county, state and feds have done to the communities that fall under the flight path. The amount of soot and never ending noise is out of control, not to mention the impact on all of our property values in the area. Lower property values = less revenue for all of your districts. The amount of soot and never ending noise is crazy. It boggles the mind that El Toro or Camp Pendleton was not taken over long ago and used as an airport for all of Southern California. I drove by both areas the other day and so much land still sits unused while communities that have been established for years and years and years shoulder the entire air traffic for 50+ miles in either direction. Please have some compassion for us and put a cap on that airport. ENOUGH IS ENOUGH!!!!!!!!!!!!!!! Jeff Herdman, our NB City Councilman is doing an outstanding job of representing us, please do your jobs as well and represent the people, not the corporations that stand to make millions off this expansion.

Gayden L. Tiss
116 Agate Ave
Newport Beach, CA 92662
I am writing to voice my opposition to the proposed expansion of JWA.

As homeowners and as parents our concerns for the proposed expansion of JWA are significant. The current status of JWA operations already expose all of us to a steady flow of “negatives” associated with being on the flight path of JWA. The notion of increasing these “negatives” by allowing the expansion of JWA either through Alternatives #1 or #2 is unconscionable!
As tax payers and homeowners in Orange County the ONLY reasonable Alternative is #3....we urge you to represent all of us fairly and with the best interests of protecting all of our families and vote ONLY for Alternative #3.

We thank you for your time and consideration.

Karen and Joe Walsh
1423 Newporter Way
Newport Beach, CA
92660

KWalsh7814@aol.com
Sent from my iPhone
Dear Commissioners:

I am a long time Newport Beach resident /property owner and am very concerned about recent developments at John Wayne Airport. Since NextGen, the narrow corridor of low-flying jets has seriously impacted the quality of life in my neighborhood. Although the noise is unbearable, I am even more concerned about the impact of the noise and pollution on my health and that of my family. Numerous studies conducted by leading universities have established a link between jet noise and pollution and serious health issues.

The only relief we currently have is the nighttime curfew and limits on daily commercial flights and annual passengers. These protections are now in jeopardy because of the County’s proposed GAIP. Instead of trying to help its residents impacted by excessive noise and pollution, it appears that the County is doing the opposite and is ready to make it worse through expanding GA jet services that can fly 24/7. It is time for the County to prioritize the health and well-being of thousands of its residents over any expansion of JWA GA jet services.

I am strongly opposed to the County’s plan to displace small prop planes housed at JWA to make room for more corporate and “for hire” charter jets. I am opposed to any plan to build new terminals and facilities for GA corporate and “for hire” jets. I am opposed to increasing privately run international travel, which will result in added nighttime jet travel and security issues. I am opposed to GA “for hire” jet services such JetSmarter and other Uber-type air services, which will have minimal or no security as compared to regular commercial flights. I am opposed to the expansion of GA jet services for the convenience of the privileged few at the unacceptable cost to thousands of people living in JWA-impacted communities.

The airport staff’s recent recommendation of Alternative #1 is unacceptable, and if approved, would be the most damaging to all JWA-impacted communities and would greatly exacerbate what we living in these communities must already endure. Please vote to protect the thousands of people living in JWA-impacted communities, including the thousands of children in our neighborhood schools, and limit your approval of JWA modifications ___ to those necessary to satisfy minimal FAA regulations.

Sincerely,
Ann Winthrop
annwinthrop@sbcglobal.net
Dear John Wayne Airport Commissioners:

I very much appreciate your time in reading my letter regarding GAIP. I also can appreciate the fact you are airplane folks and have been working on this for a long time. I am writing in hopes that you will consider recommending Alternative 3 to the Orange County Board of Supervisors. Your recommendation on this matter does affect other residents in Orange County. In addition, your decision (regardless of what the EIR says) will have an environmental impact on the Upper Newport Bay Nature Preserve and Ecological Reserve, as well as the harbors and other bay areas. This is important land that Orange County is charged with protecting. We already have a fantastic commercial airport, one that already has limit increases over time. We do not need more private jet traffic added in the airways above Gentlemen. Just because something can be done, doesn’t necessarily mean it should.

We are well aware that Orange County, the Orange County Board of Supervisors and JWA Commissioners and staff do not have authority over the airspace at JWA – the FAA does. What you do have authority over, by way of your recommendation, is kicking out the smaller, quieter, so called “mom and pop” planes that have been at the airport for decades. You also have authority over building large hangers for larger private jets. You also have authority over building and expanding larger general aviation facilities for private jet companies use at JWA.

I URGE you to please vote for Alternative 3 on the GAIP. I realize some JWA staff may, “people who live in Newport Beach live near an airport, you knew what you were getting yourself into when you moved there.” No, that is not true. Airplane noise was not an issue and I have lived here for the majority of my life. In 2017, the FAA changed the flight paths and some take off maneuvers have been easing over time - creating more noise in different areas throughout Newport Beach. We can’t even bike or walk in the Upper Newport Bay Nature Preserve any longer because of the increased noise. I know you have all of the studies in front of you but I invite you to come and see for yourself how terrible it really has become. The airport also has increased larger private jet use, we hear, since 2018. The studies just don’t match what we’ve seen and experienced. How were both of these changes calculated into the GAIP –EIR? It does not seem like either were factored into the EIR because the EIR was done using information before the FAA changed the flight paths and before more larger jets recently appeared in the skies and at greater frequency.

The bottom line: we already have a first class airport. Newport Beach residents fully understand the 1985 Agreement which allows for commercial expansion over time. Why create even more noise with more large private jets? I realize you reviewing facility upgrades and expansion but, Gentlemen, years from now if you vote on this we’re going to have major increases in larger jets some of which are as noisy as commercial jets. So we the public gets hit both ways with commercial and general aviation.
expansion around the same amount of time, don’t you see? You must understand – Newport Beach residents have accepted the airport as part of living in the area – what we never dreamed would occur was the flight path change in 2017 and larger, noisier private jets in general aviation.

The City of Newport Beach is NOT just for residents of Newport Beach. Many residents from all over Orange County come to enjoy the many parks, beaches, bays and harbors. Please do not cause any further expansion of jet noise increase outside of the 1985 Agreement. We believe that any such recommendation (Alt. 1 or Alt. 2) by you to the Orange County Board of Supervisors is out of line with the spirit of that 1985 Agreement. We also urge you to please keep the curfews in place and very strictly follow the noise rules as they apply to general aviation – possibly putting a cap on the number of flights at night for general aviation.

You have the authority to recommend Alternative 3 which will allow for upgrades the FAA needs, keep the “mom and pop” planes and not further expand general aviation facilities at John Wayne Airport. Newport Beach/Costa Mesa/Irvine tax payers pay more than those private jet company planes and those private jet companies really don’t contribute a substantial amount to the airport’s bottom line profits. So why do it?

Just because you can do something, doesn’t mean you have to. We already have a first class airport. Facility upgrades for a small private few over the desires of many residents and citizens who will be impacted is a terrible idea. I was surprised to learn in some cases airport staff isn’t even aware of a private plane is being used as an “uber”/taxi jet with tickets being directly sold to the public and/or “members.” We really do not need this. We already have public use of the airport and its called commercial aviation not general aviation masquerading as commercial.

We all want to keep beautiful beaches and bays in Orange County and I’m frankly surprised JWA and the County isn’t doing more to protect the Upper Newport Bay Nature Preserve and Ecological Reserve.

Again, please vote for Alternative 3. It is least impactful and we can all continue to be good neighbors to one another. I am really concerned what this beautiful area that we all enjoy is going to look like in the next twenty years if you recommend one of the other Alternatives. As an airplane man I am sure you are reading this thinking, “the dramatic general public.” Nope. We’re just people trying to live in and around our homes in peace Gentlemen. Please just take a moment and really think about this.

Thank you very much for reading, I appreciate you and your staff taking the time. It really is an important issue.
Kind Regards,

Jon B. Patton

Newport Beach, CA

jonbpatton@gmail.com

--

Jon B. Patton
C: 949-478-2576 Newport
C: 310.702.6949 Los Angeles
O: 949.474.2000 Office
April 25, 2019

Orange County Airport Commission
Mr. John Clarey, Chair, Fifth District
Mr. Lee M. Lowrey, Vice Chair, Second District
Ms. Angie R. Cano, First District
Mr. Bruce B. Junor, Third District
Mr. David Bailey, Fourth District
3160 Airway Avenue
Costa Mesa, CA 92626

Re: GAIP – not a good plan

Dear Commissioners,

My Dad got his pilots license there in the 40s. Piper Cubs, Stinsons, Bonanzas etc. I took flying lessons out of Martin Aviation in the sixties. We did not have to worry about jet planes then. Oh, have times changed.

Now, SNA is a mini LAX, albeit a short 5000+ foot one-runway, unable to extend beyond the 405 and 73 freeways. What was once a dirt strip and later also a local part-time drag strip is now the host to millions of commercial airline passengers – every year. Dozens of large jets line up to take off every morning, and they just keep on taking off all day long.

Yes, times have certainly changed. But you don't have to make it worse. You don't have to lobby for increased use of large private jets, such as burgeoning commercial charter jets and corporate jets. You don't have to lobby for new terminals to accommodate even more large private jets.

The traffic out of JWA is truly overpowering. Our little jam packed airport is literally bursting with noise and air pollution. Please, please, please don't make it worse. Take a great big deep breath of the kerosene exhaust fumes and vote NO on new general aviation terminals. The public doesn't need them, doesn't want them and doesn't think they are at all necessary. Only a very few think otherwise. Those few are rich, powerful and persuasive. Think of the men, women and children who make up the other 99% who increasingly endure more and more jets out of JWA – and vote NO!! on the GAIP.

Thanks in advance for resisting the corporate siren songs and doing the right thing for JWA and the citizens of this county.

Sincerely,

Tony Knox
302 Avenida Carlos, Newport
April 25, 2019

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Sincerely,

Tony Knox
302 Avenida Carlos, Newport
AWG talking points and acceptable way forward- Re: JWA GAIP  4/30/2019

- **GAIP Options**, as currently defined in the EIR, are not inclusive of the needs of local impacted communities, schools and neighborhoods.
  - The GAIP identified 4 broad improvement designs plus a “no project” option. The proposed project and Alternatives 1 & 2, as defined in the EIR 627 documents, are far too aggressive in supporting the large business, corporate and charter type fleet owners who operate aircraft that are seriously intrusive on the quality of life of local residents in both noise and pollution.
  - The local community is already impacted by commercial air traffic (over 50,000 commercial departures a year) and large GA jet powered aircraft fly the same departure tracks as commercial aircraft. (Small GA aircraft do not follow these departure tracks and “fan out”, left and right, after takeoff).
  - Local small and medium sized private aircraft owners and users are being pushed offsite to make way for larger jet aircraft. This large group is a founding stakeholder of the airport when built and will not be adequately served by the current GAIP options.
  - “No project” is not a supportable solution due to not mitigating FAA minimum safety requirements.

- **Alternative 3** is the only acceptable GAIP option included in the “current” program alternatives to the community / AWG members (almost 6000 households in our AWG database). This based on the fact that this Alternative is the only one that would not drive an increase in large aircraft activity (and Alt. 3 is supported by the cities of Newport Beach and Costa Mesa).

- **An Alternative 4 option could be supported** if - 1. the design for infrastructure could be developed that supported the small aircraft owner population, which is underserved today with poorly maintained facilities, and, 2- does not increase the large aircraft operation capacity. The So Cal Pilots Association has worked on a potential option for Alternative 4.

- **AWG does not support the addition of the proposed General Aviation Facility (GAF) terminal, under any Alternative**, as it will attract the larger aircraft population and drive a significant increase in transit aircraft operations.

Viable and “fak” next step options- Recommend Alternative 3, or, enter a Motion to establish a 120 day (time boxed) cross stakeholder taskforce group with the charge to meet in workshop sessions to define a broadly acceptable Alternative 4 that will support upgraded facilities for the small private aircraft community while not incorporating FBO facilities of the size and services to support any increases in jet powered GA aircraft harmful to the local community. Taskforce group to leverage current documented Alternatives work to minimize incremental EIR amendment requirements. Formal report to be submitted to the Airport Commission and OC Supervisors after public review.
Continuation or Deletion Request

Date: May 1, 2019
To: Clerk of the Board of Supervisors
From: Shane Silsby, Director of OC Public Works
Re: ASR Control #: 19-000336, Meeting Date 5/7/2019 Agenda Item No. # 24
Subject: Approve Advertisement for Juvenile Hall Multipurpose Rehabilitation Center

☑ Request to continue Agenda Item No. # 24 to the 5/21/19 Board Meeting.

Comments: Continuation of the item is necessary to allow additional time for the Department of Finance to authorize advertisement of the project.

☐ Request deletion of Agenda Item No. # _____

Comments:
Continuation or Deletion Request

Date: May 1, 2019
To: Clerk of the Board of Supervisors
From: Shane Silsby, Director of OC Public Works
Re: ASR Control #: 19-000127, Meeting Date 5/7/2019 Agenda Item No. # 25
Subject: Amendment No. 1 to Cooperative Agreement for Interstate 405 Improvement Project

☑ Request to continue Agenda Item No. # 25 to the 5/21/19 Board Meeting.

Comments: Continuation of the item is necessary to allow additional time for the Orange County Transportation Authority to approve the Amendment.

☐ Request deletion of Agenda Item No. # _____

Comments:
AGENDA STAFF REPORT

MEETING DATE: 05/07/19
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: County Executive Office (Approved)
DEPARTMENT CONTACT PERSON(S): Peter DeMarco (714) 834-5777
Cynthia Shintaku (714) 834-7086

SUBJECT: Grant Applications/Awards Report

<table>
<thead>
<tr>
<th>CEO CONCUR</th>
<th>COUNTY COUNSEL REVIEW</th>
<th>CLERK OF THE BOARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concur</td>
<td>Approved Resolution to Form</td>
<td>Discussion 3 Votes Board Majority</td>
</tr>
</tbody>
</table>

Budgeted: N/A
Current Year Cost: N/A
Annual Cost: N/A

Staffing Impact: No
Current Fiscal Year Revenue: N/A
Funding Source: N/A
# of Positions: N/A
Sole Source: N/A
County Audit in last 3 years: No

Prior Board Action: N/A

RECOMMENDED ACTION(S):
Approve grant applications/awards as proposed and other actions as recommended.

1. Approve Grant Application – Health Care Agency – California Community Reinvestment Grants Program (CalCRG) – $650,000.


3. Approve Grant Application and Adopt Resolution – Health Care Agency – Local Enforcement Agency Grant (LEA) – $46,138.


5. Approve Grant Award – OC Community Resources – Medicare Improvements for Patients and Providers Act – $282,105.

6. Approve Grant Award and Adopt Resolution – OC Community Resources – Title V, Senior Community Services Employment Program – $833,788.
7. Approve Grant Award and Adopt Resolution – OC Community Resources – Area Plan – $12,079,642.

8. Approve Grant Application and Adopt Resolution – OC Community Resources – State of California Emergency Solutions Grant Program – $605,188.

9. Approve Grant Application – Sheriff-Coroner’s Department – Medication Assisted Treatment Expansion Grant – $150,000.

10. Approve Grant Award and Adopt Resolution – District Attorney’s Office – Criminal Restitution Compact Program – $273,948.

11. Approve Grant Award and Adopt Resolution – District Attorney’s Office – Human Trafficking Advocacy Program – $150,000.

12. Approve Grant Award and Adopt Resolution – District Attorney’s Office – Victim Witness Assistance Program – $2,897,531.


SUMMARY:
See the attached Grants Report.

BACKGROUND INFORMATION:
See the attached Grants Report.

FINANCIAL IMPACT:
N/A

STAFFING IMPACT:
N/A

ATTACHMENT(S):
Attachment A - Grants Report
Attachment B - HCA LEA Resolution
Attachment B - HCA NPLH Resolution
Attachment B - OCCR Title V Resolution
Attachment B - OCCR Area Plan Resolution
Attachment B - OCCR ESG Resolution
Attachment B - DA Restitution Resolution
County of Orange Report on Grant Applications/Awards

The Grants Report is a condensed list of grant requests by County Agencies/Departments that allows the Board of Supervisors to discuss and approve grant submittals in one motion at a Board meeting. County policy dictates that the Board of Supervisors must approve all grant applications prior to submittal to the grantor. This applies to grants of all amounts, as well as to new grants and those that have been received by the County for many years as part of an ongoing grant. Receipt of grants $50,000 or less is delegated to the County Executive Officer. Grant awards greater than $50,000 must be presented to the Board of Supervisors for receipt of funds. This report allows for better tracking of county grant requests, the success rate of our grants, and monitoring of County’s grants activities. It also serves to inform Orange County’s Sacramento and Washington, D.C. advocates of County grant activities involving the State or Federal Governments.

On, May 7, 2019 the Board of Supervisors will consider the following actions:

RECOMMENDED ACTIONS

Approve grant applications/awards as proposed and other actions as recommended.

ACTION ITEMS

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**GRANT APPLICATION / ☐ GRANT AWARD**

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Today’s Date:</td>
<td>April 30, 2019</td>
</tr>
<tr>
<td>Requesting Agency/Department:</td>
<td>Health Care Agency/Public Health Services</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>California Community Reinvestment Grants Program (CalCRG)</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>The Governor’s Office of Business and Economic Development</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>Up to $650,000</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>May 16, 2019</td>
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<tr>
<td>Board Date when Board Approved this Application:</td>
<td></td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td></td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td></td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?:</td>
<td>(If yes, attach memo to CEO)</td>
</tr>
<tr>
<td>Recurrence of Grant</td>
<td>New ☑  Recurrent ☐  Other ☐ Explain:</td>
</tr>
<tr>
<td>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</td>
<td></td>
</tr>
<tr>
<td>Does this grant require CEQA findings?:</td>
<td>Yes ☐  No ☑</td>
</tr>
<tr>
<td>What Type of Grant is this?:</td>
<td>Competitive ☑  Other Type ☐ Explain:</td>
</tr>
<tr>
<td>County Match?</td>
<td>Yes ☑  Amount_____ or _____ %  No ☑</td>
</tr>
<tr>
<td>How will the County Match be Fulfilled?:</td>
<td>(Please include the specific budget)</td>
</tr>
<tr>
<td>Will the grant/program create new part or full-time positions?:</td>
<td>No</td>
</tr>
<tr>
<td>Purpose of Grant Funds:</td>
<td>Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.</td>
</tr>
</tbody>
</table>

The CalCRG program was included in the Adult Use of Marijuana Act (Proposition 64) which was approved by California voters on November 8, 2016. CalCRG grant funds target communities disproportionately affected by past federal and state drug policies. Grant funds will be used in the reentry population to provide linkages to mental health treatment, substance use disorder treatment, system navigation services, and to medical care.

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board Resolution Required?</td>
<td>Yes ☐  No ☑</td>
</tr>
<tr>
<td>Deputy County Counsel Name:</td>
<td>(Please list the Deputy County Counsel that approved the Resolution)</td>
</tr>
<tr>
<td>Recommended Action/Special Instructions</td>
<td>(Please specify below)</td>
</tr>
<tr>
<td><strong>Department Contact:</strong></td>
<td>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</td>
</tr>
<tr>
<td>-------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Nichole Quick, 714 834-5518, <a href="mailto:nquick@ochca.com">nquick@ochca.com</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Name of the individual attending the Board Meeting:</strong></th>
<th>List the name of the individual who will be attending the Board Meeting for this Grant Item:</th>
</tr>
</thead>
<tbody>
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**CEO-Legislative Affairs Office**  
**Grant Authorization eForm**

### GRANT APPLICATION / **GRANT AWARD**

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<tr>
<td>Grant Name and Project Title:</td>
<td>Waste Tire Enforcement - TEA26</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>California Department of Resources Recycling and Recovery (CalRecycle)</td>
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<tr>
<td>Application Amount Requested:</td>
<td>$414,428</td>
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<tr>
<td>Application Due Date:</td>
<td>December 19, 2018</td>
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<tr>
<td>Board Date when Board Approved this Application:</td>
<td>December 04, 2018</td>
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<tr>
<td>Awarded Funding Amount:</td>
<td>$485,986</td>
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<tr>
<td>Notification Date of Funding Award:</td>
<td>April 3, 2019</td>
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(If yes, attach memo to CEO)

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<td></td>
<td></td>
</tr>
<tr>
<td>TEA21</td>
<td>$379,994</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TEA22</td>
<td>$347,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TEA23</td>
<td>$418,032</td>
<td></td>
<td></td>
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<tr>
<td>TEA24</td>
<td>$418,032</td>
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<td>TEA25</td>
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<td>TEA23</td>
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<td>TEA24</td>
<td>$580,798</td>
<td></td>
<td></td>
</tr>
<tr>
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<td>$414,427</td>
<td></td>
<td></td>
</tr>
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</table>

| Does this grant require CEQA findings? | Yes ☐ | No ☒ |

| What Type of Grant is this? | Competitive ☐ | Other Type ☒ Explain: Non-competitive State grant to local agencies. Funding from new tire consumer fee. |

| County Match? | Yes ☐ Amount _____ or _____ % | No ☒ |

| How will the County Match be Fulfilled? | N/A |

| Will the grant/program create new part or full-time positions? | No |

**Purpose of Grant Funds:**  
Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

CalRecycle offers Tire Enforcement grants to city and county agencies throughout California to investigate illegal tire disposal activities and perform waste tire inspections to ensure compliance with all applicable laws and regulations. By implementing this program at the local level, HCA is providing onsite assistance and guidance to Orange County businesses to comply with State law.

<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
<th>Yes ☐</th>
<th>No ☒</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy County Counsel Name:</td>
<td>n/a</td>
<td></td>
</tr>
</tbody>
</table>

**Recommended Action/Special Instructions**  
(If specified below)
<table>
<thead>
<tr>
<th>Department Contact :</th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liza Frias (714) 422-6471 <a href="mailto:Ifrias@ochca.com">Ifrias@ochca.com</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting:</th>
<th>List the name of the individual who will be attending the Board Meeting for this Grant Item:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steve Thronson (714) 834-4418</td>
<td></td>
</tr>
</tbody>
</table>
**GRANT APPLICATION / GRANT AWARD**

<table>
<thead>
<tr>
<th><strong>Today’s Date:</strong></th>
<th>April 30, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Requesting Agency/Department:</strong></td>
<td>HCA / Environmental Health</td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong></td>
<td>Local Enforcement Agency Grant (LEA) Cycle 30</td>
</tr>
<tr>
<td><strong>Sponsoring Organization/Grant Source:</strong></td>
<td>Department of Resources Recycling and Recovery (CalRecycle)</td>
</tr>
<tr>
<td><strong>Application Amount Requested:</strong></td>
<td>$46,138</td>
</tr>
<tr>
<td><strong>Application Due Date:</strong></td>
<td>May 23, 2019</td>
</tr>
<tr>
<td><strong>Board Date when Board Approved this Application:</strong></td>
<td>April 10, 2018</td>
</tr>
<tr>
<td><strong>Awarded Funding Amount:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Notification Date of Funding Award:</strong></td>
<td>N/A</td>
</tr>
</tbody>
</table>

Is this an Authorized Retroactive Grant Application/Award? No

(If yes, attach memo to CEO)

<table>
<thead>
<tr>
<th>Recurrence of Grant</th>
<th>New</th>
<th>Recurrent</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applied for: Cycle 29</td>
<td>$45,746</td>
<td>Awarded: $45,746</td>
<td></td>
</tr>
<tr>
<td>Cycle 28</td>
<td>$46,068</td>
<td>$41,461</td>
<td></td>
</tr>
<tr>
<td>Cycle 27</td>
<td>$46,140</td>
<td>$46,414</td>
<td></td>
</tr>
<tr>
<td>Cycle 26</td>
<td>$46,112</td>
<td>$46,112</td>
<td></td>
</tr>
<tr>
<td>Cycle 25</td>
<td>$45,729</td>
<td>$45,729</td>
<td></td>
</tr>
</tbody>
</table>

Does this grant require CEQA findings? Yes

No

What Type of Grant is this? Competitive

Other Type Explain: State provides assistance funding to local enforcement agencies.

County Match? Yes Amount_____ or _____ %

No

How will the County Match be Fulfilled? N/A

Will the grant/program create new part or full-time positions? No

Purpose of Grant Funds:

Grant funds are used for activities directly related to maintaining certification as the designated Local Enforcement Agency (solid waste/landfill regulatory) for Orange County. Funds are used to purchase necessary equipment such as landfill gas monitoring equipment, to provide staff development training and to offset costs of transportation and personnel.

Board Resolution Required? Yes

No

Deputy County Counsel Name: Massoud Shamel

Recommended Action/Special Instructions

HCA, as the certified Local Enforcement Agency for Orange County and all incorporated cities, has received this annual assistance grant from the State since 1991. CalRecycle requires a Board Resolution authorizing HCA to apply, and encourages a resolution that authorizes a multi-year approval to apply during upcoming annual cycles. Although a Board resolution authorizing application to Cycles 30 and 31 was approved and submitted, CalRecycle has rejected the resolution citing Cycle numbers and is requiring specific dates. In accordance with County grant policy, HCA will return to the Board to...
notify that this grant of less than $50,000 has been accepted by CEO.

<table>
<thead>
<tr>
<th>Department Contact</th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liza Frias (714) 433-6471</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting</th>
<th>List the name of the individual who will be attending the Board Meeting for this Grant Item:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steve Thronson (714) 834-4418</td>
<td></td>
</tr>
</tbody>
</table>
WHEREAS, Public Resources Code sections 40000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various Grant Programs in furtherance of the State of California’s (State) efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, Grant Application procedures require among other things, an applicant’s governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the Orange County Board of Supervisors authorizes the submittal of application to CalRecycle for the Local Enforcement Agency grant; and

BE IT FURTHER RESOLVED that the Health Care Agency Director or designee, on behalf of the Board of Supervisors, is hereby authorized to execute in the name of the County of Orange all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that this authorization is effective throughout the terms of the 30th (July 1, 2019 through October 29, 2020) and 31st (July 1, 2020 through October 29, 2021) Local Enforcement Agency grant cycles.
### GRANT APPLICATION / GRANT AWARD

<table>
<thead>
<tr>
<th><strong>Today’s Date:</strong></th>
<th>April 23, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Requesting Agency/Department:</strong></td>
<td>Orange County Health Care Agency</td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong></td>
<td>State of California: No Place Like Home (NPLH) Program – Noncompetitive Allocation Acceptance Resolution (amended)</td>
</tr>
<tr>
<td><strong>Sponsoring Organization/Grant Source:</strong></td>
<td>State Department of Housing and Community Development (HCD)</td>
</tr>
<tr>
<td><strong>Application Amount Requested:</strong></td>
<td>Estimated $6,651,830</td>
</tr>
<tr>
<td><strong>Application Due Date:</strong></td>
<td>Ongoing, up until February 15, 2021</td>
</tr>
<tr>
<td><strong>Board Date when Board Approved this Application:</strong></td>
<td>-</td>
</tr>
<tr>
<td><strong>Awarded Funding Amount:</strong></td>
<td>-</td>
</tr>
<tr>
<td><strong>Notification Date of Funding Award:</strong></td>
<td>-</td>
</tr>
<tr>
<td><strong>Is this an Authorized Retroactive Grant Application/Award?</strong></td>
<td>No</td>
</tr>
<tr>
<td><strong>Recurrence of Grant</strong></td>
<td>New ☑ Recurrent ☐ Other ☐ Explain:</td>
</tr>
<tr>
<td><strong>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Does this grant require CEQA findings?</strong></td>
<td>Yes ☐ No ☒</td>
</tr>
<tr>
<td><strong>What Type of Grant is this?</strong></td>
<td>Competitive ☐ Other Type ☒ Explain: Noncompetitive</td>
</tr>
<tr>
<td><strong>County Match?</strong></td>
<td>Yes ☑ Amount ___ or ___ % No ☒</td>
</tr>
<tr>
<td><strong>How will the County Match be Fulfilled?</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Will the grant/program create new part or full-time positions?</strong></td>
<td>None</td>
</tr>
<tr>
<td><strong>Purpose of Grant Funds:</strong></td>
<td>Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.</td>
</tr>
</tbody>
</table>

This is a request of the Board to approve an amended Resolution for the authorization to accept and administer the County Noncompetitive Allocation of No Place Like Home (NPLH) funds. The Board approved a Resolution for this Noncompetitive Allocation on August 28, 2018. However, the State Department of Housing & Community Development issued new resolution language on November 2, 2018, which requires that an amended Resolution be passed by the Board.

NPLH State HCD released the No Place Like Home (NPLH) Program Noncompetitive Allocation Notice of Funding Availability (NOFA) on August 15, 2018 and an amended NOFA on October 30, 2018. In November, voters passed Proposition 2, thereby approving the NPLH program, which will provide up to $2 billion in grant funding statewide to create permanent supportive housing for individuals who are living with a serious mental illness and are chronically homeless, homeless, or at-risk of chronic homelessness.

The estimated Noncompetitive Allocation for Orange County is $6,651,830. In order to access the Noncompetitive Allocation funds, a Board Resolution, Non-competitive Threshold Compliance Form, and a plan including specific NPLH elements must be submitted to State HCD within 12 months of the initial NOFA release date (no later than August 15, 2019). Project
applications for noncompetitive funding are due no later than 30 months from the release of the Noncompetitive NOFA (i.e. on or before February 15, 2021).

OC Community Resources will be updating the Special Needs Housing Program (SNHP) application and guidelines to incorporate NPLH for interested Developers to apply for NPLH funding.

<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
<th>Yes ☒</th>
<th>No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy County Counsel Name:</td>
<td>Massoud Shamel</td>
<td></td>
</tr>
</tbody>
</table>

**Recommended Action/Special Instructions**

Approve the *Amended* NPLH Noncompetitive Allocation Acceptance Resolution, which authorizes the County to accept and administer the County Noncompetitive Allocation under the NPLH Program in accordance with the Guidelines, other applicable rules and laws, the NPLH Program Documents, and any and all NPLH Program requirements. The amended Resolution has been reviewed and approved as to form by Massoud Shamel of County Counsel.

As stated in the Resolution:

Authorize the Health Care Agency to apply for and accept the NPLH Noncompetitive Allocation award, as detailed in the Notice of Funding Availability, up to the amount authorized by Section 102 of the Guidelines and applicable state law.

Authorize the Health Care Agency to act on behalf of the County in connection with the NPLH Noncompetitive Allocation aware, and enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to be awarded the NPLH Noncompetitive Allocation award, and all amendments thereto (collectively the “NPLH Noncompetitive Allocation Award Documents.”)

Authorize the Health Care Agency to submit one or more project applications within 30 months of the issuance of the State Housing and Community Development’s Notice of Funding Availability, proposing to utilize any Noncompetitive Allocation of funds awarded to the County.

Authorize the Health Care Agency to make mental health supportive services available to a projects’ NPLH tenants for at least 20 years, and to coordinate the provision of or referral to other services (including, but not limited to, substance use services) in accordance with the County’s relevant supportive services plan, in accordance with Welfare and Institutions Code section 5849.9 (a).

**Department Contact:**

Richard Sanchez, Health Care Agency Director  
(714) 834-2830, Richard.Sanchez@ochca.com

**Name of the individual attending the Board Meeting:**

Richard Sanchez, Health Care Agency Director
OFFICE OF THE DIRECTOR

NPLH Noncompetitive Allocation Acceptance Resolution for Counties

BEFORE THE BOARD OF SUPERVISORS
COUNTY OF ORANGE, STATE OF CALIFORNIA

ORANGE COUNTY

IN THE MATTER OF: RESOLUTION NO.__________

AUTHORIZATION TO ACCEPT THE COUNTY NONCOMPETITIVE ALLOCATION AWARD UNDER THE NO PLACE LIKE HOME PROGRAM

WHEREAS, the State of California, Department of Housing and Community Development ("Department") issued a Notice of Funding Availability, dated August 15, 2018 as amended on October 30, 2018 ("NOFA"), under the No Place Like Home Program ("NPLH" or "Program") for approximately $190 million authorized by Government Code section 15463, Part 3.9 of Division 5 (commencing with Section 5849.1) of the Welfare and Institutions Code, and Welfare and Institutions Code section 5890;

WHEREAS, the NOFA relates to the availability of Noncompetitive Allocation funds under the NPLH Program; and

WHEREAS, the County of Orange ("County") is a County and an Applicant, as those terms are defined in the NPLH Program Guidelines, dated July 17, 2017 ("Guidelines")

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for County does hereby determine and declare as follows:

SECTION 1. That County is hereby authorized and directed to apply for and accept their NPLH Noncompetitive Allocation award, as detailed in the NOFA, up to the amount authorized by Section 102 of the Guidelines and applicable state law.

SECTION 2. That Health Care Agency Director, or his or her designee, is hereby authorized and directed to act on behalf of County in connection with the NPLH Noncompetitive Allocation award, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to be awarded the NPLH
Noncompetitive Allocation award, and all amendments thereto (collectively, the "NPLH Noncompetitive Allocation Award Documents").

SECTION 3. That County shall be subject to the terms and conditions that are specified in the NPLH Noncompetitive Allocation Award Documents, and that County will use the NPLH Noncompetitive Allocation award funds in accordance with the Guidelines, other applicable rules and laws, the NPLH Program Documents, and any and all NPLH Program requirements.

SECTION 4. For Projects funded under Article II of the Guidelines, that County is hereby authorized and directed to submit one or more Project applications within 30 months of the issuance of the Department’s NOFA, proposing to utilize any Noncompetitive Allocation funds awarded to the County.

SECTION 5. For Shared Housing Projects proposed under Articles III or IV of the Guidelines, if designated by the Department to administer funds for Shared Housing, the County is hereby authorized and directed to accept applications utilizing Noncompetitive Allocation funds no later than 30 months from the issuance of the Department’s NOFA.

SECTION 6. That County will make mental health supportive services available to a project’s NPLH tenants for at least 20 years, and will coordinate the provision of or referral to other services (including, but not limited to, substance use services) in accordance with the County’s relevant supportive services plan, in accordance with Welfare and Institutions Code section 5849.9 (a).

PASSED AND ADOPTED this 7th day of May, 2019, by the following vote:

AYES: _____  NOES: _____  ABSTENTIONS: _____  ABSENT: _____

Signature of Attesting Officer
Robin Stieler, Clerk of the Board

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: [Signature]
Deputy
Date: 4-23-19
Today’s Date: April 24, 2019

Requesting Agency/Department: OC Community Resources/OC Community Services

Grant Name and Project Title: Medicare Improvements for Patients and Providers Act

Sponsoring Organization/Grant Source: California Department of Aging

Application Amount Requested: $282,105

Application Due Date: N/A

Board Date when Board Approved this Application: May 8, 2018

Awarded Funding Amount: $282,105

Notification Date of Funding Award: April 22, 2019

Is this an Authorized Retroactive Grant Application/Award? No

Recurrence of Grant

<table>
<thead>
<tr>
<th></th>
<th>New</th>
<th>Recurrent</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</td>
<td>9/30/2015 – 9/29/2017: $107,483</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>9/30/2015 – 9/29/2017 (Amendment 1): $118,046</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1/01/2016 – 9/29/2016: $136,639</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>10/01/2018 – 09/29/2020 (Original): $248,052</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Does this grant require CEQA findings? Yes

What Type of Grant is this? Competitive

County Match? Yes

How will the County Match be Fulfilled? N/A

Will the grant/program create new part or full-time positions? No.

Purpose of Grant Funds:

These funds are allocated as a formula grant from the California Department of Aging and are used to support the Health Insurance Counseling & Advocacy (HICAP) Program with outreach to low-income seniors and persons with disabilities and enrollment assistance for programs that help pay for Medicare costs such as, Medicare Part D Extra Help/Low-Income Subsidy and the Medicare Savings Program. These Medicare programs help pay for premium and prescription costs, necessary medical services, and supplies for a diagnosis and/or treatment of health conditions and preventative services. Office on Aging will continue contracting with Council on Aging as the HICAP provider and provide direct services by collaborating with Dayle McIntosh Center the Aging and Disability Resource Connection.
<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
<th>Yes ☐ No ☒</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy County Counsel Name:</td>
<td>(Please list the Deputy County Counsel that approved the Resolution)</td>
</tr>
<tr>
<td>Recommended Action/Special Instructions</td>
<td>(Please specify below)</td>
</tr>
<tr>
<td>Department Contact</td>
<td>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</td>
</tr>
<tr>
<td>Dylan Wright (714) 480-2788 / <a href="mailto:Dylan.Wright@occr.ocgov.com">Dylan.Wright@occr.ocgov.com</a></td>
<td>Renee Ramirez (714) 480-6483 / <a href="mailto:Renee.Ramirez@occr.ocgov.com">Renee.Ramirez@occr.ocgov.com</a></td>
</tr>
<tr>
<td>Name of the individual attending the Board Meeting:</td>
<td>List the name of the individual who will be attending the Board Meeting for this Grant Item:</td>
</tr>
<tr>
<td>Renee Ramirez</td>
<td></td>
</tr>
</tbody>
</table>
### GRANT APPLICATION / GRANT AWARD

<table>
<thead>
<tr>
<th>Today's Date:</th>
<th>April 25, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting Agency/Department:</td>
<td>OC Community Resources/OC Community Services</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>Title V, Senior Community Service Employment Program</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>California Department of Aging/Senior Community Service Employment Program</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$833,788</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>N/A</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>May 8, 2019</td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>$833,788</td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td>April 25, 2019</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>No</td>
</tr>
<tr>
<td>Recurrence of Grant</td>
<td>Recurrent</td>
</tr>
</tbody>
</table>
| If this is a recurring grant, please list the funding amount applied for and awarded in the past: | FY 2018-19: $731,022  
FY 2017-18: $685,333  
FY 2016-17: $748,435  
FY 2015-16: $748,326 |
| Does this grant require CEQA findings? | No |
| What Type of Grant is this? | Competitive |
| County Match? | Yes $98,035 |
| How will the County Match be Fulfilled? | OC Community Resources/OC Community Services/Office on Aging–General funds: 100 allocated in the current budget will be used. No additional general funds monies are being requested. |
| Will the grant/program create new part or full-time positions? | No |
| Purpose of Grant Funds: | Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented. |

These funds are allocated as a formula grant from the CA Department of Aging and are used to support the Senior Community Service Employment Program (SCSEP), also known as Title V. The OC Community Services/Office on Aging enters into a Memorandum of Understanding with OC Community Services/Community Investment Division to subcontract services for Title V through a Request for Proposal process. The provider contract is scheduled to be approved through an ASR at a later date. The program provides part-time work-based training opportunities at local community service agencies for older Californians who have poor employment prospects and are unemployed. SCSEP assists individuals in finding employment opportunities in the community through a variety of supportive services such as personal and job-related counseling, job training and job referral.
<table>
<thead>
<tr>
<th><strong>Board Resolution Required?</strong></th>
<th>Yes ☑</th>
<th>No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Deputy County Counsel Name:</strong></td>
<td>(Please list the Deputy County Counsel that approved the Resolution)</td>
<td>Gbolnaz Zandieh</td>
</tr>
<tr>
<td><strong>Recommended Action/Special Instructions</strong></td>
<td>(Please specify below)</td>
<td>Adopt the resolution as approved by County Counsel.</td>
</tr>
</tbody>
</table>
| **Department Contact:** | List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information. | Dylan Wright (714) 480-2788 / Dylan.Wright@occr.ocgov.com  
Renee Ramirez (714) 480-6483 / Renee.Ramirez@occr.ocgov.com |
| **Name of the individual attending the Board Meeting:** | List the name of the individual who will be attending the Board Meeting for this Grant Item: | Renee Ramirez |
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
May 7, 2019

WHEREAS, OC Community Resources Office on Aging has received State Standard Agreement TitleV-1920-22 in the amount of $833,788 from the California Department of Aging containing funding allocations for Older Americans Act Programs; and

WHEREAS, the County of Orange assures that it will abide by the terms and conditions of Agreement TitleV-1920-22; and

WHEREAS this Board agrees with the terms of the State Standard Agreement and the allocation of funds contained therein.

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:


2. Authorize the OC Community Resources Director or designee to execute State Standard Agreement TitleV-1920-22.

3. Authorize the OC Community Resources Director or designee to execute future Amendments to State Standard Agreement TitleV-1920-22 to exercise a contingency cost increase in an amount not to exceed ten percent of the State Standard Agreement TitleV-1920-22 amount with no material changes to the terms and conditions of the State Standard Agreement TitleV-1920-22.
<table>
<thead>
<tr>
<th><strong>Today's Date:</strong></th>
<th>April 9, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Requesting Agency/Department:</strong></td>
<td>OC Community Resources/OC Community Services</td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong></td>
<td>Area Plan</td>
</tr>
<tr>
<td><strong>Sponsoring Organization/Grant Source:</strong></td>
<td>California Department of Aging/Older Americans Act Program</td>
</tr>
<tr>
<td><strong>Application Amount Requested:</strong></td>
<td>$12,079,642</td>
</tr>
<tr>
<td><strong>Application Due Date:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Board Date when Board Approved this Application:</strong></td>
<td>May 8, 2018</td>
</tr>
<tr>
<td><strong>Awarded Funding Amount:</strong></td>
<td>$12,079,642</td>
</tr>
<tr>
<td><strong>Notification Date of Funding Award:</strong></td>
<td>March 29, 2019</td>
</tr>
<tr>
<td><strong>Does this grant require CEQA findings?</strong></td>
<td>Yes</td>
</tr>
<tr>
<td><strong>What Type of Grant is this?</strong></td>
<td>Competitive</td>
</tr>
<tr>
<td><strong>County Match?</strong></td>
<td>Yes 10.53% for Direct and 25% for Admin</td>
</tr>
<tr>
<td><strong>How will the County Match be Fulfilled?</strong></td>
<td>Existing OC Community Resources/OC Community Services/Office on Aging – General funds: 100 allocated in the current budget will be used. No additional general funds monies are being requested.</td>
</tr>
<tr>
<td><strong>Will the grant/program create new part or full-time positions?</strong></td>
<td>No</td>
</tr>
<tr>
<td><strong>Purpose of Grant Funds:</strong></td>
<td>Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented. These funds are allocated as a formula grant from the CA Department of Aging and are used to support the Older American Act programs and services to help older adults remain independent and avoid premature institutionalization. OC Community Services/Office on Aging (OoA) awards contracts for Older American Act programs and services through a Request for Proposal process. The provider contracts are scheduled to be approved through an ASR at a later date. The programs and services include adult day care, case management, in-home services, information &amp; assistance, health promotion, legal assistance, nutrition services, nutrition transportation, family caregiver support services, ombudsman program services and elder abuse prevention. OoA provides information &amp; assistance and health promotion as a direct service countywide.</td>
</tr>
<tr>
<td>Board Resolution Required? (Please attach document to eForm)</td>
<td>Yes ☑️</td>
</tr>
<tr>
<td>---------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)</td>
<td>Golnaz Zandieh</td>
</tr>
<tr>
<td>Recommended Action/Special Instructions (Please specify below)</td>
<td>Adopt the resolution as approved by County Counsel.</td>
</tr>
<tr>
<td>Department Contact:</td>
<td>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</td>
</tr>
<tr>
<td>Dylan Wright (714) 480-2788 / <a href="mailto:Dylan.Wright@occr.ocgov.com">Dylan.Wright@occr.ocgov.com</a></td>
<td></td>
</tr>
<tr>
<td>Renee Ramirez (714) 480-6483 / <a href="mailto:Renee.Ramirez@occr.ocgov.com">Renee.Ramirez@occr.ocgov.com</a></td>
<td></td>
</tr>
<tr>
<td>Name of the individual attending the Board Meeting:</td>
<td>List the name of the individual who will be attending the Board Meeting for this Grant Item:</td>
</tr>
<tr>
<td>Renee Ramirez</td>
<td></td>
</tr>
</tbody>
</table>
RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA
April 23, 2019

WHEREAS, OC Community Resources Office on Aging has received State Standard Agreement AP-1920-22 in the amount of $12,079,642 from the California Department of Aging containing funding allocations for Older Americans Act Programs; and

WHEREAS, the County of Orange assures that it will abide by the terms and conditions of Agreement AP-1920-22; and

WHEREAS this Board agrees with the terms of the State Standard Agreement and the allocation of funds contained therein.

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:


2. Authorize the OC Community Resources Director or designee to execute State Standard Agreement AP-1920-22.

3. Authorize the OC Community Resources Director or designee to execute future Amendments to State Standard Agreement AP-1920-22 to exercise a contingency cost increase in an amount not to exceed ten percent of the State Standard Agreement AP-1920-22 amount with no material changes to the terms and conditions of the State Standard Agreement AP-1920-22.
**CEO-Legislative Affairs Office**  
**Grant Authorization eForm**

**GRANT APPLICATION / ☑ GRANT AWARD**

<table>
<thead>
<tr>
<th>Today’s Date:</th>
<th>04/19/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting Agency/Department:</td>
<td>Orange County Community Resources/Housing &amp; Community Development and Homeless Services</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>State of California Emergency Solutions Grant Program</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>State of California Department of Housing and Community Development</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$605,188</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>May 30, 2019</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>N/A</td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>N/A</td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td>N/A</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>No</td>
</tr>
<tr>
<td>Recurrence of Grant</td>
<td>Recurrent ☑</td>
</tr>
<tr>
<td>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</td>
<td>Each allocation is a new grant award. The previous grants awarded were 2016: $1,208,146 2017: $1,098,072 2018: $584,187</td>
</tr>
<tr>
<td>Does this grant require CEQA findings?</td>
<td>Yes ☑</td>
</tr>
<tr>
<td>What Type of Grant is this?</td>
<td>Competitive ☐ Other ☑ State designated Administrative Entity.</td>
</tr>
<tr>
<td>County Match?</td>
<td>Yes ☑ Amount 100%</td>
</tr>
<tr>
<td>How will the County Match be Fulfilled?</td>
<td>100% of the match amount will be required of sub-recipients and may include existing County contracts with non-federal funds.</td>
</tr>
<tr>
<td>Will the grant/program create new part or full-time positions?</td>
<td>No.</td>
</tr>
<tr>
<td>Purpose of Grant Funds:</td>
<td>Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.</td>
</tr>
</tbody>
</table>

The State of California Emergency Solutions Grant Program ESG program provides funding to (1) engage homeless individuals and families living on the street; (2) improve the number and quality of emergency shelters for homeless individuals and families; (3) help operate these shelters; (4) provide essential services to shelter residents; (5) rapidly re-house homeless individuals and families; and (6) prevent families/individuals from becoming homeless.

On March 30, 2016, the State Department of Housing and Community Development (HCD) approved OC Community Resources, in collaboration with the Continuum of Care, as the Administrative Entity (AE) for allocation of ESG funding.

On March 29, 2019, HCD announced the release of the 2019 Emergency Solutions Grant Program Notice of Funding Availability (NOFA) for the Continuum of Care Allocation with an allocation amount of $605,188 which includes the County retaining $17,006 for grant administration, $235,273 for rapid rehousing and $352,909 for emergency shelter and other related eligible activities. The NOFA requires documentation for AEs to submit in...
order to receive approval to administer 2019 ESG funding. AEs are required to submit an authorizing resolution from the AE’s Governing Board.

Applications are due to State HCD no later than May 30, 2019.

Contracts will be submitted to the Board of Supervisors for approval once final allocations and award have been received.

<table>
<thead>
<tr>
<th>Board Resolution Required? (Please attach document to eForm)</th>
<th>Yes ☑️</th>
<th>No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)</td>
<td>Golnaz Zandieh</td>
<td></td>
</tr>
</tbody>
</table>

**Recommended Action/Special Instructions**

(Provide detailed instructions on what actions are to be taken and any special instructions)

- Authorize the OC Community Resources Director or designee to submit the NOFA application and other related forms to State of California Housing and Community Development for allocation of State ESG funds.

- Approve the Resolution to Administer State ESG Funds which has been reviewed and approved as to form by Golnaz Zandieh of County Counsel.

- Authorize OC Community Resources to issue a request for qualifications to select sub-recipients.

**Department Contact**:

List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.

- Cymantha Atkinson
  - Cymantha.Atkinson@ocr.ocgov.com

**Name of the individual attending the Board Meeting**:

List the name of the individual who will be attending the Board Meeting for this Grant Item:

- Cymantha Atkinson
  - Cymantha.Atkinson@ocr.ocgov.com
Resolution No. 19-###

OC Community Resources, County of Orange

AUTHORIZING RESOLUTION

RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA

May 7, 2019

OC Community Resources, County of Orange

A majority of the Board of Supervisors of OC Community Resources, County of Orange (“Applicant”) hereby consent to, adopt and ratify the following resolutions:

A. WHEREAS the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”) for the Continuum of Care Allocation dated 03/29/2019 and amended 04/17/2019 under the Emergency Solutions Grants (ESG) Program (Program, or ESG Program); and

B. WHEREAS Applicant is an approved state ESG Administrative Entity

C. WHEREAS the Department may approve funding allocations for the ESG Program, subject to the terms and conditions of the NOFA, Program regulations and requirements, and the Standard Agreement and other contracts between Department and ESG grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

1. If Applicant receives a grant of ESG funds from the Department pursuant to the above referenced ESG NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the ESG Program, as well as any and all contracts Applicant may have with the Department.

2. Applicant is hereby authorized and directed to receive an ESG grant, in an amount not to exceed $605,188 in accordance with all applicable rules and laws.
3. Applicant hereby agrees to use the ESG funds for eligible activities as approved by the Department and in accordance with all Program requirements, and other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

4. **The Director of OC Community Resources or designee** is authorized to execute the Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the ESG grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED at a regular meeting of the *County of Orange Board of Supervisors* this 7th day of May, 2019 by the following vote:

AYES: ____ ABSTENTIONS: ____  
NOES: ____ ABSENT: ____

---

Signature of Approving Officer  
*Lisa A. Bartlett, Chairwoman*

*INSTRUCTION:* The attesting officer cannot be the person identified in the resolution as the authorized signor.

ATTEST: ________________________________  
Signature of Attesting Officer  
*Robin Stieler, Clerk of the Board*
<table>
<thead>
<tr>
<th><strong>Today’s Date:</strong></th>
<th>April 22, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Requesting Agency/Department:</strong></td>
<td>Sheriff-Coroner Department</td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong></td>
<td>Medication Assisted Treatment Expansion Grant</td>
</tr>
<tr>
<td><strong>Sponsoring Organization/Grant Source:</strong></td>
<td>State of California Department of Health Care Services</td>
</tr>
<tr>
<td><strong>Application Amount Requested:</strong></td>
<td>$150,000</td>
</tr>
<tr>
<td><strong>Application Due Date:</strong></td>
<td>May 8, 2019</td>
</tr>
<tr>
<td><strong>Board Date when Board Approved this Application:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Awarded Funding Amount:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Notification Date of Funding Award:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Is this an Authorized Retroactive Grant Application/Award?</strong></td>
<td>Yes</td>
</tr>
<tr>
<td><strong>Recurrence of Grant</strong></td>
<td>New ☒ Recurrent ☐ Other ☐</td>
</tr>
</tbody>
</table>
| **If this is a recurring grant, please list the funding amount applied for and awarded in the past:** | MAT Grant – Part 1 $310,000  
MAT Grant – Part 2 Pending grant notification of potential of $200,000 |
| **Does this grant require CEQA findings?** | Yes ☐ No ☒ |
| **What Type of Grant is this?** | Competitive ☒ Other Type ☐ |
| **County Match?** | Yes ☐ No ☒ |
| **How will the County Match be Fulfilled?** | N/A |
| **Will the grant/program create new part or full-time positions?** | N/A |
| **Purpose of Grant Funds:** | Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented. |

The California Department of Health Care Services, under its federal funding for the State Opioid Response "Medication Assisted Treatment (MAT) Expansion Project 2.0 has provided funds to be distributed to county teams participating in the first cohort of Expanding Access to MAT in County Criminal Justice Settings. Funds are intended to expedite implementation of SUD screening, assessment, treatment, and access to MAT in county jails and drug courts while local sustainable funds are secured. As each county has unique circumstance, there is flexibility in the use of funds so long as funds support the stated objective. For the initial application, County of Orange applied for and received grant approval to receive $310,000. The initial application was approved by the Board of Supervisors (Board) on February 26, 2019. The Board accepted the $310,000 in MAT Grant funding on March 26, 2019.

Upon review of the proposals, the State of California Department of Health Care Services found it had unused available MAT Grant funds. The State of California Department of Health Care Services offered County of Orange an opportunity to apply for $150,000 in additional
MAT Grant funding to utilize it for additional minor construction costs that support expanding the Medically Assisted Treatment grant program, for example, costs of fencing, door hatches and tables that allow for safe restriction of movement of inmates in Module M where inmates with substance use disorders may be housed.

Counties are expected to expend these funds by January 31, 2020.

This funding is in addition to the Board approval received to apply for $200,000 in additional MAT Grant funding on March 26, 2019 to address medical treatment areas for all five jails. County of Orange has not received a grant award notification yet for this funding, and plans to return to the Board to accept the additional $200,000 in additional funding if awarded. If all MAT Grant applications are approved by the State of California Department of Health Care Services, the Sheriff-Coroner Department will receive a total of $660,000 in MAT Grant funding.

The Sheriff-Coroner Department plans to return to the Board with a request to accept the additional funding of $150,000, if the grant application is accepted.

<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
<th>Yes ☐ No ☒</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy County Counsel Name:</td>
<td>Nicole Sims, Supervising Deputy County Counsel, has reviewed and approved the grant application.</td>
</tr>
<tr>
<td>Department Contact:</td>
<td>Nancy Nguyen, <a href="mailto:nmnguyen@ocsd.org">nmnguyen@ocsd.org</a>, 714-935-6869</td>
</tr>
<tr>
<td>Name of the individual attending the Board Meeting:</td>
<td>Nancy Nguyen</td>
</tr>
</tbody>
</table>
GRANT APPLICATION / GRANT AWARD

Today's Date: May 7, 2019
Requesting Agency/Department: District Attorney
Grant Name and Project Title: Criminal Restitution Compact Program
Sponsoring Organization/Grant Source: California Victim Compensation Board
Application Amount Requested: $273,948
Application Due Date: N/A
Board Date when Board Approved this Application: N/A
Awarded Funding Amount: $273,948
Notification Date of Funding Award: April 9, 2019
Is this an Authorized Retroactive Grant Application/Award? No
(If yes, attach memo to CEO)
Recurrence of Grant:

If this is a recurring grant, please list the funding amount applied for and awarded in the past:
$273,948 was applied, $273,948 was awarded for FY 16-17 through 18-19

Does this grant require CEQA findings? Yes ☐ No ☒
What Type of Grant is this? Competitive ☒ Other Type ☐ Explain:
County Match?
Yes ☐ Amount _____ or _____ % No ☒
How will the County Match be Fulfilled? N/A
Will the grant/program create new part or full-time positions? No new position is required.
Purpose of Grant Funds:
Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

The California Victim Compensation Board recently released the Criminal Restitution Compact Standard Agreement VC-9072 for fiscal years 2019/20 through 2021/22. State funds in the amount of $91,316 per year will be made available over 3 years ($273,948 total) to the District Attorney to administer the California Criminal Restitution Compact (CRC) Program.

This grant funds a CRC Restitution Specialist (OCDA Paralegal) that assists a prosecuting District Attorney to ensure that restitution fines, parole revocation restitution fines, restitution orders and diversion restitution fees are properly administered in accordance with applicable statutes. Fiscal Year 19/20 will represent the twenty-second year of participation in the State CRC Program.

Board Resolution Required? Yes ☒ No ☐
Deputy County Counsel Name: James Harman, Deputy County Counsel
Recommended Action/Special Instructions:
Cal OES requires the District Attorney to submit a Board Resolution. County Counsel has reviewed and approved the attached Board Resolution.

1. Authorize the District Attorney or his designee, to sign and execute, on behalf of the County of Orange, the Standard Agreement # VC9072 with the California Victim Compensation Board accepting the grant award of $273,948 to continue the Criminal Restitution Compact Program for fiscal years 2019-2020 through 2021-2022.

2. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award but do not materially alter the terms of the grant award.

3. Adopt the Resolution to receive funds for the Criminal Restitution Compact Program.

<table>
<thead>
<tr>
<th>Department Contact:</th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Melanie Eustice (714) 347-8443  <a href="mailto:melanie.eustice@da.ocgov.com">melanie.eustice@da.ocgov.com</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting:</th>
<th>List the name of the individual who will be attending the Board Meeting for this Grant Item:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Melanie Eustice</td>
<td></td>
</tr>
</tbody>
</table>
RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA

WHEREAS, the Orange County District Attorney desires to continue its project designated “Criminal Restitution Compact Program” to be funded from funds made available through the State’s Restitution fund administered by the California Victim Compensation Board (VCB) to ensure restitution fines and orders are properly administered in accordance with applicable statutes; and

WHEREAS, the VCB has authorized and allocated $273,948 for the period of July 1, 2019 through June 30, 2022 ($91,316 per year) to implement said project subject to the execution of a Standard Agreement and acknowledgment of the terms and conditions contained therein.

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:

1. Find that the proposed project is exempt from CEQA pursuant to 14 C.C.R. 15061(b)(3) because it does not impose a significant effect on the environment.

2. Find that pursuant to Section 711.4 of the California Fish and Game Code, the proposed project is exempt from the required fees as it has been determined that no adverse impacts to wildlife resources will result from the project.

3. Authorize the District Attorney, or his designee, to sign and execute, on behalf of the County of Orange, the Standard Agreement No. VC9072 to the VCB, which covers the period from July 1, 2019 to June 30, 2022, for State funding in the amount of $273,948.

4. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments thereof as allowed under the provisions of the attached Standard Agreement.

5. Assure that the County of Orange will not use grant funds to supplant expenditures controlled by the Board of Supervisors.
### GRANT APPLICATION / GRANT AWARD

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Today’s Date:</strong></td>
<td>April 26, 2019</td>
</tr>
<tr>
<td><strong>Requesting Agency/Department:</strong></td>
<td>District Attorney</td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong></td>
<td>Human Trafficking Advocacy Program</td>
</tr>
<tr>
<td><strong>Sponsoring Organization/Grant Source:</strong></td>
<td>California Governor’s Office of Emergency Services (If the grant source is not a government entity, please provide a brief description of the organization/foundation)</td>
</tr>
<tr>
<td><strong>Application Amount Requested:</strong></td>
<td>$138,880</td>
</tr>
<tr>
<td><strong>Application Due Date:</strong></td>
<td>October 26, 2018</td>
</tr>
<tr>
<td><strong>Board Date when Board Approved this Application:</strong></td>
<td>March 27, 2018</td>
</tr>
<tr>
<td><strong>Awarded Funding Amount:</strong></td>
<td>$150,000</td>
</tr>
<tr>
<td><strong>Notification Date of Funding Award:</strong></td>
<td>April 9, 2019</td>
</tr>
<tr>
<td><strong>Is this an Authorized Retroactive Grant Application/Award?</strong></td>
<td>No</td>
</tr>
<tr>
<td><strong>Recurrence of Grant</strong></td>
<td>New [ ] Recurrent [x] Other [ ] Explain:</td>
</tr>
<tr>
<td><strong>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</strong></td>
<td>$138,880 was applied, $138,880 was awarded for FY 17-18</td>
</tr>
<tr>
<td><strong>Does this grant require CEQA findings?</strong></td>
<td>Yes [ ] No [x]</td>
</tr>
<tr>
<td><strong>What Type of Grant is this?</strong></td>
<td>Competitive [x] Other Type [ ] Explain:</td>
</tr>
<tr>
<td><strong>County Match?</strong></td>
<td>Yes [ ] Amount____ or _____% No [x]</td>
</tr>
<tr>
<td><strong>How will the County Match be Fulfilled?</strong></td>
<td>N/A (Please include the specific budget)</td>
</tr>
<tr>
<td><strong>Will the grant/program create new part or full-time positions?</strong></td>
<td>No new position is required.</td>
</tr>
<tr>
<td><strong>Purpose of Grant Funds:</strong></td>
<td>Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented. The Human Trafficking Advocacy Program is supported by the Federal Victim of Crime Act. The program is designed to provide high quality, comprehensive services that address the individual needs to all forms of human trafficking victims. The District Attorney was awarded $150,000 to continue the program. These grant funds will be utilized to support a specialized team within Waymakers, Inc. to provide crisis intervention and emergency assistance, resource and referral counseling, claim filing assistance, property return assistance, court accompaniment, etc. The team consists of a victim advocate and a client resource and volunteer coordinator to assist victims.</td>
</tr>
<tr>
<td><strong>Board Resolution Required?</strong></td>
<td>Yes [x] No [ ]</td>
</tr>
<tr>
<td><strong>Deputy County Counsel Name:</strong></td>
<td>James Harman, Deputy County Counsel</td>
</tr>
<tr>
<td><strong>Recommended Action/Special Instructions</strong></td>
<td>Attachment A Page 31 of 37</td>
</tr>
</tbody>
</table>
Cal OES requires the District Attorney to submit a Board Resolution. County Counsel has reviewed and approved the attached Board Resolution.

1. Authorize the District Attorney or his designee, to sign and execute, on behalf of the County of Orange, the Grant Agreement with CalOES accepting the grant award of $150,000 to continue the Human Trafficking Advocacy Program for fiscal years 2018-19 and 2019-20.
2. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award but do not materially alter the terms of the grant award.
3. Adopt the Resolution to receive funds for the Human Trafficking Advocacy Program.

**Department Contact:**

| Melanie Eustice (714) 347-8443 | melanie.eustice@da.ocgov.com |

**Name of the individual attending the Board Meeting:**

| Melanie Eustice |  |

|  |  |
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

WHEREAS, the County of Orange desires to undertake its project designated “The Human Trafficking Advocacy Program” to be funded from funds made available through the Federal Victim of Crime Act administered by the State of California, Office of Emergency Services (hereafter referred to as CalOES).

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:

1. Find that the proposed project is exempt from CEQA pursuant to 14 C.C.R. 15061(b)(3) because it does not impose a significant effect on the environment.

2. Find that pursuant to Section 711.4 of the California Fish and Game Code, the proposed project is exempt from the required fees as it has been determined that no adverse impacts to wildlife resources will result from the project.

3. Authorize the District Attorney, or his designee, to sign and execute, on behalf of the County of Orange, a Grant Award Agreement with CalOES for the Human Trafficking Advocacy Program, effective from January 1, 2019 to December 31, 2019. The total project amount for this program is $187,500, which includes the grant amount not to exceed $150,000 and an in-kind match of $37,500 to be provided by Waymakers, Inc.

4. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award but do not materially alter the terms of the grant award.

5. Assure that the County of Orange assumes any liability arising out of the County’s performance of this Grant Award Agreement, including civil court actions for damages. The State of California and Cal OES disclaim responsibility for any such liability.
6. Assure that the County of Orange will not use grant funds to supplant expenditures controlled by the Board of Supervisors.
### GRANT APPLICATION / GRANT AWARD

<table>
<thead>
<tr>
<th>Today's Date:</th>
<th>May 7, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting Agency/Department:</td>
<td>District Attorney</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>Victim Witness Assistance Program</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>California Governor’s Office of Emergency Services</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$2,579,531</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>September 30, 2018</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>March 27, 2018</td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>$2,897,154</td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td>April 9, 2019</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>No</td>
</tr>
<tr>
<td>Recurrence of Grant</td>
<td>New ☐ Recurrent ☑ Other ☐ Explain:</td>
</tr>
<tr>
<td>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</td>
<td>$2,579,531 was applied, $2,579,531 was awarded for FY 17-18</td>
</tr>
<tr>
<td>Does this grant require CEQA findings?</td>
<td>Yes ☐ No ☑</td>
</tr>
<tr>
<td>What Type of Grant is this?</td>
<td>Competitive ☑ Other Type ☐ Explain:</td>
</tr>
<tr>
<td>County Match?</td>
<td>Yes ☐ Amount_____ or _____% No ☑</td>
</tr>
<tr>
<td>How will the County Match be Fulfilled?</td>
<td>N/A</td>
</tr>
<tr>
<td>Will the grant/program create new part or full-time positions?</td>
<td>No new position is required.</td>
</tr>
<tr>
<td>Purpose of Grant Funds:</td>
<td>Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.</td>
</tr>
</tbody>
</table>

The Victim Witness Assistance Program is supported by the Federal Victim of Crime Act. The program is designed to provide high quality, comprehensive services that address the individual needs of crime witnesses. The District Attorney was awarded $2,897,154 to continue the program.

These grant funds will be utilized to support a specialized team within Waymakers, Inc. to provide coordination for the appearance of all subpoenaed witnesses in misdemeanor trials, preliminary trials, preliminary felony hearings and felony trials at the request of the OCDA. Service requirements include placing witnesses “on-call”, making case status and disposition available to the witness, notification and intervention with the witness’ employer, arranging transport of the witness to court, and “call-off” of witnesses. The team consists of program directors, victim advocates and coordinators to assist victims.

<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
<th>Yes ☑ No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy County Counsel Name:</td>
<td>James Harman, Deputy County Counsel</td>
</tr>
</tbody>
</table>

Grant Authorization e-Form
Recommended Action/Special Instructions
(Please specify below)

Cal OES requires the District Attorney to submit a Board Resolution. County Counsel has reviewed and approved the attached Board Resolution.

1. Authorize the District Attorney or his designee, to sign and execute, on behalf of the County of Orange, the Grant Agreement with CalOES accepting the grant award of $2,897,154 to continue the Victim Witness Assistance Program for fiscal years 2018-19 and 2019-20.
2. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award but do not materially alter the terms of the grant award.
3. Adopt the Resolution to receive funds for the Victim Witness Assistance Program.

Department Contact:
List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.

Melanie Eustice (714) 347-8443 melanie.eustice@da.ocgov.com

Name of the individual attending the Board Meeting:
List the name of the individual who will be attending the Board Meeting for this Grant Item:

Melanie Eustice
WHEREAS, the County of Orange, California (the “County”) desires to undertake its project designated “The Victim/Witness Assistance Program” to be funded from funds available through the Federal Victims of Crime Act administered by the State of California, Office of Emergency Services (hereafter referred to as CalOES).

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:

1. Find that the proposed project is exempt from CEQA pursuant to 14 C.C.R 15061(b)(3) because it does not impose a significant effect on the environment.

2. Find that pursuant to Section 711.4 of the California Fish and Game Code, the proposed project is exempt from the required fees as it has been determined that no adverse impacts to wildlife resources will result from the project.

3. Authorize the District Attorney, or his designee, to sign and execute, on behalf of the County of Orange, a Grant Award Agreement with CalOES for the Victim/Witness Assistance Program, effective from October 1, 2018 through September 30, 2019. The total project amount for this program $3,114,565, which includes the grant amount not to exceed $2,897,154 and an in-kind match of $217,411 to be provided by Waymakers, Inc.

4. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award but do not materially alter the terms of the grant award.

5. Assure that the County of Orange assumes any liability arising out of the County's performance of this Grant Award Agreement, including civil court actions for damages. The State of California and CalOES disclaim responsibility for any such liability.

6. Assure that the County of Orange will not use grant funds to supplant expenditures controlled by the Board of Supervisors.
Date: May 2, 2019  
To: Clerk of the Board of Supervisors  
CC: County Executive Office  
From: Joel Golub, Chief Information Officer  
Re: ASR Control #: 19-000170, Meeting Date: 5/7/2019, Item No.: #529A  
Subject: Amendment to Contract with Level 3 for Wide Area Network Services

Explanation: Attachment B has been revised to correct page numbering.

☐ Revised Recommended Action(s)

☐ Make modifications to the:
☐ Subject  ☐ Background  ☐ Summary  ☐ Financial Impact

☐ List of Revised Attachments (attach revised attachment(s) and redlined copy(s))
☐ Revised Attachment B – Original Contracts and Previous Amendments
AMENDMENT NO. 15
TO
CONTRACT NO. MA-017-16010665
BETWEEN
THE COUNTY OF ORANGE
AND
LEVEL 3 COMMUNICATIONS, LLC
FOR
WIDE AREA NETWORK TRANSPORT SERVICES

This Amendment No. 15 to Contract MA-017-16010665 (formerly MA-017-16010655, formerly MA-017-1011150, formerly N1000008297) ("Contract"), is made and entered into by the County of Orange ("County"), a political subdivision of the State of California, acting through the County Executive Office/Orange County Information Technology ("OCIT") and Level 3 Communications, LLC ("Contractor"), with a place of business at 1025 Eldorado Blvd., Broomfield, CO 80021-8869. County and Contractor may be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, Time Warner Telecom Holdings, Inc. responded to a Request for Proposals for Wide Area Network Transport Services and represented that its proposed services shall meet or exceed the requirements and specifications of the Contract; and

WHEREAS, on November 14, 2006, County and Time Warner Telecom Holdings, Inc. executed Contract N1000008297 for Wide Area Network ("WAN") Transport Services for a three (3)-year period effective November 14, 2006 through November 13, 2009, for a total amount not to exceed $1,440,000.00; and

WHEREAS, on May 1, 2007, County and Time Warner Telecom Holdings, Inc. executed Amendment No. 1 to Contract N1000008297 to amend Attachment A - Scope of Work; and

WHEREAS, on July 1, 2008, Time Warner Telecom Holdings, Inc. changed its name to TW Telecom Holdings, Inc. ("TW Telecom"); and

WHEREAS, on November 10, 2009, County and TW Telecom executed Amendment No. 2 to the Contract (as MA-017-1001150) to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2010 for an additional amount not to exceed $418,800.48; and

WHEREAS, on August 31, 2010, County and TW Telecom executed Amendment No. 3 to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2011, for an additional amount not to exceed $403,752.00; and

WHEREAS, on June 7, 2011, County and TW Telecom executed Amendment No. 4 to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2012; and

WHEREAS, on September 8, 2011, County and TW Telecom executed Amendment No. 5 to amend Attachment B - Cost/Compensation and increase internet bandwidth from 200 Mbps to 300 Mbps, thereby increasing the not to exceed amount by $32,305.00 for the period September 1, 2011 through November 13, 2012; and
WHEREAS, on October 4, 2011, County and TW Telecom executed Amendment No. 6 to amend Attachment B - Cost/Compensation and update the data circuit at the Solano Disaster Recovery (DR) Site, thereby increasing the not to exceed amount by $71,957.20 for the period November 1, 2011 through November 13; and

WHEREAS, on October 30, 2012, County and TW Telecom executed Amendment No. 7 to amend Attachment B - Cost/Compensation and extend the term of the Contract for the one (1)-year period November 14, 2012 through November 13, 2013, for an additional amount not to exceed $457,728.00; and

WHEREAS, on December 19, 2012, County and TW Telecom executed Amendment No. 8 to amend Attachment B - Cost/Compensation and increase internet bandwidth from 300Mbps to 350Mbps, thereby increasing the not to exceed amount by $11,748.00 for the period November 14, 2012 through November 13, 2013; and

WHEREAS, on November 5, 2013, County and TW Telecom executed Amendment No. 9 to amend Attachment B - Cost/Compensation, amend the Termination provisions of the Contract, and extend the term of the Contract for one (1) year, through November 13, 2014, for an additional amount not to exceed $422,400.00; and

WHEREAS, on January 10, 2014, County and TW Telecom executed Amendment No. 10 to amend Attachment B – Cost/Compensation and modify the Internet Circuit from Dedicated Internet to Burstable Internet, thereby increasing the not to exceed amount by $42,000.00 for the period November 14, 2013 through November 13, 2014; and

WHEREAS, on October 28, 2014, County and TW Telecom executed Amendment No. 11 to amend Attachment A to remove Internet Services from the Scope of Work, amend Attachment B – Cost/Compensation, and extend the term of the Contract for one (1) year, through November 13, 2015, for an additional amount not to exceed $392,001.00; and

WHEREAS, Level 3 Communications, LLC acquired TW Telecom and executed an Assumption and Consent Agreement with the County on June 16, 2015 to assume the Contract, including all of the terms, covenants, conditions, duties, obligations and liabilities in, to and under the Contract; and

WHEREAS, on October 27, 2015, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to a) execute Amendment No. 12 to extend the term of the Contract for nineteen (19) months, through June 13, 2017, in an amount not to exceed $543,039.57; b) execute amendments to add or delete the number of circuits necessary for County business, for an additional amount not to exceed ten percent (10%) of the Contract amount for the extension period; and c) execute amendments to increase the Contract amount for any changes to the estimated applicable taxes, in an amount not to exceed ten percent (10%) of the Contract amount for the extension period; and

WHEREAS, on May 23, 2017, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to execute Amendment No. 13 to extend the term of the Contract for an additional one (1)-year term effective June 14, 2017 through June 13, 2018, for an additional amount not to exceed $209,660.80, for a revised cumulative contract amount of $4,793,627.71; and

WHEREAS, on August 16, 2017, County and Contractor executed Amendment No. 14 to revise the site address for Public Defender Circuits in Attachment A titled, “Scope of Work for Wide Area Network Transport Services”; and
WHEREAS, the Parties now desire to amend the Contract to amend Attachment B – Cost/Compensation and extend the term of the Contract for an additional one (1) year term effective June 14, 2018 through June 13, 2019.

NOW THEREFORE, the Parties mutually agree as follows:

1. The term of the Contract is extended for an additional one (1) year term effective June 14, 2018 through June 13, 2019, unless otherwise terminated by County.

2. The total contract amount for the period June 14, 2018 through June 13, 2019 shall not exceed $2,039,664.00.

3. In Attachment B titled, “Cost/Compensation for Contract Services” is hereby deleted and replaced in its entirety with revised Attachment B, attached hereto and incorporated herein by reference.

4. Except as amended herein, all terms and conditions contained in the Contract and its amendments shall remain in full force and effect as amended herein and are incorporated by this reference as if fully set forth herein.

[Remainder of Page Intentionally Left Blank]
SIGNATURE PAGE

AMENDMENT NO. 15
TO
CONTRACT NO. MA-017-16010665 (FORMERLY MA-017-16010655)

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 15 on the dates shown opposite their respective signatures below:

LEVEL 3 COMMUNICATIONS, LLC*:

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leslie A. Jabb</td>
<td>Vice President, Deputy General Counsel</td>
<td>5/8/18</td>
</tr>
</tbody>
</table>

Signature

*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE, a political subdivision of the State of California

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ely Enriquez</td>
<td>Deputy Purchasing Agent</td>
<td>6/12/2018</td>
</tr>
</tbody>
</table>

Signature

APPROVED AS TO FORM, County Counsel, County of Orange, California

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evelyn Zandler</td>
<td>Deputy County Counsel</td>
<td>5/19/18</td>
</tr>
</tbody>
</table>

Signature For Brittany Nelson
CERTIFICATE OF THE ASSISTANT SECRETARY OF LEVEL 3 COMMUNICATIONS, LLC

The undersigned, Joan E. Randazzo, Assistant Secretary, hereby certifies as of the date hereof that:

1. That I am Assistant Secretary of Level 3 Communications, LLC, a Delaware Limited Liability Company (the "Company").

2. The Company is duly organized, validly existing and in good standing under the laws of the State of Delaware.

3. That as of the date of this certificate, Leslie Tabb is employed by the Company or one of the affiliates as Vice President/Deputy General Counsel and, has the authority to execute on behalf of the Company any and all documents, as long as such action are consistent with the Corporation’s policies. This authority shall terminate on May 1, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand of the Corporation this 7th day of May, 2018.

Joan E. Randazzo, Assistant Secretary
Level 3 Communications, LLC
ATTACHMENT B
As revised per Amendment No. 15

COST/COMPENSATION

I. Compensation:

This is a fixed price Contract between the County and the Contractor for services as further described in this Contract, its amendments, and Attachment A (Scope of Work). The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by written amendment signed by both Parties.

II. Cost:

A. Pricing Table for the Contract period June 14, 2018 through June 13, 2019:

<table>
<thead>
<tr>
<th>Item</th>
<th>Service ID</th>
<th>Type</th>
<th>Circuit ID</th>
<th>From Address</th>
<th>To Address</th>
<th>Qty</th>
<th>Total Monthly Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>11441502</td>
<td>GigE</td>
<td>46/KFFN/101417/TWCS</td>
<td>1400 S. Grand</td>
<td>301 The City Dr. South</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>2</td>
<td>11456557</td>
<td>GigE</td>
<td>46/KFFN/101420/TWCS</td>
<td>1400 S. Grand</td>
<td>1275 Berkeley Ave.</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>3</td>
<td>12145544</td>
<td>GigE</td>
<td>46/KFFN/101429/TWCS</td>
<td>1400 S. Grand</td>
<td>4601 Jamboree Rd.</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
</tbody>
</table>

OCIT Circuits Monthly Subtotal: $11,145.60

<table>
<thead>
<tr>
<th>Item</th>
<th>Service ID</th>
<th>Type</th>
<th>Circuit ID</th>
<th>From Address</th>
<th>To Address</th>
<th>Qty</th>
<th>Total Monthly Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>PD</td>
<td>GigE</td>
<td>Cloud Connect for Microsoft Azure</td>
<td>Sunnyvale, CA</td>
<td>1400 S. Grand</td>
<td>1</td>
<td>$990.00</td>
</tr>
<tr>
<td>5</td>
<td>PD</td>
<td>GigE</td>
<td>Cloud Connect for Microsoft Azure</td>
<td>Sunnyvale, CA</td>
<td>1400 S. Grand</td>
<td>1</td>
<td>$990.00</td>
</tr>
<tr>
<td>6</td>
<td>PD</td>
<td>GigE</td>
<td>Direct Internet Access</td>
<td>1400 S. Grand</td>
<td>OCPD</td>
<td>1</td>
<td>$2,614.70</td>
</tr>
</tbody>
</table>

Public Defender Monthly Subtotal: $4,594.70

Total Monthly Subtotal: $15,740.30

Estimated Taxes, Surcharges & Fees: $1,731.43

Total Monthly Charges effective June 14, 2018 through June 13, 2019: $17,471.73

Total Not to Exceed Amount for the period June 14, 2018 through June 13, 2019: $209,660.80
III. Additional County Locations/Circuits

The County may add or delete circuits as needed during the additional Contract period June 14, 2018 through June 13, 2019. The Deputy Purchasing Agent (DPA) has the authority to issue amendments to add or delete such circuits up to a total amount not to exceed of $2,039,664.00.

IV. Fee Reductions

Contractor’s failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repairs or any other disruption of service that result in an individual circuit not meeting 99.99% uptime for any sequential thirty (30) day period shall result in the following fee reductions:

<table>
<thead>
<tr>
<th>Per Service Outage</th>
<th>Percentage Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 minute (99.00% availability)</td>
<td>No Credit</td>
</tr>
<tr>
<td>1 minute up to 4 hours</td>
<td>5% of the Monthly Recurring Charge (MRC)</td>
</tr>
<tr>
<td>4 hours up to 8 hours</td>
<td>10% of the MRC</td>
</tr>
<tr>
<td>8 hours up to 12 hours</td>
<td>15% of the MRC</td>
</tr>
<tr>
<td>12 hours up to 16 hours</td>
<td>20% of the MRC</td>
</tr>
<tr>
<td>16 hours up to 24 hours</td>
<td>35% of the MRC</td>
</tr>
<tr>
<td>24 hours or greater</td>
<td>50% of the MRC</td>
</tr>
</tbody>
</table>

V. Payment Terms:

Initial Set-up: Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system by both Parties. If service does not meet the acceptance testing criteria, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, Section II, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net forty-five (45) days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices will be returned to Contractor for correction.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements. Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

VI. Billing & Invoicing Instructions:

Invoices and supporting documentation are to be sent to:
The Contractor will provide an invoice for services provided. Each invoice shall have an invoice number and include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from above)
3. County Contract number: MA-017-16010665
4. Contractor's Federal I.D. number
5. Product/Service description, quantity, prices
6. Service ID
7. Circuit ID
8. Circuit name
9. Circuit site location (where each circuit terminates)
10. Total invoice amount

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to the Contractor for correction.
AMENDMENT NO. 14
TO
CONTRACT NO. MA-017-16010665
(FORMERLY MA-017-16010655)
BETWEEN
THE COUNTY OF ORANGE
AND
LEVEL 3 COMMUNICATIONS, LLC
FOR
WIDE AREA NETWORK TRANSPORT SERVICES

This Amendment, hereinafter referred to as “Amendment No. 14”, to Contract MA-017-16010665 (formerly MA-017-16010655, formerly MA-017-1011150, formerly N1000008297), hereinafter referred to as “Contract”, is made and entered into by the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County”, acting through the County Executive Office/Orange County Information Technology (“OCIT”) and Level 3 Communications, LLC, hereinafter referred to as “Contractor”, with a place of business at 1025 Eldorado Blvd., Broomfield, CO 80021-8869, with County and Contractor sometimes individually referred as “Party”, or collectively referred to as “Parties”.

RECITALS

WHEREAS, Time Warner Telecom Holdings, Inc. responded to a Request for Proposals for Wide Area Network Transport Services and represented that its proposed services shall meet or exceed the requirements and specifications of the Contract; and

WHEREAS, on November 14, 2006, County and Time Warner Telecom Holdings, Inc. executed Contract N1000008297 for Wide Area Network (“WAN”) Transport Services for a three (3)-year period effective November 14, 2006 through November 13, 2009, for a total amount not to exceed $1,440,000.00; and

WHEREAS, on May 1, 2007, County and Time Warner Telecom Holdings, Inc. executed Amendment No. 1 to Contract N1000008297 to amend Attachment A – Scope of Work; and

WHEREAS, on July 1, 2008, Time Warner Telecom Holdings, Inc. changed its name to TW Telecom Holdings, Inc. (“TW Telecom”); and

WHEREAS, on November 10, 2009, County and TW Telecom executed Amendment No. 2 to the Contract (as MA-017-10011150) to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2010 for an additional amount not to exceed $418,800.48; and

WHEREAS, on August 31, 2010, County and TW Telecom executed Amendment No. 3 to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2011, for an additional amount not to exceed $403,752.00; and

WHEREAS, on June 7, 2011, County and TW Telecom executed Amendment No. 4 to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2012; and
WHEREAS, on September 8, 2011, County and TW Telecom executed Amendment No. 5 to amend Attachment B – Cost/Compensation and increase internet bandwidth from 200 Mbps to 300 Mbps, thereby increasing the not to exceed amount by $32,305.00 for the period September 1, 2011 through November 13, 2012; and

WHEREAS, on October 4, 2011, County and TW Telecom executed Amendment No. 6 to amend Attachment B - Cost/Compensation and update the data circuit at the Solano Disaster Recovery (DR) Site, thereby increasing the not to exceed amount by $71,957.20 for the period November 1, 2011 through November 13; and

WHEREAS, on October 30, 2012, County and TW Telecom executed Amendment No. 7 to amend Attachment B - Cost/Compensation and extend the term of the Contract for the one (1)-year period November 14, 2012 through November 13, 2013, for an additional amount not to exceed $457,728.00; and

WHEREAS, on December 19, 2012, County and TW Telecom executed Amendment No. 8 to amend Attachment B - Cost/Compensation and increase internet bandwidth from 300Mbps to 350Mbps, thereby increasing the not to exceed amount by $11,748.00 for the period November 14, 2012 through November 13, 2013; and

WHEREAS, on November 5, 2013, County and TW Telecom executed Amendment No. 9 to amend Attachment B - Cost/Compensation, amend the Termination provisions of the Contract, and extend the term of the Contract for one (1) year, through November 13, 2014, for an additional amount not to exceed $422,400.00; and

WHEREAS, on January 10, 2014, County and TW Telecom executed Amendment No. 10 to amend Attachment B – Cost/Compensation and modify the Internet Circuit from Dedicated Internet to Burstable Internet, thereby increasing the not to exceed amount by $42,000.00 for the period November 14, 2013 through November 13, 2014; and

WHEREAS, on October 28, 2014, County and TW Telecom executed Amendment No. 11 to amend Attachment A to remove Internet Services from the Scope of Work, amend Attachment B – Cost/Compensation, and extend the term of the Contract for one (1) year, through November 13, 2015, for an additional amount not to exceed $392,001.00; and

WHEREAS, Level 3 Communications, LLC acquired TW Telecom and executed an Assumption and Consent Agreement with the County on June 16, 2015 to assume the Contract, including all of the terms, covenants, conditions, duties, obligations and liabilities in, to and under the Contract; and

WHEREAS, on October 27, 2015, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to a) execute Amendment No. 12 to extend the term of the Contract for nineteen (19) months, through June 13, 2017, in an amount not to exceed $543,039.57; b) execute amendments to add or delete the number of circuits necessary for County business, for an additional amount not to exceed ten percent (10%) of the Contract amount for the extension period; and c) execute amendments to increase the Contract amount for any changes to the estimated applicable taxes, in an amount not to exceed ten percent (10%) of the Contract amount for the extension period; and

WHEREAS, on May 23, 2017, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to a) execute Amendment No. 13 to extend the term of the Contract for an additional one (1)-year term effective June 14, 2017 through June 13, 2018, for an additional amount not to exceed $209,660.80, for a revised cumulative contract amount of $4,793,627.71; and
WHEREAS, the Parties now desire to amend the Contract to revise the site address for Public Defender Circuits.

NOW THEREFORE, the Parties mutually agree as follows:

1. In Attachment A titled, “Scope of Work for Wide Area Network Transport Services”, the additional table added to the end of the Attachment as new Paragraph G titled, “Contracted Circuits”, shall be deleted in its entirety and replaced with the following.

<table>
<thead>
<tr>
<th>Item</th>
<th>Circuit Label</th>
<th>Type</th>
<th>Circuit ID</th>
<th>From Address</th>
<th>To Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>11441502</td>
<td>1</td>
<td>Gige</td>
<td>46/KFFN/101417/TWCS</td>
<td>1400 S. Grand</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>46/KFFN/101418/TWCS</td>
<td></td>
<td>301 The City Dr. South</td>
</tr>
<tr>
<td>2</td>
<td>11456557</td>
<td>1</td>
<td>Gige</td>
<td>46/KFFN/101420/TWCS</td>
<td>1400 S. Grand</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>46/KFFN/101419/TWCS</td>
<td></td>
<td>1275 Berkeley Ave.</td>
</tr>
<tr>
<td>3</td>
<td>12145544</td>
<td>1</td>
<td>Gige</td>
<td>46/KFFN/101429/TWCS</td>
<td>1400 S. Grand</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>46/KFFN/101426/TWCS</td>
<td></td>
<td>4601 Jamboree Rd.</td>
</tr>
</tbody>
</table>

Public Defender Circuits

<table>
<thead>
<tr>
<th>Item</th>
<th>Circuit Label</th>
<th>Type</th>
<th>Circuit ID</th>
<th>From Address</th>
<th>To Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>PD</td>
<td>1</td>
<td>Gige</td>
<td>Cloud Connect for Microsoft Azure</td>
<td>Sunnyvale, CA</td>
</tr>
<tr>
<td>5</td>
<td>PD</td>
<td>1</td>
<td>Gige</td>
<td>Cloud Connect for Microsoft Azure</td>
<td>Sunnyvale, CA</td>
</tr>
<tr>
<td>6</td>
<td>PD</td>
<td>1</td>
<td>Gige</td>
<td>Direct Internet Access</td>
<td>1400 S. Grand</td>
</tr>
</tbody>
</table>

2. In Attachment B titled, “Cost/Compensation for Contract Services” is hereby deleted and replaced in its entirety with revised Attachment B, attached hereto and incorporated herein by reference.

3. Except as amended herein, all terms and conditions contained in the Contract and its amendments shall remain in full force and effect as amended herein and are incorporated by this reference as if fully set forth herein.

[Remainder of Page Intentionally Left Blank]
SIGNATURE PAGE

AMENDMENT NO. 14
TO
CONTRACT NO. MA-017-16010665 (FORMERLY MA-017-16010655)

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 14 on the dates shown opposite their respective signatures below:

LEVEL 3 COMMUNICATIONS, LLC*:

Dwight E. Steiner
Vice President &
Asst. General Counsel

Print Name
Signature
Date

Print Name
Title

Signature
Date

*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE, a political subdivision of the State of California

Ely Enriquez
Deputy Purchasing Agent

Print Name
Signature
Date
ATTACHMENT B

COST/COMPENSATION

I. Compensation:

This is a fixed price Contract between the County and the Contractor for services as further described in this Contract, its amendments, and Attachment A (Scope of Work). The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by written amendment signed by both Parties.

II. Cost:

A. Pricing Table for the Contract period June 14, 2017 through June 13, 2018:

<table>
<thead>
<tr>
<th>OCIT Circuits</th>
<th>Public Defender Circuits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item</td>
<td>Service ID</td>
</tr>
<tr>
<td>1</td>
<td>11441502</td>
</tr>
<tr>
<td>2</td>
<td>11456557</td>
</tr>
<tr>
<td>3</td>
<td>12145544</td>
</tr>
<tr>
<td><strong>OCIT Circuits Monthly Subtotal:</strong></td>
<td><strong>$11,145.60</strong></td>
</tr>
<tr>
<td>Item</td>
<td>Service ID</td>
</tr>
<tr>
<td>4</td>
<td>PD</td>
</tr>
<tr>
<td>5</td>
<td>PD</td>
</tr>
<tr>
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<td><strong>Total Monthly Subtotal:</strong></td>
<td><strong>$15,740.30</strong></td>
</tr>
<tr>
<td><strong>Estimated Taxes, Surcharges &amp; Fees:</strong></td>
<td><strong>$1,731.43</strong></td>
</tr>
<tr>
<td><strong>Total Monthly Charges effective June 14, 2017 through June 13, 2018:</strong></td>
<td><strong>$17,471.73</strong></td>
</tr>
</tbody>
</table>
| **Total Not to Exceed Amount for the period June 14, 2017 through June 13, 2018:** | **$209,660.80**
III. **Additional County Locations/Circuits**

The County may add or delete circuit locations during the term of this Contract. The Contract may be amended as set forth in Paragraph “C” under the General Terms and Conditions of this Contract.

IV. **Fee Reductions**

Contractor’s failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repairs or any other disruption of service that result in an individual circuit not meeting 99.99% uptime for any sequential thirty (30) day period shall result in the following fee reductions:

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<th>Per Service Outage</th>
<th>Percentage Credit</th>
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<tr>
<td>Less than 1 minute (99.00% availability)</td>
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<td>1 minute up to 4 hours</td>
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<td>4 hours up to 8 hours</td>
<td>10% of the MRC</td>
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<td>8 hours up to 12 hours</td>
<td>15% of the MRC</td>
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<td>12 hours up to 16 hours</td>
<td>20% of the MRC</td>
</tr>
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<td>16 hours up to 24 hours</td>
<td>35% of the MRC</td>
</tr>
<tr>
<td>24 hours or greater</td>
<td>50% of the MRC</td>
</tr>
</tbody>
</table>

V. **Payment Terms:**

**Initial Set-up:** Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system by both Parties. If service does not meet the acceptance testing criteria, Contractor assumes all costs and may not seek reimbursement from County.

**Monthly Service:** Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, Section II, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net forty-five (45) days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices will be returned to Contractor for correction.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements. Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

VI. **Billing & Invoicing Instructions:**

Invoices and supporting documentation are to be sent to:
County of Orange
OCIT/Division of Finance & Contracts
1501 E. St. Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Accounts Payable

The Contractor will provide an invoice for services provided. Each invoice shall have an invoice number and include the following information:

1. Contractor’s name and address
2. Contractor’s remittance address (if different from above)
3. County Contract number: MA-017-16010665
4. Contractor’s Federal I.D. number
5. Product/Service description, quantity, prices
6. Service ID
7. Circuit ID
8. Circuit name
9. Circuit site location (where each circuit terminates)
10. Total invoice amount

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to the Contractor for correction.

[Remainder of Page Intentionally Left Blank]
ASSISTANT SECRETARY'S CERTIFICATE

OF

LEVEL 3 COMMUNICATIONS, LLC

The undersigned hereby certifies: (i) that he is a duly appointed and acting Senior Vice President, Assistant General Counsel and Assistant Secretary of Level 3 Communications, LLC, a Delaware limited liability company (the “Company”); (ii) that Dwight Steiner, Vice President of Level 3 Communications, LLC, is authorized to sign documents on behalf of the Company.

IN WITNESS WHEREOF, I have executed this Certificate this 12th day of August, 2016.

[Signature]

Neil J. Eckstein
Senior Vice President,
Assistant General Counsel and
Assistant Secretary
AMENDMENT NO. 13  
TO  
CONTRACT NO. MA-017-16010665  
(FORMERLY MA-017-16010655)  
BETWEEN  
THE COUNTY OF ORANGE  
AND  
LEVEL 3 COMMUNICATIONS, LLC  
FOR  
WIDE AREA NETWORK TRANSPORT SERVICES  

This Amendment, hereinafter referred to as “Amendment No. 13”, to Contract MA-017-16010665 (formerly MA-017-16010655, formerly MA-017-1011150, formerly N1000008297), hereinafter referred to as “Contract”, is made and entered into by the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County”, acting through the County Executive Office/Orange County Information Technology (“OCIT”) and Level 3 Communications, LLC, hereinafter referred to as “Contractor”, with a place of business at 1025 Eldorado Blvd., Broomfield, CO 80021-8869, with County and Contractor sometimes individually referred to as “Party”, or collectively referred to as “Parties”.  

RECITALS  

WHEREAS, Time Warner Telecom Holdings, Inc. responded to a Request for Proposals for Wide Area Network Transport Services and represented that its proposed services shall meet or exceed the requirements and specifications of the Contract; and  

WHEREAS, on November 14, 2006, County and Time Warner Telecom Holdings, Inc. executed Contract N1000008297 for Wide Area Network (“WAN”) Transport Services for a three (3)-year period effective November 14, 2006 through November 13, 2009, for a total amount not to exceed $1,440,000.00; and  

WHEREAS, on May 1, 2007, County and Time Warner Telecom Holdings, Inc. executed Amendment No. 1 to Contract N1000008297 to amend Attachment A – Scope of Work; and  

WHEREAS, on July 1, 2008, Time Warner Telecom Holdings, Inc. changed its name to TW Telecom Holdings, Inc. (“TW Telecom”); and  

WHEREAS, on November 10, 2009, County and TW Telecom executed Amendment No. 2 to the Contract (as MA-017-10011150) to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2010 for an additional amount not to exceed $418,800.48; and  

WHEREAS, on August 31, 2010, County and TW Telecom executed Amendment No. 3 to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2011, for an additional amount not to exceed $403,752.00; and  

WHEREAS, on June 7, 2011, County and TW Telecom executed Amendment No. 4 to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2012; and
WHEREAS, on September 8, 2011, County and TW Telecom executed Amendment No. 5 to amend Attachment B – Cost/Compensation and increase internet bandwidth from 200 Mbps to 300 Mbps, thereby increasing the not to exceed amount by $32,305.00 for the period September 1, 2011 through November 13, 2012; and

WHEREAS, on October 4, 2011, County and TW Telecom executed Amendment No. 6 to amend Attachment B – Cost/Compensation and update the data circuit at the Solano Disaster Recovery (DR) Site, thereby increasing the not to exceed amount by $71,957.20 for the period November 1, 2011 through November 13; and

WHEREAS, on October 30, 2012, County and TW Telecom executed Amendment No. 7 to amend Attachment B - Cost/Compensation and extend the term of the Contract for the one (1)-year period November 14, 2012 through November 13, 2013, for an additional amount not to exceed $457,728.00; and

WHEREAS, on October 30, 2012, County and TW Telecom executed Amendment No. 8 to amend Attachment B - Cost/Compensation and extend internet bandwidth from 300Mbps to 350Mbps, thereby increasing the not to exceed amount by $11,748.00 for the period November 14, 2012 through November 13, 2013; and

WHEREAS, on November 5, 2013, County and TW Telecom executed Amendment No. 9 to amend Attachment B - Cost/Compensation, amend the Termination provisions of the Contract, and extend the term of the Contract for one (1) year, through November 13, 2014, for an additional amount not to exceed $422,400.00; and

WHEREAS, on January 10, 2014, County and TW Telecom executed Amendment No. 10 to amend Attachment B – Cost/Compensation and modify the Internet Circuit from Dedicated Internet to Burstable Internet, thereby increasing the not to exceed amount by $42,000.00 for the period November 14, 2013 through November 13, 2014; and

WHEREAS, on October 28, 2014, County and TW Telecom executed Amendment No. 11 to amend Attachment A to remove Internet Services from the Scope of Work, amend Attachment B – Cost/Compensation, and extend the term of the Contract for one (1) year, through November 13, 2015, for an additional amount not to exceed $392,001.00; and

WHEREAS, Level 3 Communications, LLC acquired TW Telecom and executed an Assumption and Consent Agreement with the County on June 16, 2015 to assume the Contract, including all of the terms, covenants, conditions, duties, obligations and liabilities in, to and under the Contract; and

WHEREAS, on October 27, 2015, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to a) execute Amendment No. 12 to extend the term of the Contract for nineteen (19) months, through June 13, 2017, in an amount not to exceed $543,039.57; b) execute amendments to add or delete the number of circuits necessary for County business, for an additional amount not to exceed ten percent (10%) of the Contract amount for the extension period; and c) execute amendments to increase the Contract amount for any changes to the estimated applicable taxes, in an amount not to exceed ten percent (10%) of the Contract amount for the extension period; and

WHEREAS, as authorized by the Board of Supervisors, the Parties now desire to amend the Contract to a) extend the Contract term for an additional one (1)-year term effective June 14, 2017 through June 13, 2018; b) delete the Waiver of Jury Trial provision; and c) update the Notices contact information.

NOW THEREFORE, the Parties mutually agree as follows:

2. Under “Additional Terms and Conditions”, Article 17 titled, “Notices” shall be deleted in its entirety and replaced with the following:

   Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand, or (2) upon delivery by the United States mail if delivery is by postage paid registered or certified return receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time.

3. In Attachment A titled, “Scope of Work for Wide Area Network Transport Services”, the following information shall be added to the end of the Attachment as new Paragraph G titled, “Contracted Circuits”.

<table>
<thead>
<tr>
<th>Item</th>
<th>Circuit Label</th>
<th>Type</th>
<th>Circuit ID</th>
<th>From Address</th>
<th>To Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>OCIT Circuits</td>
<td>11441502</td>
<td>1 GigE 46/KFFN/101417/TWCS  46/KFFN/101418/TWCS 1400 S. Grand 301 The City Dr. South</td>
</tr>
<tr>
<td>1</td>
<td>11441502</td>
<td>1</td>
<td>GigE</td>
<td>46/KFFN/101417/TWCS 46/KFFN/101418/TWCS</td>
<td>1400 S. Grand</td>
</tr>
<tr>
<td>2</td>
<td>11456557</td>
<td>1</td>
<td>GigE</td>
<td>46/KFFN/101420/TWCS 46/KFFN/101419/TWCS</td>
<td>1400 S. Grand</td>
</tr>
<tr>
<td>3</td>
<td>12145544</td>
<td>1</td>
<td>GigE</td>
<td>46/KFFN/101429/TWCS 46/KFFN/101426/TWCS</td>
<td>1400 S. Grand</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Circuit Label</th>
<th>Type</th>
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<th>From Address</th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Public Defender Circuits</td>
<td>1</td>
<td>GigE</td>
<td>46/KFFN/101417/TWCS 46/KFFN/101418/TWCS</td>
<td>1400 S. Grand</td>
</tr>
<tr>
<td>1</td>
<td>Public Defender Circuits</td>
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</tr>
</tbody>
</table>

5. Except as amended herein, all terms and conditions contained in the Contract and its amendments shall remain in full force and effect as amended herein and are incorporated by this reference as if fully set forth herein.

[Remainder of Page Intentionally Left Blank]
SIGNATURE PAGE

AMENDMENT NO. 13
TO
CONTRACT NO. MA-017-16010665 (FORMERLY MA-017-16010655)

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 13 on the dates shown opposite their respective signatures below:

LEVEL 3 COMMUNICATIONS, LLC*:

Dwight E. Steiner
Vice President &
Asst. General Counsel

Print Name
Signature

Date

Print Name
Title

May 3, 2017

Signature

Date

*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE, a political subdivision of the State of California

Ely Enriquez
Deputy Purchasing Agent

Print Name
Signature

Date

APPROVED AS TO FORM, County Counsel, County of Orange, California

John Cleveland
Senior Dep’t, County Counsel

Print Name
Signature

Date

5/3/17

Orange County Information Technology
Level 3 Communications
Page 5 of 8
File Folder: S47018

Amendment No. 13 to MA-017-16010665,
formerly MA-017-16010655
Wide Area Network Transport Services
ATTACHMENT B
COST/COMPENSATION

I. **Compensation:**

This is a fixed price Contract between the County and the Contractor for services as further described in this Contract, its amendments, and Attachment A (Scope of Work). The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by written amendment signed by both Parties.

II. **Cost:**

A. Pricing Table for the Contract period June 14, 2017 through June 13, 2018:

<table>
<thead>
<tr>
<th>Item</th>
<th>Service ID</th>
<th>Type</th>
<th>Circuit ID</th>
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<th>To Address</th>
<th>Qty</th>
<th>Total Monthly Cost</th>
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<tr>
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<td>11441502</td>
<td>1</td>
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<tr>
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<td>11456557</td>
<td>1</td>
<td>GigE</td>
<td>46/KFFN/101420/TWCS, 46/KFFN/101419/TWCS</td>
<td>1400 S. Grand</td>
<td>1275 Berkeley Ave.</td>
<td>1</td>
</tr>
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<td>12145544</td>
<td>1</td>
<td>GigE</td>
<td>46/KFFN/101429/TWCS, 46/KFFN/101426/TWCS</td>
<td>1400 S. Grand</td>
<td>4601 Jamboree Rd.</td>
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OCIT Circuits Monthly Subtotal: $11,145.60

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<td>Cloud Connect for Microsoft Azure</td>
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<td>1400 S. Grand</td>
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<td>1</td>
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Public Defender Circuits Monthly Subtotal: $4,594.70
Total Monthly Subtotal: $15,740.30
Estimated Taxes, Surcharges & Fees: $1,731.43
Total Monthly Charges effective June 14, 2017 through June 13, 2018: $17,471.73
Total Not to Exceed Amount for the period June 14, 2017 through June 13, 2018: $209,660.80
III. **Additional County Locations/Circuits**

The County may add or delete circuit locations during the term of this Contract. The Contract may be amended as set forth in Paragraph “C” under the General Terms and Conditions of this Contract.

IV. **Fee Reductions**

Contractor’s failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repairs or any other disruption of service that result in an individual circuit not meeting 99.99% uptime for any sequential thirty (30) day period shall result in the following fee reductions:

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<tr>
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<td>20% of the MRC</td>
</tr>
<tr>
<td>16 hours up to 24 hours</td>
<td>35% of the MRC</td>
</tr>
<tr>
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<td>50% of the MRC</td>
</tr>
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V. **Payment Terms:**

**Initial Set-up:** Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system by both Parties. If service does not meet the acceptance testing criteria, Contractor assumes all costs and may not seek reimbursement from County.

**Monthly Service:** Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, Section II, shall begin upon the date of acceptance of the system.

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Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements. Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

VI. **Billing & Invoicing Instructions:**

Invoices and supporting documentation are to be sent to:
The Contractor will provide an invoice for services provided. Each invoice shall have an invoice number and include the following information:

1. Contractor’s name and address
2. Contractor’s remittance address (if different from above)
3. County Contract number: MA-017-16010665
4. Contractor’s Federal I.D. number
5. Product/Service description, quantity, prices
6. Service ID
7. Circuit ID
8. Circuit name
9. Circuit site location (where each circuit terminates)
10. Total invoice amount

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to the Contractor for correction.
AMENDMENT NO. 12
TO
CONTRACT NUMBER N1000008297 AS MA-017-10011150 AS MA-017-16010655
FOR
WIDE AREA NETWORK TRANSPORT SERVICES
FOR
ORANGE COUNTY

This Amendment Number Twelve (hereinafter "Amendment") is made and entered into by the County of Orange, a political subdivision of the State of California, (hereinafter referred to as “County”) and Level 3 Communications, LLC, with its principal place of business at 1025 Eldorado Blvd., Broomfield, CO 80021 (hereinafter referred to as “Contractor”), which may be referred to individually as “Party” or collectively as “Parties”.

WHEREAS, County and Contractor executed Contract N1000008297 for wide area network transport services (hereinafter referred to as “Contract”) with Time Warner Telecom Holdings, Inc. (hereinafter referred to as “Time Warner Telecom”) for a three (3) year term commencing November 14, 2006 through November 13, 2009; and

WHEREAS, the County and Time Warner Telecom executed Amendment Number One to amend Attachment A of the Contract; and

WHEREAS, the County and Time Warner Telecom Holdings, Inc. executed Amendment Number Two to renew the Contract as number MA-017-10011150 for an additional year effective November 14, 2009 through and including November 13, 2010, and to amend Attachment B to reflect amended pricing; and

WHEREAS, the County and TW Telecom Holdings, Inc. executed Amendment Number Three to extend the Contract for an additional year effective November 14, 2010 through and including November 13, 2011, to amend Attachment B to reflect amended pricing, and to change vendor name from Time Warner Telecom Holdings, Inc. to TW Telecom Holdings, Inc.; and

WHEREAS, the County and TW Telecom Holdings, Inc. executed Amendment Number Four to extend the Contract for an additional year effective November 14, 2011 through and including November 13, 2012, to reduce the contract amount by ten (10) percent for the period effective July 1, 2011 through and including November 13, 2012, and to change vendor name to tw telecom holdings inc. (hereinafter referred to as “tw telecom”); and

WHEREAS, the County and tw telecom executed Amendment Number Five to increase internet band width in the amount of $32,305.00 effective September 1, 2011 through November 13, 2012; and

WHEREAS, the County and tw telecom executed Amendment Number Six to upgrade the data circuit between Solano Disaster Recovery Site and the County Wide Area Network in the amount of $71,957.20 effective November 1, 2011 through November 13, 2012; and

WHEREAS, the County and tw telecom executed Amendment Number Seven to extend the Contract for an additional year effective November 14, 2012 through and including November 13, 2013; and

WHEREAS, the County and tw telecom executed Amendment Number Eight to increase internet band width from 300mbps to 350mbps in the amount of $11,748.00 effective December 19, 2012 through November 13, 2013; and
WHEREAS, the County and Level 3 Communications LLC executed Amendment Number Nine to extend the Contract for an additional year effective November 14, 2013 through and including November 13, 2014, and to remove the Contract’s “Termination Liability” language; and

WHEREAS, the County and Level 3 Communications LLC executed Amendment Number Ten to provide a “Burstable Line” option for the internet services provided under the Contract; and

WHEREAS, the County and Level 3 Communications LLC executed Amendment Number Eleven to remove the Internet Services provided under the Contract and to extend the Contract for an additional year effective November 14, 2014 through and including November 13, 2015; and

WHEREAS, the Contractor acquired Level 3 Communications LLC and executed an Assumption and Consent Agreement with the County dated June 16, 2015; and

WHEREAS, the Parties agree to further amend the Contract for the purpose of extending the Contract term and removing network circuit for Solano site as provided under the Contract;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows:

1. The term of contract N1000008297 as MA-017-10011150, now MA-017-16010655, is extended for a period of nineteen (19) months, thereby amending the term effective November 14, 2015 through and including June 13, 2017, unless otherwise terminated by County.

2. The total Contract Amount for the period November 14, 2015 through June 13, 2017 shall not exceed $543,039.57, subject to applicable taxes.

3. Attachment B Cost/Compensation for Contractor Services is amended in its entirety to remove network circuit for Solano site. A revised true and accurate copy of the amended Attachment B Cost/Compensation is attached hereto.

Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract and its amendments are incorporated by this reference as if fully set forth herein and shall remain in full force and effect as amended herein.

(Amendment Signatures on Following Page)
In WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

**Level 3 Communications, LLC:**

**DATE:** Oct. 13, 2015  
**SIGNATURE:** Dwight E. Steiner  
**PRINT NAME:** Vice President & Asst. General Counsel  
**TITLE:**

**DATE:**  
**SIGNATURE:**  
**PRINT NAME:**  
**TITLE:**

*If the contracting party is a corporation, the document must be signed by two (2) corporate officers. The first signature must be either the Chairman of the Board, President or any Vice President. The second signature must be either the secretary, an assistant secretary, the Chief Financial Officer or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.*

---

**COUNTY OF ORANGE**  
A political Subdivision of the State of California  
**SIGNATURE:**  
**PRINT NAME:**  
**TITLE:** Deputy Purchasing Agent  
**DATE:** 10/24/15  
Approved by Board of Supervisors on: 10/24/15

**APPROVED AS TO FORM**  
OFFICE OF THE COUNTY COUNSEL,

**Deputy**
ATTACHMENT B

COST/COMPENSATION FOR CONTRACTOR SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. SERVICE PURCHASE

Contractor shall supply the following service for the period November 14, 2015 through and including June 13, 2017, except as noted below:

<table>
<thead>
<tr>
<th>Circuit Label</th>
<th>Type</th>
<th>Circuit ID</th>
<th>From Address</th>
<th>To Address</th>
<th>Qty</th>
<th>Total Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber-14</td>
<td>1 GigE</td>
<td>46/KFFN/101417/TWCS</td>
<td>1400 S. Grand Ave</td>
<td>301 The City Dr. South</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-6</td>
<td>1 GigE</td>
<td>46/KFFN/101420/TWCS</td>
<td>1400 S. Grand Ave</td>
<td>1275 Berkeley Ave.</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-9</td>
<td>1 GigE</td>
<td>46/KFFN/101422/TWCS</td>
<td>1400 S. Grand Ave</td>
<td>840 N. Eckhoff</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-2</td>
<td>1 GigE</td>
<td>46/KFFN/101432/TWCS</td>
<td>1400 S. Grand Ave</td>
<td>1770 N. Broadway</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-3</td>
<td>1 GigE</td>
<td>46/KFFN/101431/TWCS</td>
<td>1400 S. Grand Ave</td>
<td>1001 S. Grand Ave</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-4</td>
<td>1 GigE</td>
<td>46/KFFN/101429/TWCS</td>
<td>1400 S. Grand Ave</td>
<td>4601 Jamboree Rd.</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-7</td>
<td>1 GigE</td>
<td>46/KFFN/101427/TWCS</td>
<td>1400 S. Grand Ave</td>
<td>1535 E. Orangewood</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
</tbody>
</table>

Sub Total $26,006.40

Estimated Taxes, Governmental Surcharges & Fees: $2,574.63

Total Monthly Cost: $28,581.03

Notes:
* Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations.

Tax & Surcharge rates are subject to change at any time and additional Taxes and Surcharges may apply as permitted under the Contract. Tax Rates and Regulations are effective 10/1/15 and are subject to change without notice.
Fee reduction for Contractor’s failure to notify County of planned and unplanned service interruptions reduction in available circuit capacity, delays in repairs or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30) day period:

<table>
<thead>
<tr>
<th>Per Service Outage</th>
<th>Percentage Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 minute (99.00% availability)</td>
<td>No credit</td>
</tr>
<tr>
<td>1 minute up to 4 hours</td>
<td>5% of the MRC</td>
</tr>
<tr>
<td>4 hours up to 8 hours</td>
<td>10% of the MRC</td>
</tr>
<tr>
<td>8 hours up to 12 hours</td>
<td>15% of the MRC</td>
</tr>
<tr>
<td>12 hours up to 16 hours</td>
<td>20% of the MRC</td>
</tr>
<tr>
<td>16 hours up to 24 hours</td>
<td>35% of the MRC</td>
</tr>
<tr>
<td>24 hours or greater</td>
<td>50% of the MRC</td>
</tr>
</tbody>
</table>

3. PAYMENT TERMS

Initial Set-up: Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system by Parties. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or service not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. PAYMENT/INVOICING/INSTRUCTIONS: The Contractor will provide an invoice on Contractor’s letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor’s name and address
2. Contractor’s remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be added as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total

Invoices and support documentation are to be forwarded to:

County of Orange
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Accounts Payable
AMENDMENT NO. 11
TO
CONTRACT NUMBER N1000008297 AS MA-017-10011150
FOR
WIDE AREA NETWORK TRANSPORT SERVICES
FOR
ORANGE COUNTY

This Amendment Number Eleven (hereinafter "Amendment") is made and entered into by the County of Orange, a political subdivision of the State of California, (hereinafter referred to as “County”) and tw telecom holdings inc., with its principal place of business at 10475 Park Meadows Drive, Littleton, CO 80124, (hereinafter referred to as “Contractor”), which may be referred individually as “Party” or collectively as “Parties”.

WHEREAS, County and Contractor executed Contract N1000008297 for wide area network transport services for a three-year term commencing November 13, 2006, hereinafter “Contract”; and

WHEREAS, the Parties issued Amendment Number One to amend Attachment A of the Contract; and

WHEREAS, the Parties issued Amendment Number Two to renew the Contract as number MA-017-10011150 for an additional year effective November 14, 2009 through and including November 13, 2010, and amend Attachment B to reflect amended pricing;

WHEREAS, the Parties issued Amendment Three to extend the Contract for an additional year effective November 14, 2010 through and including November 13, 2011, amend Attachment B to reflect amended pricing, and change vendor name from Time Warner Telecom Holdings, Inc. to TW Time Warner Holdings, Inc.;

WHEREAS, the Parties issued Amendment Four to extend the Contract for an additional year effective November 14, 2011 through and including November 13, 2012, reduce the contract amount by 10% for the period effective July 1, 2011 through and including November 13, 2012; and change vendor name to tw telecom holdings inc.;

WHEREAS, the Parties issued Amendment Five to increase internet band width in the amount of $32,305.00 effective September 1, 2011 through November 13, 2012;

WHEREAS, the Parties issued Amendment Six to upgrade the data circuit between Solano Disaster Recovery Site and the County Wide Area Network in the amount of $71,957.20 effective November 1, 2011 through November 13, 2012;

WHEREAS, the Parties issued Amendment Seven to extend the Contract for an additional year effective November 14, 2012 through and including November 13, 2013;

WHEREAS, the Parties issued Amendment Eight to increase internet band width from 300mbps to 350mbps in the amount of $11,748.00 effective December 19, 2012 through November 13, 2013;

WHEREAS, the Parties issued Amendment Nine to extend the Contract for an additional year effective November 14, 2013 through and including November 13, 2014, and removed the Contract’s “Termination Liability" language;
WHEREAS, the Parties issued Amendment Ten to provide a “Burstable Line” option for the internet services provided under the Contract;

WHEREAS, the Parties desire to issue Amendment Eleven to remove the Internet Services provided under the Contract, and to extend the Contract for an additional year effective November 14, 2014 through and including November 13, 2015;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows:

1. The term of contract N1000008297, now MA-017-10011150, is extended for a period of one year, thereby amending the Contract period effective November 14, 2014 through and including November 13, 2015, unless otherwise terminated by County.

2. The total Contract Amount for the period November 14, 2014 through November 13, 2015 shall not exceed $392,001.00.

3. Attachment A Scope of Work for Wide Area Network Transport Services is amended to remove the Internet Services from the Scope of Work, and a revised true and accurate copy of the amended Attachment A Scope of Work is attached hereto.

4. Attachment B Cost/Compensation for Contractor Services is amended to remove the Internet Services from the Cost/Compensation, and a revised true and accurate copy of the amended Attachment B Cost/Compensation is attached hereto.

Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract and its amendments are incorporated by this reference as if fully set forth herein and shall remain in force and effect as amended herein.

(Amendment Signatures on Following Page)
In WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

**tw telecom holdings inc.**

**DATE:** 9/4/14  
**SIGNATURE:** [Signature]  
**PRINT NAME:** Will Feldman  
**TITLE:** EVP

**DATE:** 9/3/14  
**SIGNATURE:** Jonathan Dhillon  
**PRINT NAME:** Jonathan Dhillon  
**TITLE:** Assistant Secretary

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer or any assistant treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.*

**COUNTY OF ORANGE**

A political Subdivision of the State of California  
**SIGNATURE:**  
**PRINT NAME:** Joel McKenna  
**TITLE:** Deputy Purchasing Agent

Approved by Board of Supervisors on: 10/28/14
ATTACHMENT A

SCOPE OF WORK

FOR

WIDE AREA NETWORK TRANSPORT SERVICES

A. SERVICE LEVELS

Contractor shall provide transport services with high-availability and minimum downtime. Service Level Agreements (SLAs) are a critical component of any transport service to assure that negotiated services levels are contractually adhered to by the Contractor. The County requires a minimum of 99.99% up time on all proposed circuits. The Contractor will ensure that available bandwidth or throughput will not drop below 90% of declared circuit capacity at any time on any proposed circuit. The Contractor will further produce reports to the County showing bandwidth utilization and availability of throughput on an hourly, daily, weekly, monthly, and yearly basis. These reports will be available on-line and allow for on-demand bandwidth reporting by County staff at any time. Scheduled impact to transport services needs to be documented and sent to designated County contacts five (5) working days in advance. The County must be notified within 30 minutes of any outages through a pre-defined County escalation plan. All SLAs will be actively enforced by the County. Fee reductions specified in Attachment B may result from Contractor’s failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repair or any other disruption of service without regard to the County’s actual monetary loss from such disruptions.

B. SECURITY

The County Enterprise Network requires that Contractor provides detailed documentation outlining security policies/procedures, “Best Practices”, and technologies that are implemented in the proposed WAN Transport Service offering to increase security and mitigate risk.

C. NETWORK AND TRANSPORT MONITORING

Contractor shall provide a method for on-line monitoring by the County of all proposed circuits. The Contractor should be able to provide reports on real-time and historical bandwidth utilization. All reports will include the ability to show detail on an hourly, daily, weekly, monthly and yearly basis. Additionally, the Contractor may provide a portal or secure web access for the County to monitor circuit up-time and outages. A secure Internet-accessible website is preferred for County access to Contractor transport statistics and information.

D. TRANSITION, TESTING AND ACCEPTANCE

All services must be in place no later than January 15, 2007. The County will require the Data Center (1400 S. Grand Ave.) and 301 The City Drive South, Orange, be operational by December 15, 2006, to insure smooth integration with existing County infrastructure. These dates may be change upon mutual agreement of the Parties. No payments to the Contractor shall be made until the County has determined that a successful testing of each circuit and integration with County network is operational. Contractor will provide a comprehensive testing and acceptance plan.
for each site and each circuit type. At a minimum the County expects these testing and acceptance criteria to include 
pre-acceptance uptime periods and through put validation methodologies.

E. ADDITIONAL CONTRACTOR REQUIREMENTS

1. Contractor shall provide full, 24 hours by 7 days a week, support including telephone support (i.e. help desk) and 
maintenance of communication links, if applicable.
2. Contractor will coordinate ordering, shipping and delivery of equipment and materials to any installation site, in 
the event such materials are required.
3. Contractor will provide any necessary equipment to initiate new services at a given location.
4. County shall receive at minimum a one-year warranty on all new parts and equipment.

F. COUNTY TELECOMMUNICATIONS PROCEDURES

All telecommunication and data services projects in County facilities fall under the direct authority of the office of the 
County information Officer, Deputy CEO for County Executive Office/Information Technology (CEO/IT). No work 
shall be performed at any County owned or occupied facility without direct authorization from County Project 
Manager. Additionally, no consultation or engineering of any sort will occur directly between the Contractor and any 
other County agency regarding any County facility without the involvement, coordination and pre-approval of County 
Project Manager. The County uses a Telephone Services Request (TSR) for all services requested from Contractor. 
The TSR will indicate the installation address and the billing address, which may or may not be the same. No work is 
to be performed at any County owned or occupied facility without a signed TSR from the County Project Manager. 
Additionally, no consultation or engineering of any sort will occur directly between the Contractor and any agency 
regarding any County facility without the involvement, coordination, and written approval from County Project 
Manager. Failure to comply with these instructions can lead to termination of the Contract. Additionally, if the 
Contractor installs any transport Circuits without a signed TSR from the County Project Manager at any County 
facility, said performance will be deemed outside the scope of this Contract and the service shall not be compensated. 
If Contractor is unsure of a course of action or whether to undertake any service including but not limited to 
installation, repair, deletion, or termination of any transport circuit, prior to providing any service Contractor’s Project 
Manager shall notify, in writing, the County Project Manager for consultation and written approval or denial of the 
work. All services are to be coordinated using the outlined methods, and through the County designated Project 
Manager only. The County Project Manager may provide a minimum of thirty (30) days notice for all requests to 
terminate or delete any transport circuit. The only acceptable method to proceed with work is an authorized TSR. As 
part of this Contract, direct technical contact procedures and access shall be established for 24 hour/7 day week 
operational response by the Contractor. The Telephone Service Request (TSR) process is as follows:

• The County Project Manager is responsible for processing and tracking the TSR and will be the single point of 
contact for any service.
• The County Project Manager will notify the Contractor of a pending TSR.
• The Contractor will pick up the TSR from the County Project Manager and arrive at the job site on the due date to 
perform the work. The TSR can be faxed or e-mailed to the Contractor upon request.
• The Contractor will cover all the work to be done with the designated County contact and be prepared to answer any 
questions.
• Upon arrival at the County location, the Contractor will be escorted to the work location and will perform all the 
necessary work in a professional and workman like manner and notify the contact when work is completed.
• The Contractor will explain all the work that was done and have the County department/agency contact sign off on 
the TSR as completed.
The Contractor will return the signed TSR and all ancillary documentation associated with the TSR to the County Project Manager.

The Contractor shall submit an invoice to County indicating labor and material used and referencing a TSR and Contract number. The invoice will include a copy of the TSR with the signature of the County contact that accepted the work performed. The Contractor will invoice the County within 60 days of the accepted completion of the project.

The Contractor shall submit a list of all employees who will be directly performing tasks associated with this Contract to the County Project Manager. Contractor employees may be subject to a background check performed by the County’s Sheriff Department and Probation Department, if required to obtain access at certain locations. Cost for any background check will be the responsibility of the Contractor. If changes occur to this list an updated list will be submitted, in writing, by the Contractor, to the County Project Manager. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs the Contractor will be notified that they have not complied with the terms of this Contract and the Contract may be terminated.
ATTACHMENT B

COST/COMPENSATION
FOR
CONTRACTOR SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. SERVICE PURCHASE

Contractor shall supply the following service for the period November 14, 2014 through and including November 13, 2015, except as noted below:

<table>
<thead>
<tr>
<th>Circuit Label</th>
<th>Type</th>
<th>Circuit ID</th>
<th>From Address</th>
<th>To Address</th>
<th>Qty</th>
<th>Total Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber-14</td>
<td>1 GigE</td>
<td>46/KFFN/101417/TWCS</td>
<td>1400 S. Grand Ave</td>
<td>301 The City Dr. South</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-6</td>
<td>1 GigE</td>
<td>46/KFFN/101420/TWCS</td>
<td>1400 S. Grand Ave</td>
<td>1275 Berkeley Ave.</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-9</td>
<td>1 GigE</td>
<td>46/KFFN/101422/TWCS</td>
<td>1400 S. Grand Ave</td>
<td>840 N. Eckhoff</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-2</td>
<td>1 GigE</td>
<td>46/KFFN/101432/TWCS</td>
<td>1400 S. Grand Ave</td>
<td>1770 N. Broadway</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-3</td>
<td>1 GigE</td>
<td>46/KFFN/101431/TWCS</td>
<td>1400 S. Grand Ave</td>
<td>1001 S. Grand Ave.</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-4</td>
<td>1 GigE</td>
<td>46/KFFN/101429/TWCS</td>
<td>1400 S. Grand Ave</td>
<td>4601 Jamboree Rd.</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-7</td>
<td>1 GigE</td>
<td>46/KFFN/101427/TWCS</td>
<td>1400 S. Grand Ave</td>
<td>1535 E. Orangewood</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-5</td>
<td>100mb-E</td>
<td>46/VLXX/104319/TWCS</td>
<td>1400 S. Grand Ave</td>
<td>Solano DR Site</td>
<td>1</td>
<td>$5,725.60</td>
</tr>
<tr>
<td></td>
<td></td>
<td>46/KFFN/104320/TWCS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>64/KFFN/103146/TWCS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Taxes: $934.75

Total Monthly Cost: $32,666.75

Notes:
* Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations.

Fee reduction for Contractor's failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repairs or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30) day period:

Page 7 of 9
3. PAYMENT TERMS

Initial Set-up: Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or service not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. PAYMENT/INVOICING/INSTRUCTIONS: The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor’s name and address
2. Contractor’s remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be added as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total
Invoices and support documentation are to be forwarded to:

County of Orange
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Accounts Payable
AMENDMENT NO. 10
TO
CONTRACT NUMBER N1000008297 AS MA-017-10011150
FOR
WIDE AREA NETWORK TRANSPORT SERVICES
FOR
ORANGE COUNTY

This Amendment Number Ten (hereinafter “Amendment”) is made and entered into by the County of Orange, a political subdivision of the State of California, (hereinafter referred to as “County”) and tw telecom holdings inc., with its principal place of business at 10475 Park Meadows Drive, Littleton, CO 80124, (hereinafter referred to as “Contractor”), which may be referred individually as “Party” or collectively as “Parties”.

WHEREAS, County and Contractor executed Contract N1000008297 for wide area network transport services for a three-year term commencing November 13, 2006, hereinafter “Contract”; and

WHEREAS, the Parties issued Amendment Number One to amend Attachment A of the Contract; and

WHEREAS, the Parties issued Amendment Number Two to renew the Contract as number MA-017-10011150 for an additional year effective November 14, 2009 through and including November 13, 2010, and amend Attachment B to reflect amended pricing;

WHEREAS, the Parties issued Amendment Three to extend the Contract for an additional year effective November 14, 2010 through and including November 13, 2011, amend Attachment B to reflect amended pricing, and change vendor name from Time Warner Telecom Holdings, Inc. to TW Time Warner Holdings, Inc.;

WHEREAS, the Parties issued Amendment Four to extend the Contract for an additional year effective November 14, 2011 through and including November 13, 2012, reduce the contract amount by 10% for the period effective July 1, 2011 through and including November 13, 2012; and change vendor name to tw telecom holdings inc.;

WHEREAS, the Parties issued Amendment Five to increase internet band width in the amount of $32,305.00 effective September 1, 2011 through November 13, 2012;

WHEREAS, the Parties issued Amendment Six to upgrade the data circuit between Solano Disaster Recovery Site and the County Wide Area Network in the amount of $71,957.20 effective November 1, 2011 through November 13, 2012;

WHEREAS, the Parties issued Amendment Seven to extend the Contract for an additional year effective November 14, 2012 through and including November 13, 2013;

WHEREAS, the Parties issued Amendment Eight to increase internet band width from 300mbps to 350mbps in the amount of $11,748.00 effective December 19, 2012 through November 13, 2013;

WHEREAS, the Parties issued Amendment Nine to extend the Contract for an additional year effective November 14, 2013 through and including November 13, 2014, and removed the Contract’s “Termination Liability” language;

1
WHEREAS, the Parties desire to issue Amendment Ten to provide a “Burstable Line” option for the internet services provided under the Contract;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows:

1. The current Contract Internet Bandwidth Access shall be modified from a “Dedicated” 350 mbps line to a “Burstable” Line Option, expandable from the Dedicated 350 mbps up to a maximum of 1000 mbps, expanding the Internet Bandwidth Access provided under the Contract.

2. The total Contract Amount for the period November 14, 2013 through November 13, 2014, shall increase in an amount not to exceed $42,000, for an amended Total Contract Not to Exceed Limit of $464,400.00, to cover the expenses provided by this “Burstable” Line Option.

3. Attachment D Cost/Compensation for Contractor Services is amended in its entirety to include the “Burstable” Line Option, and attached hereto.

Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract and its amendments are incorporated by this reference as if fully set forth herein and shall remain in force and effect as amended herein.

(Amendment Signatures on Following Page)
In WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

**tw telecomm holdings inc:**

**DATE:** 1/10/11  
**SIGNATURE:** [Signature]  
**PRINT NAME:** Will Frederickson  
**TITLE:** VP, GM

**DATE:** 1/10/14  
**SIGNATURE:** [Signature]  
**PRINT NAME:** Gina M. Bauser  
**TITLE:** RVP - PCH

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.*

**COUNTY OF ORANGE**

A political subdivision of the State of California  
**SIGNATURE:** [Signature]  
**PRINT NAME:** Joel Mckeown  
**TITLE:** DEPUTY PURCHASING AGENT
ATTACHMENT B

COST/COMPENSATION FOR CONTRACTOR SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. SERVICE PURCHASE

Contractor shall supply the following service for the period November 14, 2013 through and including November 13, 2014, except as noted below:

<table>
<thead>
<tr>
<th>Circuit Label</th>
<th>Type</th>
<th>From Address</th>
<th>To Address</th>
<th>Qty</th>
<th>Total Monthly Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber-14</td>
<td>1GigE</td>
<td>1400 S. Grand Ave</td>
<td>301 The City Dr. South</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-6</td>
<td>1GigE</td>
<td>1400 S. Grand Ave</td>
<td>1275 Berkeley Ave.</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-9</td>
<td>1GigE</td>
<td>1400 S. Grand Ave</td>
<td>840 N. Eckhoff</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-2</td>
<td>1GigE</td>
<td>1400 S. Grand Ave</td>
<td>1770 N. Broadway</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-3</td>
<td>1GigE</td>
<td>1400 S. Grand Ave</td>
<td>1001 S. Grand Ave.</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-4</td>
<td>1GigE</td>
<td>1400 S. Grand Ave</td>
<td>4601 Jamboree Rd.</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-7</td>
<td>1GigE</td>
<td>1400 S. Grand Ave</td>
<td>1535 E. Orangeboom</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-5</td>
<td>100mg-E</td>
<td>1400 S. Grand Ave</td>
<td>Solano DR Site</td>
<td>1</td>
<td>$5,725.60</td>
</tr>
<tr>
<td>Internet Bandwidth Access 350mbps</td>
<td></td>
<td>1400 S. Grand Ave</td>
<td>Burstable Gigabit Internet Circuit 350mg to 1000mg** (Monthly Charge)</td>
<td>1</td>
<td>$3,221.60</td>
</tr>
<tr>
<td>Internet Transport</td>
<td></td>
<td></td>
<td>(Monthly Charge)</td>
<td>1</td>
<td>$400.00</td>
</tr>
<tr>
<td>Add/Move Change Fee</td>
<td></td>
<td></td>
<td>(One-Time Charge) Not Included in Total Monthly Cost Below</td>
<td>1</td>
<td>$250.00</td>
</tr>
</tbody>
</table>

** Total Monthly Cost **

$35,353.60

Notes:

* Additional County location may be added and/or deleted to this schedule during the term of the Contract.

** Burstable Gigabit Internet circuit.

Burstable from 350mg to 1000mg.

The County Burstable rate will be $9.2 per mg for all "Bursting" over 350mg (351mg to 1000mg)

TWT shall sample at the 95% percentile.

Example: with 100 samples, the 95th percentile would be the 95th highest sample. In a 30-day month there are 8,640 samples, the 95th percentile would correspond with the 8,208th highest sample (8,208 = 0.95 * 8,640). Using this Calculation; The County shall effectively get 36 hours of "Bursting" at no cost each month.
Fee reduction for Contractor's failure to notify County of planned and unplanned service interruptions: reduction in available circuit capacity, delays in repair or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30) day period:

<table>
<thead>
<tr>
<th>Per Service Outage</th>
<th>Percentage Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 minute (99.99% availability)</td>
<td>No credit</td>
</tr>
<tr>
<td>1 minute up to 4 hours</td>
<td>5% of the MRC</td>
</tr>
<tr>
<td>4 hours up to 8 hours</td>
<td>10% of the MRC</td>
</tr>
<tr>
<td>8 hours up to 12 hours</td>
<td>15% of the MRC</td>
</tr>
<tr>
<td>12 hours up to 16 hours</td>
<td>20% of the MRC</td>
</tr>
<tr>
<td>16 hours up to 24 hours</td>
<td>35% of the MRC</td>
</tr>
<tr>
<td>24 hours or greater</td>
<td>50% of the MRC</td>
</tr>
</tbody>
</table>

3. PAYMENT TERMS

Initial Set-up: Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or service not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. PAYMENT/INVOICING/INSTRUCTIONS: The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be added as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total

Invoices and support documentation are to be forwarded to:

County of Orange
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Accounts Payable
## Service Modification Order Form

This Service Order is entered into by tw telecom holdings inc. by and through its wholly owned subsidiaries that are able to provide the services being ordered hereunder (collectively "TWTC") and "Customer," and is effective upon execution both by Customer and TWTC. TWTC will remain responsible for the performance of its obligations under this Service Order, which owns and operates the telecommunications facilities. If there is a conflict between this Service Order and the prior agreement(s) for the services being modified or renewed, this Service Order shall prevail over the prior agreement and any applicable tariff.

| Monthly Recurring Change (MRC) | $1,621.69 | Non-Recurring Change (NRC) | $250.00 |

Customer and the individual signing below represent that each individual has the authority to bind Customer to this Service Order.

**tw telecom holdings inc.**

**Signature:**

**Print Name:** Will Frederiksen

**Title:** VP / CIO

**Date:** 1/10/14

**Sales Person:** Ronald Miller

**County of Orange**

**Signature:**

**Print Name:** Joel McKewen

**Title:** Deputy Purchasing Agent

**Date:** 1/10/14

### Change Form

Customer agrees this modification only affects the specific services listed below. Except as modified by this Service Modification, the contract described below remains in full force and effect. *"Additional services in line with original contract will be calculated in full, like services."

<table>
<thead>
<tr>
<th>Account Number</th>
<th>200314</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICB #:</td>
<td>NA</td>
</tr>
<tr>
<td>Expired:</td>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract Type</th>
<th>Voice &amp; Internet Service Order Form (VISO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Original Contract Signature</td>
<td>1/10/2008</td>
</tr>
</tbody>
</table>

**General Requested Service Modification**

County of Orange is changing current Internet from Dedicated Internet to Burstable Internet. Service Billing Change Only. No Circuit Technical Changes to the Service. Billing Change Only. IF FOR ANY REASON THIS IS SERVICE AFFECTING TO CUSTOMER, PLEASE NOTIFY MARK KHANLAB, Office: 714-834-7107, Mobile: 714-448-0913

Khanlar, Mark.Khanlar@twcom.org, CURRENT CIRCUIT ID: 46 / KFEN / 101450 / TWCS. CIR For Burstable is 350mb, PIR can be up to 1Gbps.

### Service Address #1

1400 S. Grand Avenue, Santa Ana, CA 92705

<table>
<thead>
<tr>
<th>Service Name</th>
<th>Qty</th>
<th>Unit MRC</th>
<th>Total MRC</th>
<th>Unit NRC</th>
<th>Total NRC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Internet Bandwidth Access</td>
<td>1</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Internet Transport</td>
<td>1</td>
<td>$400.00</td>
<td>$400.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>ADS/MOW/CHANGE FEE</td>
<td>1</td>
<td>$250.00</td>
<td>$250.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Sub-Totals: $3,650.00 $3,650.00

Page 46 of 139
AMENDMENT NO. 9
TO
CONTRACT NUMBER N1000008297 AS MA-017-10011150
FOR
WIDE AREA NETWORK TRANSPORT SERVICES
FOR
ORANGE COUNTY

This Amendment Number Nine (hereinafter "Amendment") is made and entered into by the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and tw telecom holdings inc., with its principal place of business at 10475 Park Meadows Drive, Littleton, CO 80124, (hereinafter referred to as "Contractor"), which may be referred individually as "Party" or collectively as "Parties".

WHEREAS, County and Contractor executed Contract N1000008297 for wide area network transport services for a three-year term commencing November 13, 2006, hereinafter "Contract"; and

WHEREAS, the Parties issued Amendment Number One to amend Attachment A of the Contract; and

WHEREAS, the Parties issued Amendment Number Two to renew the Contract as number MA-017-10011150 for an additional year effective November 14, 2009 through and including November 13, 2010, and amend Attachment B to reflect amended pricing;

WHEREAS, the Parties issued Amendment Three to extend the Contract for an additional year effective November 14, 2010 through and including November 13, 2011, amend Attachment B to reflect amended pricing, and change vendor name from Time Warner Telecom Holdings, Inc. to TW Time Warner Holdings, Inc.;

WHEREAS, the Parties issued Amendment Four to extend the Contract for an additional year effective November 14, 2011 through and including November 13, 2012, reduce the contract amount by 10% for the period effective July 1, 2011 through and including November 13, 2012; and change vendor name to tw telecom holdings inc.;

WHEREAS, the Parties issued Amendment Five to increase internet band width in the amount of $32,305.00 effective September 1, 2011 through November 13, 2012;

WHEREAS, the Parties issued Amendment Six to upgrade the data circuit between Solano Disaster Recovery Site and the County Wide Area Network in the amount of $71,957.20 effective November 1, 2011 through November 13, 2012;

WHEREAS, the Parties issued Amendment Seven to extend the Contract for an additional year effective November 14, 2012 through and including November 13, 2013;

WHEREAS, the Parties issued Amendment Eight to increase internet band width from 300mbps to 350mbps in the amount of $11,748.00 effective December 19, 2012 through November 13, 2013;

WHEREAS, the Parties desire to issue Amendment Nine to extend the Contract for an additional year effective November 14, 2013 through and including November 13, 2014, and remove the Contract’s "Termination Liability” language;
NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows:

1. The term of contract N1000008297, now MA-017-10011150, is extended for a period of one year, thereby amending the Contract period effective November 14, 2013 through and including November 13, 2014, unless otherwise terminated by County.

2. The total Contract Amount for the period November 14, 2013 through November 13, 2014 shall not exceed $422,400.00.

3. Contract's Article, General Terms and Conditions, K. Termination is replaced in its entirety with the following:

   "K. Termination: In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty for cause. County shall afford Contractor written notice of its intent to terminate for cause and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach. County has the right to terminate this contract after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation, except, County must pay for services until such disconnection actually occurs.

   Termination by Contractor: (a) Contractor may terminate this Contract or any service order hereunder or suspend services, with 30 days prior written notice, upon: (i) County's failure to pay any amounts as provided herein; (ii) County's breach of any provision of this Contract or any law, rule or regulation governing the services; (iii) any insolvency, bankruptcy assignment for the benefit of creditors, appointment of trustee or receiver or similar event with respect to County; or (iv) any governmental prohibition or required alteration of the services. Contractor shall afford County written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach. (b) Contractor may terminate or suspend services without notice if: (i) necessary to protect Contractor's network; Contractor has reasonable evidence of County's fraudulent or illegal use of services; or(ii) required by legal or regulatory authority. Any termination shall not relieve County of any liability incurred prior to such termination, or for payment of unaffected services. All terms and conditions of the Contract shall continue to apply to any services not so terminated, regardless of the termination of this Contract. If the service provided under any service order hereunder has been terminated by Contractor in accordance with this section, and County wants to restore such service terminated due to County breach, County must first pay all past due charges, a non-recurring charge and reconnections charge. All requests for disconnection will be processed by Contractor in 30 days or less. County must pay for services until such disconnection actually occurs."

4. Attachment B Cost/Compensation for Contractor Services is amended in its entirety and attached hereto.
Price Agreement No. N1000008297

Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract and its amendments are incorporated by this reference as if fully set forth herein and shall remain in force and effect as amended herein.

In WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

**tw telecom holdings inc**:

<table>
<thead>
<tr>
<th>DATE: 10/22/2013</th>
<th>SIGNATURE: Tina Davis</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRINT NAME:</td>
<td>Tina Davis</td>
</tr>
<tr>
<td>TITLE:</td>
<td>SVP and General Counsel</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DATE: 10/22/2013</th>
<th>SIGNATURE*: Gina M. Brown</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRINT NAME:</td>
<td>Gina M. Bohrer</td>
</tr>
<tr>
<td>TITLE:</td>
<td>EVP- Pacific</td>
</tr>
</tbody>
</table>

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

**COUNTY OF ORANGE**

A political Subdivision of the State of California

<table>
<thead>
<tr>
<th>SIGNATURE:</th>
<th>DATE: 11/5/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRINT NAME:</td>
<td>Joel M. McKeeen</td>
</tr>
<tr>
<td>TITLE:</td>
<td>Deputy Purchasing Agent</td>
</tr>
</tbody>
</table>

**APPROVED AS TO FORM**

County Counsel

(SEE NEXT PAGE FOR SIGNATURE)

John H. Abbott, Deputy
County of Orange
tw telecom holdings inc.

Price Agreement No. N1000008297

Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract and its amendments are incorporated by this reference as if fully set forth herein and shall remain in force and effect as amended herein.

In WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

tw telecom holdings inc*:

DATE: ____________ SIGNATURE: ________________________________

PRINT NAME: ________________________________

TITLE: ________________________________

DATE: ____________ SIGNATURE*: ________________________________

PRINT NAME: ________________________________

TITLE: ________________________________

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE
A political Subdivision of the State of California

SIGNATURE: ________________________________

PRINT NAME: ________________________________

TITLE: ________________________________

APPROVED AS TO FORM
County Counsel _______________ 10-21-13

Page 50 of 139
County of Orange
tw telecom holdings inc.

Approved by Board of Supervisors on: ____________________________
ATTACHMENT B
COST/COMPENSATION FOR CONTRACTOR SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. SERVICE PURCHASE

Contractor shall supply the following service for the period November 14, 2013 through and including November 13, 2014, except as noted below:

<table>
<thead>
<tr>
<th>Circuit Label</th>
<th>Type</th>
<th>From Address</th>
<th>To Address</th>
<th>Qty</th>
<th>Total Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber-14</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>301 The City Dr. South</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-6</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1275 Berkeley Ave.</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-9</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>840 N. Eckhoff</td>
<td>1</td>
<td>$3,715.20</td>
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<td>1</td>
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<td>100mg-E</td>
<td>1400 S. Grand Ave</td>
<td>Solano DR Site</td>
<td>1</td>
<td>$5,725.60</td>
</tr>
<tr>
<td>Fixed/Tiered</td>
<td>EIS w/Gig</td>
<td>1400 S. Grand Ave</td>
<td>&lt;Gigabit Internet circuit&gt; 300mbg</td>
<td>1</td>
<td>$3,068.00</td>
</tr>
<tr>
<td>Internet</td>
<td>Bandwith Access</td>
<td>Increase In Bandwith from 300mbps to 350mbps</td>
<td>1</td>
<td>$400.00</td>
<td></td>
</tr>
</tbody>
</table>

Total Monthly Cost $35,200.00

Note: *Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations.

Fee reduction for Contractor's failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repair or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30) day period:

<table>
<thead>
<tr>
<th>Per Service Outage</th>
<th>Percentage Credit</th>
</tr>
</thead>
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<tr>
<td>Less than 1 minute (99.00% availability)</td>
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<tr>
<td>1 minute up to 4 hours</td>
<td>5% of the MRC</td>
</tr>
<tr>
<td>4 hours up to 8 hours</td>
<td>10% of the MRC</td>
</tr>
<tr>
<td>8 hours up to 12 hours</td>
<td>15% of the MRC</td>
</tr>
<tr>
<td>12 hours up to 16 hours</td>
<td>20% of the MRC</td>
</tr>
<tr>
<td>16 hours up to 24 hours</td>
<td>35% of the MRC</td>
</tr>
<tr>
<td>24 hours or greater</td>
<td>50% of the MRC</td>
</tr>
</tbody>
</table>
3. PAYMENT TERMS

**Initial Set-up:** Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

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Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or service not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. **PAYMENT/INVOICING/INSTRUCTIONS:** The Contractor will provide an invoice on Contractor’s letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor’s name and address
2. Contractor’s remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be added as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total

Invoices and support documentation are to be forwarded to:

County of Orange
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Accounts Payable
This Service Order is entered into by Tw Telecom Holdings Inc. by and through its wholly owned subsidiaries that are certified to provide the services being ordered hereunder (collectively "TWTC") and County of Orange ("Customer"), and is effective upon execution both by Customer and TWTC. TWTC will remain responsible for the performance of its subsidiaries under this Service Order, which own and operate the telecommunication facilities. If there is a conflict between this Service Order and the prior agreement(s) for the services being modified or renewed, this Service Order shall prevail over the prior agreement and any applicable tariff.

Monthly Recurring Charge (MRC): $35,200.00  Non-Recurring Charge (NRC): $0.00

Customer and the individual signing below represent that such individual has the authority to bind Customer to this Service Order.

Tw Telecom Holdings Inc.

Signature: [Signature]
Print Name: [Print Name]
Title: [Title]
Date: [Date]
Sales Person: Ronald Mills

Customer: County of Orange

Signature: [Signature]
Print Name: [Print Name]
Title: [Title]
Date: [Date]

### Renewal Form

Except as amended in this Service Order, all existing terms and conditions relating to the renewed Services remain in full force and effect.

The Renewal Term will commence on the date that this Service Order is implemented by TWTC.

Any services that are part of the original Service Order for the services listed below, but are not themselves listed, are also renewed for the same Renewal Term, and for their original MRCs or usage rates.

**Disconnect Notice:** If Customer is disconnecting Services for any reason, it must deliver notice to TWTC either by facsimile to 303-803-9638 or by email to CustomerCare@twtelecom.com. Notice by facsimile or email is deemed given when delivered.

**Automatic Renewal:** Upon expiration of the Term of this Service Order, the Term for services will automatically renew for successive month-to-month terms unless either party notifies the other in writing thirty (30) days prior to the expiration of the then current term that it wishes to terminate the service.

### Service Address #1

<table>
<thead>
<tr>
<th>Service Name</th>
<th>Circuit ID (If applicable)</th>
<th>Qty</th>
<th>Unit MRC</th>
<th>Total MRC (Renewed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Internet Transport</td>
<td>46/KFFN/101459/TWCS</td>
<td>1</td>
<td>$3,068.00</td>
<td>$3,068.00</td>
</tr>
<tr>
<td>Internet Bandwidth Access 350MB</td>
<td>46/KFFN/101460/TWCS</td>
<td>1</td>
<td>$400.00</td>
<td>$400.00</td>
</tr>
</tbody>
</table>

**Sub-Total** $3,468.00

### Service Address #2

<table>
<thead>
<tr>
<th>Service Name</th>
<th>Circuit ID (If applicable)</th>
<th>Qty</th>
<th>Unit MRC</th>
<th>Total MRC (Renewed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Native LAN - Elite</td>
<td>46/KFFN/101422/TWCS</td>
<td>1</td>
<td>$3,715.20</td>
<td>$3,715.20</td>
</tr>
</tbody>
</table>

**Sub-Total** $3,715.20

### Service Address #3

<table>
<thead>
<tr>
<th>Service Name</th>
<th>Circuit ID (If applicable)</th>
<th>Qty</th>
<th>Unit MRC</th>
<th>Total MRC (Renewed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Native LAN - Elite</td>
<td>46/KFFN/101420/TWCS</td>
<td>1</td>
<td>$3,715.20</td>
<td>$3,715.20</td>
</tr>
</tbody>
</table>

**Sub-Total** $3,715.20
## Service Address #4
### 1770 BROADWAY, SANTA ANA CA 92706
#### Renewal Term
12 Months

**Order Notes**
Simple Renewal Only-No technical changes rates remain the same. Location is 1400 S Grand Avenue; Santa Ana, CA 92705. Pricing includes Port at 1400 S. Grand Avenue; Santa Ana to Port listed for this location.

<table>
<thead>
<tr>
<th>Service Name</th>
<th>Circuit ID (if applicable)</th>
<th>Qty</th>
<th>Unit MRC</th>
<th>Total MRC (Renewed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Native LAN - Elite</td>
<td>48/KFFN/101432/TWCS</td>
<td>1</td>
<td>$3,715.20</td>
<td>$3,715.20</td>
</tr>
</tbody>
</table>

Sub-Total: $3,715.20

## Service Address #5
### 1001 GRAND, SANTA ANA CA 92705
#### Renewal Term
12 Months

**Order Notes**
Simple Renewal Only-No technical changes rates remain the same. Location is 1400 S Grand Avenue; Santa Ana, CA 92705. Pricing includes Port at 1400 S. Grand Avenue; Santa Ana to Port listed for this location.

<table>
<thead>
<tr>
<th>Service Name</th>
<th>Circuit ID (if applicable)</th>
<th>Qty</th>
<th>Unit MRC</th>
<th>Total MRC (Renewed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Native LAN - Elite</td>
<td>48/KFFN/101431/TWCS</td>
<td>1</td>
<td>$3,715.20</td>
<td>$3,715.20</td>
</tr>
</tbody>
</table>

Sub-Total: $3,715.20

## Service Address #6
### 1535 ORANGEWOOD, ANAHEIM CA 92805
#### Renewal Term
12 Months

**Order Notes**
Simple Renewal Only-No technical changes rates remain the same. Location is 1400 S Grand Avenue; Santa Ana, CA 92705. Pricing includes Port at 1400 S. Grand Avenue; Santa Ana to Port listed for this location.

<table>
<thead>
<tr>
<th>Service Name</th>
<th>Circuit ID (if applicable)</th>
<th>Qty</th>
<th>Unit MRC</th>
<th>Total MRC (Renewed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Native LAN - Elite</td>
<td>48/KFFN/101427/TWCS</td>
<td>1</td>
<td>$3,715.20</td>
<td>$3,715.20</td>
</tr>
</tbody>
</table>

Sub-Total: $3,715.20

## Service Address #7
### 4801 JAMBOREE, NEWPORT BEACH 92660
#### Renewal Term
12 Months

**Order Notes**
Simple Renewal Only-No technical changes rates remain the same. Location is 1400 S Grand Avenue; Santa Ana, CA 92705. Pricing includes Port at 1400 S. Grand Avenue; Santa Ana to Port listed for this location.

<table>
<thead>
<tr>
<th>Service Name</th>
<th>Circuit ID (if applicable)</th>
<th>Qty</th>
<th>Unit MRC</th>
<th>Total MRC (Renewed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Native LAN - Elite</td>
<td>48/KFFN/101426/TWCS</td>
<td>1</td>
<td>$3,715.20</td>
<td>$3,715.20</td>
</tr>
</tbody>
</table>

Sub-Total: $3,715.20

## Service Address #8
### 301 THE CITY, ORANGE CA 92888
#### Renewal Term
12 Months

**Order Notes**
Simple Renewal Only-No technical changes rates remain the same. Location is 1400 S Grand Avenue; Santa Ana, CA 92705. Pricing includes Port at 1400 S. Grand Avenue; Santa Ana to Port listed for this location.

<table>
<thead>
<tr>
<th>Service Name</th>
<th>Circuit ID (if applicable)</th>
<th>Qty</th>
<th>Unit MRC</th>
<th>Total MRC (Renewed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Native LAN - Elite</td>
<td>48/KFFN/101417/TWCS</td>
<td>1</td>
<td>$3,715.20</td>
<td>$3,715.20</td>
</tr>
</tbody>
</table>

Sub-Total: $3,715.20

## Service Address #9
### 12 Civic Center Plaza; Santa Ana, Ca 92701
#### Renewal Term
12 Months

**Order Notes**
Simple Renewal Only - Includes Ports, Type II, and ENLAN, Dual ENLAN's, for locations 12 Civic Center Plaza ;Santa Ana and 875 Texas Street; Fairfield, CA 84533

<table>
<thead>
<tr>
<th>Service Name</th>
<th>Circuit ID (if applicable)</th>
<th>Qty</th>
<th>Unit MRC</th>
<th>Total MRC (Renewed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ENLAN (7 Mason &amp; 1970 Broadway)</td>
<td>48/VLXO/104316/TWCS</td>
<td>1</td>
<td>$1,480.00</td>
<td>$1,480.00</td>
</tr>
<tr>
<td>Native LAN - Enterprise Switched Santa Ana, CA</td>
<td>48/KFFN/104320/TWCS</td>
<td>1</td>
<td>$1,248.80</td>
<td>$1,248.80</td>
</tr>
<tr>
<td>Native .AN - Enterprise Switched - Fairfield, CA</td>
<td>84/KFFN/103146/TWCS</td>
<td>1</td>
<td>$2,980.00</td>
<td>$2,980.00</td>
</tr>
</tbody>
</table>

Sub-Total: $5,728.80
AMENDMENT NO. 8

TO

CONTRACT NUMBER N100008297 AS MA-017-10011150

FOR

WIDE AREA NETWORK TRANSPORT SERVICES

FOR

ORANGE COUNTY

This Amendment Number Eight (hereinafter "Amendment") is made and entered into upon execution of all necessary signatures by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as “County”) and tw telecom holdings inc., with its principal place of business at 10475 Park Meadows Drive, Littleton, CO 80124, (hereinafter referred to as “Contractor”), which may be referred individually as “Party” or collectively as “Parties”.

WHEREAS, County and Contractor executed Contract N100008297 for wide area network transport services for a three-year term commencing November 13, 2006, hereinafter “Contract”; and

WHEREAS, the Parties issued Amendment Number One to amend Attachment A of the Contract; and

WHEREAS, the Parties issued Amendment Number Two to renew the Contract as number MA-017-10011150 for an additional year effective November 14, 2009 through and including November 13, 2010, and amend Attachment B to reflect amended pricing;

WHEREAS, the Parties issued Amendment Three to extend the Contract for an additional year effective November 14, 2010 through and including November 13, 2011, amend Attachment B to reflect amended pricing, and change vendor name from Time Warner Telecom Holdings, Inc. to TW Time Warner Holdings, Inc.;

WHEREAS, the Parties issued Amendment Four to extend the Contract for an additional year effective November 14, 2011 through and including November 13, 2012, reduce the contract amount by 10% for the period effective July 1, 2011 through and including November 13, 2012; and change vendor name to tw telecom holdings inc.;

WHEREAS, the Parties issued Amendment Five to increase internet band width in the amount of $32,305.00 effective September 1, 2011 through November 13, 2012;

WHEREAS, the Parties issued Amendment Six to upgrade the data circuit between Solano Disaster Recovery Site and the County Wide Area Network in the amount of $71,957.20 effective November 1, 2011 through November 13, 2012;

WHEREAS, the Parties issued Amendment Seven to extend the Contract for an additional year effective November 14, 2012 through and including November 13, 2013;

WHEREAS, the Parties desire to issue Amendment Eight to increase internet bandwidth in the amount of $11,748.00 for the period ending November 13, 2013.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows:
1. Increase internet bandwidth from 300mbps to 350mbps and increase Contract Amount by $11,748.00 for the period ending November 13, 2013.

2. A true and correct copy of Attachment B Cost/Compensation for Contractor Services is attached.

Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract and its amendments are incorporated by this reference as if fully set forth herein and shall remain in full force and effect as amended herein.
In WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

Tw telecom holdings inc.:  

DATE: 12/19/12  
SIGNATURE: [Signature]
PRINT NAME: Will Frederickson  
TITLE: VP/TM

DATE: 12/19/12  
SIGNATURE: [Signature]  
PRINT NAME: Mark A. Peter  
TITLE: Executive Vice President/Chief Financial Officer

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE  
A political Subdivision of the State of California

SIGNATURE:  
TITLE: Deputy Purchasing Agent  
DATE: 12/19/12
ATTACHMENT B
COST/COMPENSATION FOR CONTRACTOR SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. SERVICE PURCHASE

Contractor shall supply the following service for the period ending November 13, 2013, less 10% discount, except as noted below:

<table>
<thead>
<tr>
<th>Circuit Label</th>
<th>Type</th>
<th>From Address</th>
<th>To Address</th>
<th>Qty</th>
<th>Total Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber-14</td>
<td>1GigE</td>
<td>1400 S. Grand Ave</td>
<td>301 The City Dr. S.</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-6</td>
<td>1GigE</td>
<td>1400 S. Grand Ave</td>
<td>1275 Berkeley Ave.</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-9</td>
<td>1GigE</td>
<td>1400 S. Grand Ave</td>
<td>840 N. Feklof</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-2</td>
<td>1GigE</td>
<td>1400 S. Grand Ave</td>
<td>1770 N. Broadway</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-3</td>
<td>1GigE</td>
<td>1400 S. Grand Ave</td>
<td>1001 S. Grand Ave.</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-4</td>
<td>1GigE</td>
<td>1400 S. Grand Ave</td>
<td>4601 Jamboree Rd.</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-7</td>
<td>1GigE</td>
<td>1400 S. Grand Ave</td>
<td>1535 E. Orangewood</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
</tbody>
</table>
| Fiber-5       | 100mg-E    | 1400 S. Grand Ave | Solano DR Site     | 1   | Non-Recurring Charge of $3,250.00 for Fiber 5
| Fixed/Tiered  | BIS w/Gig  | 1400 S. Grand Ave | <Gigabit Internet circuit> 350mbps (from 100mg) | 1   | $7,480.00      (10% included in cost) |

Subtotal: $42,101.60
Less: 10% discount: $2,889.60
Total Monthly Cost: $39,212.00

Note: *Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations.

Fee reduction for Contractor's failure to notify County of planned and unplanned service interruptions reduction in available circuit capacity, delays in repair or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30 day) period:
3. PAYMENT TERMS

Initial Set-up: Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be due 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or service not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this contract and shall not be construed as acceptance of any part of the goods or services.

4. PAYMENT/INVOICING/INSTRUCTIONS: The Contractor will provide an invoice on Contractor’s letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor’s name and address
2. Contractor’s remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be added as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total

Invoices and support documentation are to be forwarded to:

County of Orange
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Accounts Payable
AMENDMENT NO. 7
TO
CONTRACT NUMBER N1000008297 AS MA-017-10011150
FOR
WIDE AREA NETWORK TRANSPORT SERVICES
FOR
ORANGE COUNTY

This Amendment Number Seven (hereinafter “Amendment”) is made and entered into by the County of Orange, a political subdivision of the State of California, (hereinafter referred to as “County”) and tw telecom holdings inc., with its principal place of business at 10475 Park Meadows Drive, Littleton, CO 80124, (hereinafter referred to as “Contractor”), which may be referred individually as “Party” or collectively as “Parties”.

WHEREAS, County and Contractor executed Contract N1000008297 for wide area network transport services for a three-year term commencing November 13, 2006, hereinafter “Contract”; and

WHEREAS, the Parties issued Amendment Number One to amend Attachment A of the Contract; and

WHEREAS, the Parties issued Amendment Number Two to renew the Contract as number MA-017-10011150 for an additional year effective November 14, 2009 through and including November 13, 2010, and amend Attachment B to reflect amended pricing;

WHEREAS, the Parties issued Amendment Three to extend the Contract for an additional year effective November 14, 2010 through and including November 13, 2011, amend Attachment B to reflect amended pricing, and change vendor name from Time Warner Telecom Holdings, Inc. to TW Time Warner Holdings, Inc.;

WHEREAS, the Parties issued Amendment Four to extend the Contract for an additional year effective November 14, 2011 through and including November 13, 2012, reduce the contract amount by 10% for the period effective July 1, 2011 through and including November 13, 2012; and change vendor name to tw telecom holdings inc.;

WHEREAS, the Parties issued Amendment Five to increase internet bandwidth in the amount of $32,305.00 effective September 1, 2011 through November 13, 2012;

WHEREAS, the Parties issued Amendment Six to upgrade the data circuit between Solano Disaster Recovery Site and the County Wide Area Network in the amount of $71,957.20 effective November 1, 2011 through November 13, 2012;

WHEREAS, the Parties desire to issue Amendment Seven to extend the Contract for an additional year effective November 14, 2012 through and including November 13, 2013.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows:

1. The term of contract N1000008297, now MA-017-10011150, is extended for a period of one year, thereby amending the Contract period effective November 14, 2012 through and including November 13, 2013, unless otherwise terminated by County.
2. The total Contract Amount for the period November 14, 2012 through November 13, 2013 shall not exceed $457,728.00.

3. A true and correct copy of Attachment B Cost/Compensation for Contractor Services is attached.

Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract and its amendments are incorporated by this reference as if fully set forth herein and shall remain in full force and effect as amended herein.
In WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

**tw telecom holdings inc.**

**DATE:** 10-4-12  
**SIGNATURE:**[Signature]  
**PRINT NAME:** Tim Davis  
**TITLE:** SVP Deputy General Counsel

**DATE:** 10/4/12  
**SIGNATURE:**[Signature]  
**PRINT NAME:** Will Frederickson  
**TITLE:** GM VP

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

---

**COUNTY OF ORANGE**

A political subdivision of the State of California

**SIGNATURE:**[Signature]  
**PRINT NAME:** Grace Gutierrez  
**TITLE:** Deputy Purchasing Agent  
**DATE:** 10/30/12

**APPROVED AS TO FORM**

County Counsel

John H. Abbott, Deputy

Approved by Board of Supervisors on: 10/30/12
**ATTACHMENT B**

**COST/COMPENSATION FOR CONTRACTORS SERVICES**

1. **COMPENSATION**

   This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. **SERVICE PURCHASE**

   Contractor shall supply the following service for the period November 14, 2012 through and including November 13, 2013, less 10% discount, except as noted below:

<table>
<thead>
<tr>
<th>Circuit Label</th>
<th>Type</th>
<th>From Address</th>
<th>To Address</th>
<th>Qty</th>
<th>Total Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber-14</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>301 The City Dr. South</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-6</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1275 Berkeley Ave.</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-9</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>840 N. Beethoven</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-2</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1770 N. Broadway</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-3</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1001 S. Grand Ave.</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-4</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>4601 Jamboree Rd.</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-7</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1535 E. Orangewood</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-5</td>
<td>100mg-E</td>
<td>1400 S. Grand Ave</td>
<td>Solano DR Site</td>
<td>1</td>
<td>$5,725.60 (10% included in cost)</td>
</tr>
<tr>
<td></td>
<td>Fixed/Tiered</td>
<td></td>
<td>Non-Recurring Charge of $3,250.00 for Fiber 5</td>
<td>1</td>
<td>$6,412.00 (10% included in cost)</td>
</tr>
</tbody>
</table>

   Subtotal: $41,033.60

   Less: 10% discount: $2,889.60

   Total Monthly Cost: $38,144.00

Note: *Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations.

Fee reduction for Contractor’s failure to notify County of planned and unplanned service interruptions of available circuit capacity, delays in repair or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30 day) period:
3. PAYMENT TERMS

**Initial Set-up:** Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

**Monthly Service:** Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or service not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. PAYMENT/INVOICING/INSTRUCTIONS: The Contractor will provide an invoice on Contractor’s letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor’s name and address
2. Contractor’s remittance address (if different from 1 above)
3. Name of County agency department (if County agency is actual customer name)
4. County Contract number (to be added as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total

Invoices and support documentation are to be forwarded to:

County of Orange
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
Attachment B

County of Orange
tw telecom holdings inc.

Attn: Accounts Payable

Price Agreement No. N100000297
## Service Modification Order Form

This Service Order is entered into by tw telecom holdings inc. by and through its wholly owned subsidiaries that are certified to provide the services being ordered hereunder (collectively "TWTC") and County of Orange ("Customer"), and is effective upon execution both by Customer and TWTC. TWTC will remain responsible for the performance of its subsidiaries under this Service Order, which own and operate the telecommunications facilities. If there is a conflict between this Service Order and the prior agreement(s) for the services being modified or renewed, this Service Order shall prevail over the prior agreement and any applicable tariff.

<table>
<thead>
<tr>
<th>Monthly Recurring Charge (MRC)</th>
<th>Non-Recurring Charge (NRC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$38,144.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Customer and the individual signing below represent that such individual has the authority to bind Customer to this Service Order.

### tw telecom Holdings Inc.

- **Signature:**
- **Print Name:**
- **Title:**
- **Date:**
- **Sales Person:** Ronald Mills

### County of Orange

- **Signature:** [Signature]
- **Print Name:** Grace Gutierrez
- **Title:** Deputy Purchasing Agent
- **Date:** 10/30/12

## Renewal Form

Except as amended in this Service Order, all existing terms and conditions relating to the renewed Services remain in full force and effect.

The Renewal Term will commence on the date that this Service Order is implemented by TWTC.

Any services that are part of the original Service Order for the services listed below, but are not themselves listed, are also renewed for the same Renewal Term, and for their original MRCs or usage rates.

### Disconnect Notice:
Customer is disconnecting Services for any reason, it must deliver notice to TWTC either by facsimile to 303-803-9838 or by email to "CustomerCare@telecom.com". Notice by facsimile or email is deemed given when delivered.

### Automatic Renewal:
Upon expiration of the Term of this Service Order, the Term for services will automatically renew for successive 12-month terms (or as otherwise stated in the Standard Terms and Conditions if applicable, original agreement with County of Orange) unless either party notifies the other in writing thirty (30) days prior to the expiration of the then current term that it wishes to terminate the service.

### Service Address #1

- **Service Address:** 1400 South Grand Avenue; Santa Ana, CA 92705
- **Renewal Term:** 12 Months
- **Order Notes:** Simple Renewal Only-No technical changes rates remain the same. Service Site 1400 S Grand Avenue; Santa Ana.

<table>
<thead>
<tr>
<th>Service Name</th>
<th>Circuit ID (if applicable)</th>
<th>Qty</th>
<th>Unit MRC</th>
<th>Total MRC (Renewed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Internet Transport</td>
<td>46/KFFN/101450/TWCS</td>
<td>1</td>
<td>$6,412.00</td>
<td>$6,412.00</td>
</tr>
<tr>
<td>Internet Bandwidth</td>
<td>46/KFFN/101450/TWCS</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Sub-Total** $6,412.00

### Service Address #2

- **Service Address:** 840 ECKHOFF, ORANGE, CA 92868
- **Renewal Term:** 12 Months
- **Order Notes:** Simple Renewal Only-No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705

<table>
<thead>
<tr>
<th>Service Name</th>
<th>Circuit ID (if applicable)</th>
<th>Qty</th>
<th>Unit MRC</th>
<th>Total MRC (Renewed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Native LAN - Elite</td>
<td>46/KFFN/101422/TWCS</td>
<td>1</td>
<td>$3,715.20</td>
<td>$3,715.20</td>
</tr>
</tbody>
</table>

**Sub-Total** $3,715.20

### Service Address #3

- **Service Address:** 1275 BERKELEY, FULLERTON CA 92832
- **Renewal Term:** 12 Months
- **Order Notes:** Simple Renewal Only-No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705

<table>
<thead>
<tr>
<th>Service Name</th>
<th>Circuit ID (if applicable)</th>
<th>Qty</th>
<th>Unit MRC</th>
<th>Total MRC (Renewed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Native LAN - Elite</td>
<td>46/KFFN/101420/TWCS</td>
<td>1</td>
<td>$3,715.20</td>
<td>$3,715.20</td>
</tr>
</tbody>
</table>

**Sub-Total** $3,715.20

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Version 4.1 rev. 9-20-12

tw telecom - Confidential

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<table>
<thead>
<tr>
<th>Service Address #4</th>
<th>1770 BROADWAY, SANTA ANA CA 92706</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Renewal Term</strong></td>
<td>12 Months</td>
</tr>
<tr>
<td><strong>Order Notes</strong></td>
<td>Simple Renewal Only - No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705</td>
</tr>
<tr>
<td><strong>Service Name</strong></td>
<td>Circuit ID (if applicable)</td>
</tr>
<tr>
<td>Native LAN - Elite</td>
<td>46/KFFN/101432/TWCS</td>
</tr>
<tr>
<td><strong>Qty</strong></td>
<td><strong>Unit MRC</strong></td>
</tr>
<tr>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td><strong>Total MRC (Renewed)</strong></td>
<td></td>
</tr>
<tr>
<td>$3,715.20</td>
<td></td>
</tr>
</tbody>
</table>

Sub-Total: $3,715.20

<table>
<thead>
<tr>
<th>Service Address #5</th>
<th>1001 GRAND, SANTA ANA CA 92705</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Renewal Term</strong></td>
<td>12 Months</td>
</tr>
<tr>
<td><strong>Order Notes</strong></td>
<td>Simple Renewal Only - No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705</td>
</tr>
<tr>
<td><strong>Service Name</strong></td>
<td>Circuit ID (if applicable)</td>
</tr>
<tr>
<td>Native LAN - Elite</td>
<td>46/KFFN/101451/TWCS</td>
</tr>
<tr>
<td><strong>Qty</strong></td>
<td><strong>Unit MRC</strong></td>
</tr>
<tr>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td><strong>Total MRC (Renewed)</strong></td>
<td></td>
</tr>
<tr>
<td>$3,715.20</td>
<td></td>
</tr>
</tbody>
</table>

Sub-Total: $3,715.20

<table>
<thead>
<tr>
<th>Service Address #6</th>
<th>1535 ORANGEWOOD, ANAHEIM CA 92805</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Renewal Term</strong></td>
<td>12 Months</td>
</tr>
<tr>
<td><strong>Order Notes</strong></td>
<td>Simple Renewal Only - No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705</td>
</tr>
<tr>
<td><strong>Service Name</strong></td>
<td>Circuit ID (if applicable)</td>
</tr>
<tr>
<td>Native LAN - Elite</td>
<td>46/KFFN/101427/TWCS</td>
</tr>
<tr>
<td><strong>Qty</strong></td>
<td><strong>Unit MRC</strong></td>
</tr>
<tr>
<td>1</td>
<td>$3,175.20</td>
</tr>
<tr>
<td><strong>Total MRC (Renewed)</strong></td>
<td></td>
</tr>
<tr>
<td>$3,175.20</td>
<td></td>
</tr>
</tbody>
</table>

Sub-Total: $3,175.20

<table>
<thead>
<tr>
<th>Service Address #7</th>
<th>4601 JAMBOREE, NEWPORT BEACH 92660</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Renewal Term</strong></td>
<td>12 Months</td>
</tr>
<tr>
<td><strong>Order Notes</strong></td>
<td>Simple Renewal Only - No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705</td>
</tr>
<tr>
<td><strong>Service Name</strong></td>
<td>Circuit ID (if applicable)</td>
</tr>
<tr>
<td>Native LAN - Elite</td>
<td>46/KFFN/101428/TWCS</td>
</tr>
<tr>
<td><strong>Qty</strong></td>
<td><strong>Unit MRC</strong></td>
</tr>
<tr>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td><strong>Total MRC (Renewed)</strong></td>
<td></td>
</tr>
<tr>
<td>$3,715.20</td>
<td></td>
</tr>
</tbody>
</table>

Sub-Total: $3,715.20

<table>
<thead>
<tr>
<th>Service Address #8</th>
<th>301 THE CITY, ORANGE CA 92868</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Renewal Term</strong></td>
<td>12 Months</td>
</tr>
<tr>
<td><strong>Order Notes</strong></td>
<td>Simple Renewal Only - No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705</td>
</tr>
<tr>
<td><strong>Service Name</strong></td>
<td>Circuit ID (if applicable)</td>
</tr>
<tr>
<td>Native LAN - Elite</td>
<td>46/KFFN/101417/TWCS</td>
</tr>
<tr>
<td><strong>Qty</strong></td>
<td><strong>Unit MRC</strong></td>
</tr>
<tr>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td><strong>Total MRC (Renewed)</strong></td>
<td></td>
</tr>
<tr>
<td>$3,715.20</td>
<td></td>
</tr>
</tbody>
</table>

Sub-Total: $3,715.20

<table>
<thead>
<tr>
<th>Service Address #9</th>
<th>12 Civic Center Plaza; Santa Ana, Ca 92701</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Renewal Term</strong></td>
<td>12 Months</td>
</tr>
<tr>
<td><strong>Order Notes</strong></td>
<td>Simple Renewal Only - ENLAN From 12 Civic Center Plaza; Santa Ana TO 675 Texas Street; Fairfield, CA 94533</td>
</tr>
<tr>
<td><strong>Service Name</strong></td>
<td>Circuit ID (if applicable)</td>
</tr>
<tr>
<td>ENLAN (7 Mason &amp; 1970 Broadway)</td>
<td>46/VLXX/104319/TWCS</td>
</tr>
<tr>
<td>Native LAN - Enterprise Switched Santa Ana, CA</td>
<td>46/KFFN/101432/TWCS</td>
</tr>
<tr>
<td>Native LAN - Enterprise Switched - Fairfield, CA</td>
<td>64/KFFN/103146/TWCS</td>
</tr>
<tr>
<td><strong>Qty</strong></td>
<td><strong>Unit MRC</strong></td>
</tr>
<tr>
<td>1</td>
<td>$1,496.00</td>
</tr>
<tr>
<td><strong>Total MRC (Renewed)</strong></td>
<td></td>
</tr>
<tr>
<td>$1,496.00</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>$1,248.80</td>
</tr>
<tr>
<td><strong>Total MRC (Renewed)</strong></td>
<td></td>
</tr>
<tr>
<td>$1,248.80</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>$2,980.80</td>
</tr>
<tr>
<td><strong>Total MRC (Renewed)</strong></td>
<td></td>
</tr>
<tr>
<td>$2,980.80</td>
<td></td>
</tr>
</tbody>
</table>

Sub-Total: $5,725.80
1. Increase internet bandwidth from 300mbps to 350mbps and increase Contract Amount by $11,748.00 for the period ending November 13, 2013.

2. A true and correct copy of Attachment B Cost/Compensation for Contractor Services is attached.

Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract and its amendments are incorporated by this reference as if fully set forth herein and shall remain in full force and effect as amended herein.
In WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

**Ttw telecom holdings inc.:**

**DATE:** 12/19/12  
**SIGNATURE:** [Signature]  
**PRINT NAME:** Will Fredericksen  
**TITLE:** VP/FM

**DATE:** 12/19/12  
**SIGNATURE:** [Signature]  
**PRINT NAME:** Mark A. Peters  
**TITLE:** Executive Vice President/Chief Financial Officer

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.*

---

**COUNTY OF ORANGE**

A political Subdivision of the State of California  
**SIGNATURE:** [Signature]  
**TITLE:** Deputy Purchasing Agent  
**DATE:** 12/9/12
ATTACHMENT B

COST/COMPENSATION FOR CONTRACTOR SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. SERVICE PURCHASE

Contractor shall supply the following service for the period ending November 13, 2013, less 10% discount, except as noted below:

<table>
<thead>
<tr>
<th>Circuit Label</th>
<th>Type</th>
<th>From Address</th>
<th>To Address</th>
<th>Qty</th>
<th>Total Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber-16</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>301 The City Dr. South</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-6</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1275 Berkeley Ave.</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-9</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>840 N. Eckliff</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-2</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1770 N. Broadway</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-3</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1001 S. Grand Ave.</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-4</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>4601 Jamboree Rd.</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-7</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1535 E. Orangewood</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-5</td>
<td>100mg-E</td>
<td>1400 S. Grand Ave</td>
<td>Solano DR Site</td>
<td>1</td>
<td>$5,725.60</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(10% included in cost)</td>
</tr>
<tr>
<td></td>
<td>Fixed/Tiered</td>
<td></td>
<td>Non-Recurring Charge</td>
<td>1</td>
<td>$7,480.00</td>
</tr>
<tr>
<td></td>
<td>BIS w/Gig Port</td>
<td></td>
<td>of $3,250.00 for Fiber 5</td>
<td></td>
<td>(10% included in cost)</td>
</tr>
</tbody>
</table>

Subtotal $42,101.60
Less: 10% discount $2,889.60
Total Monthly Cost $39,212.00

Note: Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations.

Fee reduction for Contractor's failure to notify County of planned and unplanned service interruptions reduction in available circuit capacity, delays in repair or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30 day) period:
<table>
<thead>
<tr>
<th>Per Service Outage</th>
<th>Percentage Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 minute (99.99% availability)</td>
<td>No credit</td>
</tr>
<tr>
<td>1 minute up to 4 hours</td>
<td>5% of the MRC</td>
</tr>
<tr>
<td>4 hours up to 8 hours</td>
<td>10% of the MRC</td>
</tr>
<tr>
<td>8 hours up to 12 hours</td>
<td>15% of the MRC</td>
</tr>
<tr>
<td>12 hours up to 16 hours</td>
<td>20% of the MRC</td>
</tr>
<tr>
<td>16 hours up to 24 hours</td>
<td>35% of the MRC</td>
</tr>
<tr>
<td>24 hours or greater</td>
<td>50% of the MRC</td>
</tr>
</tbody>
</table>

3. PAYMENT TERMS

Initial Set-up: Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. PAYMENT/INVOICING/INSTRUCTIONS: The Contractor will provide an invoice on Contractor’s letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor’s name and address
2. Contractor’s remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be added as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total

Invoices and support documentation are to be forwarded to:

County of Orange
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Accounts Payable
AMENDMENT NO. 6
TO
CONTRACT NUMBER N1000008297 AS MA-017-10011150
FOR
WIDE AREA NETWORK TRANSPORT SERVICES
FOR
ORANGE COUNTY

This Amendment Number Six (hereinafter "Amendment") is made and entered into by the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and tw telecom holdings inc., with its principal place of business at 10475 Park Meadows Drive, Littleton, CO 80124, (hereinafter referred to as "Contractor"), which may be referred individually as "Party" or collectively as "Parties".

WHEREAS, County and Contractor executed Contract N1000008297 for wide area network transport services for a three-year term commencing November 13, 2006, hereinafter "Contract"; and

WHEREAS, the Parties issued Amendment Number One to amend Attachment A of the Contract;

WHEREAS, the Parties issued Amendment Number Two to renew the Contract as number MA-017-10011150 for an additional year effective November 14, 2009 through and including November 13, 2010, and amend Attachment B to reflect amended pricing;

WHEREAS, the Parties issued Amendment Three to extend the Contract for an additional year effective November 14, 2010 through and including November 13, 2011, amend Attachment B to reflect amended pricing, and change vendor name from Time Warner Telecom Holdings, Inc. to TW Time Warner Holdings, Inc.;

WHEREAS, the Parties issued Amendment Four to extend the Contract for an additional year effective November 14, 2011 through and including November 13, 2012, reduce the contract amount by 10% for the period effective July 1, 2011 through and including November 13, 2012; and change vendor name to tw telecom holdings inc.;

WHEREAS, the Parties issued Amendment Five to increase internet bandwidth in the amount of $32,305.00 effective September 1, 2011 through November 13, 2012.

WHEREAS, the Parties desire to issue Amendment Six to upgrade the data circuit between Solano Disaster Recovery Site and the County Wide Area Network in the amount of $71,957.20 effective November 1, 2011 through November 13, 2012.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows;

1. Effective November 1, 2011, Contractor shall provide a 100mg-E data circuit between the County Wide Area Network and the Solano Disaster Recovery Site.

2. The total Contract Amount for the period November 1, 2011 through November 13, 2012 is increased by $71,957.20.
3. A true and correct copy of Attachment B Cost/Compensation for Contractor Services is attached.

Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract and its amendments are incorporated by this reference as if fully set forth herein and shall remain in full force and effect as amended herein.
IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

tw telecom holdings inc.:

DATE: 09-26-2011
SIGNATURE: [Signature]
PRINT NAME: Tina Davis
TITLE: Assistant Secretary

DATE: 9/26/11
SIGNATURE: [Signature]
PRINT NAME: G. M. V.
TITLE: GM/V

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE
A political subdivision of the State of California

SIGNATURE: [Signature]
TITLE: Contracts Manager
DATE: 10/4/11

Approved as to form
Office of the County Counsel
Orange County, California
DATE: 09-26-11

BY: [Signature]
Deputy County Counsel

Approved by Board of Supervisors on: 10/4/11
ATTACHMENT B

COST/COMPENSATION FOR CONTRACTOR SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. INITIAL SERVICE PURCHASE

Contractor shall supply the following service for the period November 14, 2010 through and including November 13, 2012, less 10% for the period July 1, 2011 through and including November 13, 2012, except as noted below:

<table>
<thead>
<tr>
<th>Circuit Label</th>
<th>Type</th>
<th>From Address</th>
<th>To Address</th>
<th>Qty</th>
<th>Total Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber-1-14</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>301 The City Dr. South</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-6</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1275 Berkeley Ave.</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-9</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>840 N. Eckhoff</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-2</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1770 N. Broadway</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-3</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1001 S. Grand Ave.</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-4</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>4601 Jamboree Rd.</td>
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<td>$4,128.00</td>
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<td>Fiber-7</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1535 B. Orangewood</td>
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<td>$4,128.00</td>
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<tr>
<td>Fiber-5</td>
<td>100mg-E</td>
<td>1400 S. Grand Ave</td>
<td>Solano DR Site (effective 11/1/11 through 11/13/12)</td>
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<td>$5,725.60 (10% included in cost)</td>
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</tbody>
</table>

Non-Recurring Charge of $3,250.00 for Fiber 5

| Fixed/Tiered EIS w/Gig Port | 1400 S. Grand Ave | Total | 1 | $33,646.00 (effective 9/1/11 through 11/13/2012) |
Note: *Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations.

Fee reduction for Contractor’s failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repair or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30) day period:
<table>
<thead>
<tr>
<th>Per Service Outage</th>
<th>Percentage Credit</th>
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</thead>
<tbody>
<tr>
<td>Less than 1 minute (99.00% availability)</td>
<td>No credit</td>
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<tr>
<td>1 minute up to 4 hours</td>
<td>5% of the MRC</td>
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<tr>
<td>4 hours up to 8 hours</td>
<td>10% of the MRC</td>
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<tr>
<td>8 hours up to 12 hours</td>
<td>15% of the MRC</td>
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<tr>
<td>12 hours up to 15 hours</td>
<td>20% of the MRC</td>
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<td>16 hours up to 24 hours</td>
<td>35% of the MRC</td>
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<tr>
<td>24 hours or greater</td>
<td>50% of the MRC</td>
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</table>
3. PAYMENT TERMS

Initial Set-up: Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover service and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or service not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. PAYMENT/INVOICING INSTRUCTIONS: The Contractor will provide an invoice on Contractor’s letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor’s name and address
2. Contractor’s remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be added as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total

Invoices and support documentation are to be forwarded to:

County of Orange
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Account Payable
**Extended NLAN Service Order Form**

### Customer Information

<table>
<thead>
<tr>
<th>Select Order Activity</th>
<th>Status of Contract</th>
<th>TWTC Standard Terms and Conditions</th>
<th>TWTC Master Service Agreement</th>
<th>On File</th>
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<table>
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<th>Service Address</th>
<th>Billing Address</th>
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<tbody>
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<td>12 Civic Center Plaza</td>
<td>County of Orange: 1501 E Saint Andrews Pl., # 200</td>
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<td></td>
</tr>
<tr>
<td>City, County, State, Zip</td>
<td>Santa Ana, CA 92701</td>
<td>City, County, State, Zip: Santa Ana, CA 92705</td>
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</table>

### Extended NLAN Service Information

**Metro NLAN**

1. **Product Name**: Basic NLAN
2. **Type of Service**: Point-to-Point NLAN
3. **Configuration**: Point-to-Point
4. **Bandwidth Type**: Shared
5. **VLAN Tag Service**: Unlimited Tagged Service (UTS)
6. **# of ONPorts**:
   - 10M Port
   - 100M Port
   - Gig Port
   - 10G Port
7. **COS Service Package**: Basic

### Pricing and Charge Summary

- **Total Monthly Recurring Charge (MRC)**: $5,725.60
- **Total Non-Recurring Charge (NRC)**: $3,250.00
- **Contract Term (Mo)**: 12 Months
- **Percentage of Interstate Usage (PIU)**: 0%

### Remarks

**TERM**: The term of this Service Order shall be co-terminus with Customer’s WAN Services and shall terminate on November 14, 2012.

ENLAN Service from Orange County to Solano County Data Center. 100mb bandwidth, and GigE Ports at both sites - Optical Handoff with Multi-Mode Fiber per customer request. Steven Huang email of 8/10. County of Orange will be required to EXTEND DMARK AT Solano DATA CENTER AND PROVIDE RACK SPACE for TW telecom at same site. TW will extend DMARK at Orange county site, 12 Cvc.

Standard Maintenance Windows: TWTC may perform routine network maintenance between 12:01 AM and 6:00 AM local time, Monday through Sunday. TWTC may extend or schedule additional windows if necessary.

Customer approves and accepts this Ethernet LINE/Native LAN/Extended NLAN/Regional Ethernet Service Order, which fully incorporates the associated TWTC Standard Terms and Conditions or the Master Service Agreement referred to on Main page and the VLAN Tag Service Order. Desired installation Date for each order is subject to TWTC internal provisioning intervals, which are specific to service type, quantity, location and availability. Provisioning interval begins after receipt of signed order and any other required documentation. The TWTC account person will provide a firm due date to customer upon receipt of all required information. Customer acknowledges that the individual executing this Order on Customer's behalf has full and complete authority to bind Customer.

### Signature

- **tw telecom holdings Inc.**: 
  - **Signature**: X
  - **Name**: William Frederickson
  - **Title**: VP/GM
  - **Date**: X
  - **Salesperson**: Ronald Mille

- **Customer**: 
  - **Signature**: Paula Kielich
  - **Name**: Paula Kielich
  - **Title**: IT Contracts Manager
  - **Date**: 10/11/11

---

*Version 5.5 Revised 6-24-11*
## Extended NLAN Service Order Form

### ENLAN Metro Location Information

<table>
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<tr>
<th>City Name</th>
<th>O.C./Home</th>
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<td>Location #4</td>
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<table>
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<td>City, County</td>
<td>Santa Ana, Orange County</td>
<td>Fairfield, Solano County</td>
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<td>Building Name</td>
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<td>Data Center</td>
</tr>
<tr>
<td>Site Contact</td>
<td>Steve Huang</td>
<td>Steve Huang</td>
</tr>
<tr>
<td>Site Phone No.</td>
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<td>(714) 834-6891</td>
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### TWTCE Equipment

#### Customer Premise Equipment

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### Remarks

ENLAN Service from Orange County to Solano County Data Center, 100mb bandwidth, and GigE Ports at both sites - Optical Hand-off with Multi-Mode Fiber per customer request Steven Huang email of 8/10. County of Orange will be required to EXTEND DMARK AT Solano DATA CENTER AND PROVIDE RACK SPACE for TWT telecom at same site. TW will extend DMARK at Orange county site, 12 Civic.
<table>
<thead>
<tr>
<th>Port Location &amp; MAC Addr</th>
<th>C.O./Intm</th>
<th>MAC Addr</th>
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</tr>
</tbody>
</table>

Remarks
ENLAN Service from Orange County to Solano County Data Center. 100mb bandwidth, and GigE Ports at both sites - Optical Handoff with Multi-Mode Fiber per customer request Steven Huang email of 8/10. County of Orange will be required to EXTEND DMARK AT Solano DATA CENTER AND PROVIDE RACK SPACE for TW telecom at same site. TW will extend DMARK at Orange county site, 12 Civic.
Switched NLAN Service Addendum

General Terms: Customer acknowledges and agrees to all of the special terms and conditions herein relating to TWTC's Switched Native LAN Service. Customer also agrees to TWTC's Standard Terms and Conditions or the Master Service Agreement attached hereto and incorporated by this reference.

Service: The Switched NLAN (SNLAN) service is a switched Ethernet service that incorporated data switching technology into the product through the use of Ethernet switches in the TWTC network. This is a best-effort service that allows multiple Customers to access a shared, oversubscribed metro Ethernet infrastructure through Ethernet ports that are unique to each individual Customer and its locations. The SNLAN service will accept and carry both (1) Tagged and (2) Untagged Ethernet traffic from the Customer. If the TWTC Individual Tag Service (ITS) is required by the Customer, the Customer agrees to the individual Tag numbers (VLAN IDs) assigned by TWTC to be carried across the TWTC network. These tags are identified and ordered through completion of the NLAN VLAN Tag Order form.

Service Configuration: The primary TWTC deployment involves placing an Ethernet switch in TWTC's Central Office (CO) with Ethernet switches located at each Customer location. The CO Ethernet switch and the switches deployed on the Customer premises are interconnected using fiber 1-Gigabit and/or 10-Gigabit Ethernet links. In some instances, Customer end-user ports may be offered from transport (SONET-based) equipment. These corresponding connections are carried over the SONET infrastructure to the TWTC CO Ethernet switch, where they interconnect to the switched Ethernet network with other locations.

Maintenance: TWTC manages all TWTC SNLAN equipment remotely from the TWTC Network Operations Center (NOC). If Customer experiences service issues, the Customer must call the NOC in Greenwood Village, Colorado and describe the service issue. Problem identification, troubleshooting, and resolution are performed remotely by TWTC NOC personnel. In selected cases, service issue resolution may involve the NOC contacting the City Operations for assistance and/or dispatch of a technician.

TWTC Responsibilities:

1. TWTC will install and maintain the Ethernet switch equipment necessary for the SNLAN service.
2. Equipment deployed for backup power at Customer locations is owned and managed by TWTC unless otherwise stated per agreement with the Customer and/or said equipment is deployed and owned by the Customer.

Customer Responsibilities:

1. Customer is responsible for providing a secure environment in which to locate the equipment.
2. Customer is responsible for providing primary power for the SNLAN equipment.

If a service issue results from Customer not meeting the responsibilities set forth above, Customer will continue to be billed for the service and in addition will pay any applicable charges associated with service resolution.

Remarks

SNLAN Service from Orange County to Solano County Data Center. 100mb bandwidth, and GigE Ports at both sites - Optical Handoff with Multi-Mode Fiber per customer request. Steven Huang email at 8/6/0. County of Orange will be required to EXTEND DMARK AT Solano DATA CENTER AND PROVIDE RACK SPACE for TW telecom at same site. TW will extend DMARK at Orange county site, 12 Gvts.

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<thead>
<tr>
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<th>Customer Initial</th>
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<tbody>
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<td></td>
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</tr>
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</table>

Version 6.5 Revised 8.14.11
tw telecom - Confidential

Page 4 of 5

Page 84 of 139
**VLAN Tag Service Order Form**

**VLAN Tag Order Information**

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<thead>
<tr>
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<th>Total MRC of Tags</th>
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<td>Circuit 3</td>
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**Tag Number and Activity Information**

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</tbody>
</table>

**Remarks**

ENLAN Service from Orange County to Solano County Data Center. 100mb bandwidth, and GigE Ports at both sites - Optical Handoff with Multi-Mode Fiber per customer request. Steven Huang email of 6/10. County of Orange will be required to EXTEND DMARK AT Solano DATA CENTER AND PROVIDE RACK SPACE for TW telecom at same site. TW will extend DMARK at Orange county site, 12 Civic.

Customer approves and accepts this VLAN Tag Service Order, which fully incorporates the associated TWTC Standard Terms and Conditions or the Master Service Agreement referred to above and the Native UAN/Extended UAN/Regional Ethernet Service Order. The VLAN Tag Service may not support certain layer 2 Tunneling Protocols (e.g., CDP, VTP, STP) depending on the transport methodology used to deliver the Ethernet LINE/Native UAN/Extended UAN/Regional Ethernet Service. Desired Installation Date for each order is subject to TWTC internal provisioning intervals, which are specific to service type, quantity, location and availability. Provisioning interval begins after receipt of signed order and any other required documentation. The TWTC account person will provide a firm due date to customer upon receipt of all required information. Customer acknowledges that the individual executing this Order on Customer's behalf has full and complete authority to bind Customer.

**tw telecom holdings inc.**

Signature: x

Name (printed): William Fredericksen

Title: VP / GM

Date: 

Salesperson: Ronald Mills

**Customer:**

Signature: 

Name (printed): Paula Kiechle

Title: IT Contracts Manager

Date: 

**County of Orange**

Page 5 of 5

Page 85 of 139
AMENDMENT NO. 5
TO
CONTRACT NUMBER N1000008297 AS MA-017-10011150
FOR
WIDE AREA NETWORK TRANSPORT SERVICES
FOR
ORANGE COUNTY

This Amendment Number Five (hereinafter “Amendment”) is made and entered into by the County of Orange, a political subdivision of the State of California, (hereinafter referred to as “County”) and tw telecom holdings inc., with its principal place of business at 10475 Park Meadows Drive, Littleton, CO 80124, (hereinafter referred to as “Contractor”), which may be referred individually as “Party” or collectively as “Parties”.

WHEREAS, County and Contractor executed Contract N1000008297 for wide area network transport services for a three-year term commencing November 13, 2006, hereinafter “Contract”; and

WHEREAS, the Parties issued Amendment Number One to amend Attachment A of the Contract;

WHEREAS, the Parties issued Amendment Number Two to renew the Contract as number MA-017-10011150 for an additional year effective November 14, 2009 through and including November 13, 2010, and amend Attachment B to reflect amended pricing;

WHEREAS, the Parties issued Amendment Three to extend the Contract for an additional year effective November 14, 2010 through and including November 13, 2011, amend Attachment B to reflect amended pricing, and change vendor name from Time Warner Telecom Holdings, Inc. to TW Time Warner Holdings, Inc.;

WHEREAS, the Parties issued Amendment Four to extend the Contract for an additional year effective November 14, 2011 through and including November 13, 2012, reduce the contract amount by 10% for the period effective July 1, 2011 through and including November 13, 2012; and change vendor name to tw telecom holdings inc.;

WHEREAS, the Parties desire to issue Amendment Five to increase internet bandwidth in the amount of $32,305.00 effective September 1, 2011 through November 13, 2012.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows;

1. Effective September 1, 2011 through November 13, 2012, increase internet bandwidth from 200mg to 300mg.

2. The total Contract Amount for the period September 1, 2011 through November 13, 2012 is increased by $32,305.00.

3. A true and correct copy of Attachment B Cost/Compensation for Contractor Services is attached.
4. Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract as amended shall remain in full force and effect as amended herein.
County of Orange
tw telecom holdings, inc

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

tw telecom holdings inc*:

DATE: __________
SIGNATURE: Tina Davis
PRINT NAME: Tina Davis
TITLE: Senior Vice President
Deputy General Counsel

DATE: 9/8/11
SIGNATURE: Will Frederickson
PRINT NAME: Will Frederickson
TITLE: VP/GM

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE
A political subdivision of the State of California

SIGNATURE: Sheila Kellen
TITLE: Contracts Manager
DATE: 9/8/11
ATTACHMENT B

COST/COMPENSATION FOR CONTRACTOR SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. INITIAL SERVICE PURCHASE

Contractor shall supply the following service for the period November 14, 2010 through and including November 13, 2012, less 10% for the period July 1, 2011 through and including November 13, 2012, except as noted below:

<table>
<thead>
<tr>
<th>Circuit Label</th>
<th>Type</th>
<th>From Address</th>
<th>To Address</th>
<th>Qty</th>
<th>Total Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber-14</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>301 The City Dr. South</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-6</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1275 Berkeley Ave.</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-9</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>840 N. Echoff</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-2</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1770 N. Broadway</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-3</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1001 S. Grand Ave.</td>
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<td>$4,128.00</td>
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<tr>
<td>Fiber-4</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>4601 Jambores Rd.</td>
<td>1</td>
<td>$4,128.00</td>
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<tr>
<td>Fiber-7</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1535 E. Orangewood</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fixed/Tiered BIS w/Gig Port</td>
<td></td>
<td>1400 S. Grand Ave</td>
<td>&lt;Gigabit Internet circuit&gt; (increased from 100mb to 300mb effective 9/1/2011 through 11/13/2012)</td>
<td></td>
<td>$4,750.00 (6,142.00 monthly cost effective 9/1/11 through 11/13/2012)</td>
</tr>
</tbody>
</table>

| Total | 1 | | | | $33,646.00 (33,016.00 effective 9/1/11 through 11/13/2012) |

Note: *Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations.

Fee reduction for Contractor’s failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repair or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30) day period:
<table>
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<tr>
<th>Per Service Outage</th>
<th>Percentage Credit</th>
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<tbody>
<tr>
<td>Less than 1 minute (99.00% availability)</td>
<td>No credit</td>
</tr>
<tr>
<td>1 minute up to 4 hours</td>
<td>5% of the MRC</td>
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<td>4 hours up to 8 hours</td>
<td>10% of the MRC</td>
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<td>8 hours up to 12 hours</td>
<td>15% of the MRC</td>
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<td>12 hours up to 16 hours</td>
<td>20% of the MRC</td>
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<td>16 hours up to 24 hours</td>
<td>35% of the MRC</td>
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<td>24 hours or greater</td>
<td>50% of the MRC</td>
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3. PAYMENT TERMS

Initial Set-up: Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover service and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or service not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. PAYMENT/INVOICING INSTRUCTIONS: The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor’s name and address
2. Contractor’s remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be added as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total

Invoices and support documentation are to be forwarded to:

County of Orange
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Account Payable
Service Modification Order Form

This Service Order is entered into by tw telecom holdings inc. by and through its wholly owned subsidiaries that are certified to provide the services being ordered hereunder (collectively "TWTC") and ("Customer"). and as effective upon execution both by Customer and TWTC. TWTC shall remain responsible for the performance of its subsidiaries hereunder this Service Order, which own and operate the telecommunication facilities. If there is a conflict between this Service Order and the prior agreement(s) for the services being modified or renewed, this Service Order shall prevail over the prior agreement and any applicable tariff.

Monthly Recurring Charge (MRC): $8,412.00
Non-Recurring Charge (NRC): $650.00

Customer and the individual signing below represent that such individual has the authority to bind Customer to this Service Order.

For telecom holdings inc.

Signature: [Signature]
Print Name: William Freeth
Title: VPQMI
Date: 10/1/11
Sales Person: Ronald Miller

For County of Orange

Signature: [Signature]
Print Name: Paula VanDyke
Title: Corporate Manager
Date: 10/1/11

Change Form

Customer agrees this modification only affects the specific services listed below. Except as modified by this Service Modification, the contract described below remains in full force and effect. **"Additional services in line with original contract will be consummated to initial, like services."**

Account Number: 209514
BO: LJM-525FOG
Expedite: No
Contract Type: Voice & Internet Service Order Form (VISOF)
Date Original Contract Signature: 11/1/2003

General Requested Service Modifications

Customer has existing Service On Net with existing GigE port, No CoS, and 300mb bandwidth. This Order is to Upgrade Bandwidth from 300 mb to 500mb, No other changes apply to this request. Current Circuit ID associated with Service: 496/FIN/140/140/1CWGS. (Customer needs are reference billing: CURRNT MONTHLY BILLING FOR 300MB: $3,275.00.
BANDWIDTH INCREASE FROM 300MB TO 500MB MONTHLY COST: $5,412.00. TOTAL NEW MONTHLY BILLING: $8,687.00.
MOR RECURRING: $650.00

Service Address #1
1400 South Grand Avenue, Santa Ana, California 92705

Order Activity: Upgrade

Order Notes: Customer has existing Service On Net with existing GigE port, No CoS, and 300mb bandwidth. This Order is to Upgrade Bandwidth from 300 mb to 500mb. No other changes apply to this request. Current Circuit ID associated with Service: 496/FIN/140/140/1CWGS

Service Name: Internet Bandwidth Upgrade / Add (100mb)

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<tr>
<th>Unit MRC</th>
<th>Total MRC</th>
<th>Unit NRC</th>
<th>Total NRC</th>
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<tr>
<td>$8,412.00</td>
<td>$8,412.00</td>
<td>$650.00</td>
<td>$650.00</td>
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</tbody>
</table>

Sub-Total: $8,412.00

8xx Intrastate Rate (per minute): NA
8xx Intrastate Rate (per minute): NA
AMENDMENT NO. 4
TO
CONTRACT NUMBER N100008297 AS MA-017-10011150
FOR
WIDE AREA NETWORK TRANSPORT SERVICES
FOR
ORANGE COUNTY

This Amendment Number Four (hereinafter "Amendment") is made and entered into by the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and tw telecom holdings inc., with its principal place of business at 10475 Park Meadows Drive, Littleton, CO 80124, (hereinafter referred to as "Contractor"), which may be referred individually as "Party" or collectively as "Parties".

WHEREAS, County and Contractor executed Contract N100008297 for wide area network transport services for a three-year term commencing November 13, 2006, hereinafter "Contract"; and

WHEREAS, the Parties issued Amendment Number One to amend Attachment A of the Contract;

WHEREAS, the Parties issued Amendment Number Two to renew the Contract as number MA-017-10011150 for an additional year effective November 14, 2009 through and including November 13, 2010, and amend Attachment B to reflect amended pricing;

WHEREAS, the Parties issued Amendment Three to extend the Contract for an additional year effective November 14, 2010 through and including November 13, 2011, amend Attachment B to reflect amended pricing, and change vendor name from Time Warner Telecom Holdings, Inc. to TW Time Warner Holdings, Inc.;

WHEREAS, the Parties desire to issue Amendment Four to extend the Contract for an additional year effective November 14, 2011 through and including November 13, 2012, reduce the contract amount by 10% for the period effective July 1, 2011 through and including November 13, 2012; and change vendor name to tw telecom holdings inc.;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows;

1. The term of the Contract N100008297, now MA-017-10011150, is extended for a period of one year, thereby amending the Contract period effective November 14, 2011 through and including November 13, 2012, unless otherwise terminated by County.

2. The total Contract Amount for the period July 1, 2011 through and including November 13, 2011 will be reduced by 10% for an annual not to exceed amount of $388,611.30.

3. The total Contract Amount for the period November 14, 2011 through November 13, 2012 shall will be reduced by 10% for a not exceed amount of $363,376.80.

4. A true and correct copy of Attachment B Cost/Compensation for Contractor Services is attached.
Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract and its amendments are incorporated by this reference as if fully set forth herein and shall remain in full force and effect as amended herein.
IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

**tw telecom holdings inc.**

**DATE:** 5/10/2011
**SIGNATURE:** Gina M. Bower
**PRINT NAME:** Gina M. Bower
**TITLE:** RVP - Equities

**DATE:**
**SIGNATURE:** Tina Davis
**PRINT NAME:** Tina Davis
**TITLE:** Assistant Secretary

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

---

**COUNTY OF ORANGE**

**A political subdivision of the State of California**

**SIGNATURE:**
**TITLE:** Contracts Manager
**DATE:** 6/7/11

Approved by Board of Supervisors on: 6/7/11

Approved as to form
Office of the County Counsel

Deputy
ATTACHMENT B
COST/COMPENSATION FOR CONTRACTOR SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. INITIAL SERVICE PURCHASE
Contractor shall supply the following service for the period November 14, 2010 through and including November 13, 2012, less 10% for the period July 1, 2011 through and including November 13, 2012:

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<tr>
<td>Fiber-4</td>
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<td>1400 S. Grand Ave</td>
<td>4601 Jamboree Rd.</td>
<td>1</td>
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<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>&lt;Gigabit Internet circuit&gt;</td>
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<td>$4,750.00</td>
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<tr>
<td>EIS w/Gig Port</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Total                                           1 $33,646.00

Note: *Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations.

Fee reduction for Contractor's failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repair or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30) day period:

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<td>20% of the MRC</td>
</tr>
<tr>
<td>16 hours up to 24 hours</td>
<td>35% of the MRC</td>
</tr>
<tr>
<td>24 hours or greater</td>
<td>50% of the MRC</td>
</tr>
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</table>
3. PAYMENT TERMS

Initial Set-up: Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover service and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or service not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. PAYMENT/INVOICING INSTRUCTIONS: The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be included as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total

Invoices and support documentation are to be forwarded to:

County of Orange
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Account Payable
AMENDMENT NO. 3
TO
CONTRACT NUMBER N1000008297 AS MA-017-10011150
FOR
WIDE AREA NETWORK TRANSPORT SERVICES
FOR
ORANGE COUNTY

This Amendment Number Three (hereinafter "Amendment") is made and entered into by the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and TW Telecom Holdings, Inc., with its principal place of business at 10475 Park Meadows Drive, Littleton, CO 80124, (hereinafter referred to as "Contractor"), which may be referred individually as "Party" or collectively as "Parties".

WHEREAS, County and Contractor executed Contract N1000008297 for wide area network transport services for a three-year term commencing November 13, 2006, hereinafter "Contract"; and

WHEREAS, the Parties issued Amendment Number One to amend Attachment A of the Contract;

WHEREAS, the Parties issued Amendment Number Two to renew the Contract as number MA-017-10011150 for an additional year effective November 14, 2009 through and including November 13, 2010, and amend Attachment B to reflect amended pricing;

WHEREAS, the County desires to issue Amendment Three to extend the Contract for an additional year effective November 14, 2010 through and including November 13, 2011, amend Attachment B to reflect amended pricing, and change vendor name from Time Warner Telecom Holdings, Inc. to TW Time Warner Holdings, Inc.;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows:

1. The term of the Contract N1000008297, now MA-017-10011150, is extended for a period of one year, thereby amending the Contract period effective November 14, 2010 through and including November 13, 2011, unless otherwise terminated by County.

2. The total Contract Amount for the period November 14, 2010 through November 13, 2011 shall not exceed $403,752.00.

3. A true and correct copy of Attachment B Cost/Compensation for Contractor Services is attached.

4. Except as otherwise expressly set forth herein, all terms and conditions contained in the Original Contract and its amendments/modification are incorporated by this reference as if fully set forth herein and shall remain in full force and effect as amended herein. All obligations of the parties that would have been terminated on November 13, 2010 are hereby extended to November 13, 2011.
IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

**TW TELECOM HOLDINGS, INC.***:

**DATE:** 7/9/2010  
**SIGNATURE:** [Signature]  
**PRINT NAME:** [Name]  
**TITLE:** [Title]

**DATE:** 8/9/2010  
**SIGNATURE:** [Signature]  
**PRINT NAME:** [Name]  
**TITLE:** [Title]

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.*

---

**COUNTY OF ORANGE**

A political subdivision of the State of California  
**SIGNATURE:** [Signature]  
**TITLE:** [Title]  
**DATE:** 8/31/10

Approved as to form  
Office of the County Counsel  
Orange County, California  
**DATE:** 8-11-10  
**BY:** [Signature]  
Deputy County Counsel

Approved by Board of Supervisors on: 8/31/10
ATTACHMENT B
COST/COMPENSATION FOR CONTRACTOR SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. INITIAL SERVICE PURCHASE
Contractor shall supply the following service for the period November 14, 2010 through and including November 13, 2011:

<table>
<thead>
<tr>
<th>Circuit Label</th>
<th>Type</th>
<th>From Address</th>
<th>To Address</th>
<th>Qty</th>
<th>Total Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber-14</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>301 The City Dr. South</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-6</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1275 Berkeley Ave.</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-9</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>840 N. Eckhoff</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-2</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1770 N. Broadway</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-3</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1001 S. Grand Ave.</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-4</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>4601 Jamboree Rd.</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-7</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1535 E. Orangewood</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fixed/Tiered EIS w/Gig Port</td>
<td></td>
<td>1400 S. Grand Ave</td>
<td>&lt;Gigabit Internet Circuit&gt;</td>
<td></td>
<td>$4,750.00</td>
</tr>
</tbody>
</table>

Total: 1 $33,646.00

Note: *Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations.

Fee reduction for Contractor's failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repair or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30) day period:

<table>
<thead>
<tr>
<th>Per Service Outage</th>
<th>Percentage Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 minute (99.00% availability)</td>
<td>No credit</td>
</tr>
<tr>
<td>1 minute up to 4 hours</td>
<td>5% of the MRC</td>
</tr>
<tr>
<td>4 hours up to 8 hours</td>
<td>10% of the MRC</td>
</tr>
<tr>
<td>8 hours up to 12 hours</td>
<td>15% of the MRC</td>
</tr>
<tr>
<td>12 hours up to 16 hours</td>
<td>20% of the MRC</td>
</tr>
<tr>
<td>16 hours up to 24 hours</td>
<td>35% of the MRC</td>
</tr>
<tr>
<td>24 hours or greater</td>
<td>50% of the MRC</td>
</tr>
</tbody>
</table>
3. PAYMENT TERMS

Initial Set-up: Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover service and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or service not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. PAYMENT/INVOICING INSTRUCTIONS: The Contractor will provide an invoice on Contractor’s letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor’s name and address
2. Contractor’s remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be added as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total

Invoices and support documentation are to be forwarded to:

County of Orange
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Account Payable
AMENDMENT NO. 2  
TO  
CONTRACT NUMBER N1000008297 AS MA-017-10011150  
FOR  
WIDE AREA NETWORK TRANSPORT SERVICES  
FOR  
ORANGE COUNTY  

This Amendment Number Two (hereinafter “Amendment”) is made and entered into by the County of Orange, a political subdivision of the State of California, (hereinafter referred to as “County”) and tw telecom holdings inc. (formerly Time Warner Telecom Holdings, Inc.), with its principal place of business at 7 Mason, Irvine, CA 92618-2707, (hereinafter referred to as “Contractor”), which may be referred individually as “Party” or collectively as “Parties”.

WHEREAS, County and Contractor executed Contract N1000008297 for wide area network transport services for a three-year term commencing November 13, 2006, hereinafter “Contract”; and

WHEREAS, the Parties issued Amendment Number One to amend Attachment A of the Contract;

WHEREAS, the County desires to issue Amendment Number Two to renew the Contract as number MA-017-10011150 for an additional year effective November 14, 2009 through and including November 13, 2010, and amend Attachment B to reflect amended pricing;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows:

1. The term of the Contract N1000008297, now MA-017-10011150, is renewed for a period of one year, thereby amending the Contract period effective November 14, 2009 through and including November 13, 2010, unless otherwise terminated by County.

2. The total Contract Amount for the period November 14, 2009 through November 13, 2010 shall not exceed $418,800.48.

3. A true and correct copy of Attachment B Cost/Compensation For Contractor Services is attached.

4. Except as otherwise expressly set forth herein, all terms and conditions contained in the Original Contract and its amendments/modification are incorporated by this reference as if fully set forth herein and shall remain in full force and effect as amended herein. All obligations of the parties that would have been terminated on November 13, 2009 are hereby extended to November 13, 2010. This renewal period of November 14, 2009 through and including November 13, 2010 may be referred to as Contract MA-017-10011150 for County purposes.
IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

_**tw telecom holdings inc.**_

**DATE:** 10-20-2009  
**SIGNATURE:** [Signature]  
**PRINT NAME:** [Print Name]  
**TITLE:** [Title]

**DATE:** 10-20-2009  
**SIGNATURE:** [Signature]  
**PRINT NAME:** [Print Name]  
**TITLE:** [Title]

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.*

---

**COUNTY OF ORANGE**

A political subdivision of the State of California  
**SIGNATURE:** [Signature]  
**TITLE:** [Title]  
**DATE:** 11-0-09

Approved as to form  
Office of the County Counsel  
Orange County, California  
**DATE:** 10/20/2009  
**BY:** [Signature]  
Deputy County Counsel
ATTACHMENT B

COST/COMPENSATION FOR CONTRACTOR SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. INITIAL SERVICE PURCHASE

Contractor shall supply the following service for the period November 14, 2009 through and including November 13, 2010:

<table>
<thead>
<tr>
<th>Circuit Label</th>
<th>Type</th>
<th>From Address</th>
<th>To Address</th>
<th>Qty</th>
<th>Total Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber-14</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>301 The City Dr. South</td>
<td>1</td>
<td>$4,285.72</td>
</tr>
<tr>
<td>Fiber-6</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1275 Berkeley Ave.</td>
<td>1</td>
<td>$4,285.72</td>
</tr>
<tr>
<td>Fiber-9</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>840 N. Eckhoff</td>
<td>1</td>
<td>$4,285.72</td>
</tr>
<tr>
<td>Fiber-2</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1770 N. Broadway</td>
<td>1</td>
<td>$4,285.72</td>
</tr>
<tr>
<td>Fiber-3</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1001 S. Grand Ave.</td>
<td>1</td>
<td>$4,285.72</td>
</tr>
<tr>
<td>Fiber-4</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>4601 Jamboree Rd.</td>
<td>1</td>
<td>$4,285.72</td>
</tr>
<tr>
<td>Fiber-7</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1535 E. Orangewood</td>
<td>1</td>
<td>$4,285.72</td>
</tr>
<tr>
<td>Fixed/Tiered EIS w/Gig Port</td>
<td>1400 S. Grand Ave</td>
<td>&lt;Gigabit Internet circuit&gt;</td>
<td>4,900.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total 1 34,900.04

Note: *Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations.

Fee reduction for Contractor's failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repair or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30) day period:

<table>
<thead>
<tr>
<th>Per Service Outage (99.00% availability)</th>
<th>Percentage Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 minute</td>
<td>No credit</td>
</tr>
<tr>
<td>1 minute up to 4 hours</td>
<td>3% of the MRC</td>
</tr>
<tr>
<td>4 hours up to 8 hours</td>
<td>10% of the MRC</td>
</tr>
<tr>
<td>8 hours up to 12 hours</td>
<td>15% of the MRC</td>
</tr>
<tr>
<td>12 hours up to 16 hours</td>
<td>20% of the MRC</td>
</tr>
<tr>
<td>16 hours up to 24 hours</td>
<td>35% of the MRC</td>
</tr>
<tr>
<td>24 hours or greater</td>
<td>50% of the MRC</td>
</tr>
</tbody>
</table>
3. **PAYMENT TERMS**

**Initial Set-up:** Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

**Monthly Service:** Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover service and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or service not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. **PAYMENT/INVOICING INSTRUCTIONS:** The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be added as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total

Invoices and support documentation are to be forwarded to:

County of Orange  
1501 E. Saint Andrew Place, Suite 200  
Santa Ana, CA 92705  
Attn: Account Payable
AMENDMENT NO. 1
TO
PRICE AGREEMENT NO. N1000008297
FOR
WIDE AREA NETWORK TRANSPORT SERVICES
FOR
ORANGE COUNTY

This Amendment Number One (hereinafter “Amendment”) is made and entered into this 1st day of May 2007, by and between the County of Orange, hereinafter “County” and Time Warner Telecom Holdings, Inc., hereinafter “Contractor,” which are sometimes individually referred to as “Party,” or collectively referred to as “Parties.”

WHEREAS, County and Contractor executed Contract N1000008297 for wide area network transport services for a three-year term commencing November 13, 2006, hereinafter “Contract”; and

WHEREAS, the Parties desire to amend the Attachment A of the Contract;

NOW THEREFORE, it is mutually agreed as follows:

1. Attachment A of the original Contract is replaced in its entirety with Exhibit A which is attached hereto and incorporated by this reference:

2. All other provisions of the original Contract remain unchanged and in full force and effect.

3. All other provisions of the original Agreement, a copy of which is attached hereto as Exhibit B and incorporated by this reference, and any previous amendments, to the extent they are not inconsistent with this Amendment, remain unchanged and in full force and effect.
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

TIME WARNER TELECOM HOLDINGS, INC.:

DATE: __________________________
Signature: ______________________
Print Name: ____________________
Title: __________________________

DATE: __________________________
Signature: ______________________
Print Name: ____________________
Title: __________________________

* If the contracting party is a corporation, (2) two signatures are required as further set forth in this paragraph. The first signature shall be: (a) the Chairman of the Board; b) the President; or c) any Vice President. The second signature shall be a) the Secretary; or 2) any Assistant Secretary; or 3) the Chief Financial Officer; or d) any Assistant Treasurer.

County of Orange
A political Subdivision of the State of California

By: ____________________________  Title: ____________________________
Signature: ______________________
Print Name: ____________________
Date: ____________
County of Orange  
Time Warner Telecom Holdings, Inc.  

Exhibit A  

ATTACHMENT A  

SCOPE OF WORK  
WIDE AREA NETWORK TRANSPORT SERVICES  

A. SERVICE LEVELS  

Contractor shall provide transport services with high-availability and minimum downtime. Service Level Agreements (SLAs) are a critical component of any transport service to assure that negotiated services levels are contractually adhered to by the Contractor. The County requires a minimum of 99.99% up time on all proposed circuits. The Contractor will ensure that available bandwidth or throughput will not drop below 90% of declared circuit capacity at any time on any proposed circuit. The Contractor will further produce reports to the County showing bandwidth utilization and availability of throughput on an hourly, daily, weekly, monthly, and yearly basis. These reports will be available on-line and allow for on-demand bandwidth reporting by County staff at any time. Scheduled impact to transport services needs to be documented and sent to designated County contacts five (5) working days in advance. The County must be notified within 30 minutes of any outages through a pre-defined County escalation plan. All SLAs will be actively enforced by the County. Fee reductions specified in Attachment B may result from Contractor’s failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repair or any other disruption of service without regard to the County’s actual monetary loss from such disruptions.

B. INTERNET SERVICES  

1. Network Availability  
Contractor shall be available to County at least 99.99% of the time in a calendar month ("Network Availability") or County will receive service outage credits per the table below. A service outage causing Network non-availability is defined as the inability to transmit and receive data due to a failure in Contractor's equipment or network ("Service Outage"). Credits are based upon a percentage of the monthly recurring charge ("MRC") for the non-performing Internet Service as follows:

<table>
<thead>
<tr>
<th>Per Service Outage</th>
<th>Percentage Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 5 minutes (99.99% availability)</td>
<td>No Credit</td>
</tr>
<tr>
<td>5 minutes up to 4 hours</td>
<td>5% of the MRC</td>
</tr>
<tr>
<td>4 hours up to 8 hours</td>
<td>10% of the MRC</td>
</tr>
<tr>
<td>8 hours up to 12 hours</td>
<td>15% of the MRC</td>
</tr>
<tr>
<td>12 hours up to 16 hours</td>
<td>20% of the MRC</td>
</tr>
<tr>
<td>16 hours up to 24 hours</td>
<td>35% of the MRC</td>
</tr>
<tr>
<td>24 hours or greater</td>
<td>50% of the MRC</td>
</tr>
</tbody>
</table>

2. Network Latency  
Contractor’s Internet Services will have an average round-trip transmission of 50 milliseconds ("ms") or less between Contractor Internet points of presence ("POPs") in the forty-eight contiguous United States and an average round-trip transmission of 75 milliseconds or less between Contractor’s Internet POPs located in Hawaii and the mainland United States ("Latency"). If Contractor fails to meet the applicable Latency standard, credits
County of Orange
Time Warner Telecom Holdings, Inc.

will be calculated per the table below. Credits are based upon a percentage of the MRC for the non-performing Internet Service as follows:

<table>
<thead>
<tr>
<th>48 Contiguous U.S.</th>
<th>Hawaii</th>
<th>Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.00 to 50.00 ms</td>
<td>0.00 to 75.00 ms</td>
<td>No Credit</td>
</tr>
<tr>
<td>50.01 to 60.00 ms</td>
<td>75.01 to 85.00 ms</td>
<td>5% of the MRC</td>
</tr>
<tr>
<td>60.01 to 65.00 ms</td>
<td>85.01 to 90.00 ms</td>
<td>10% of the MRC</td>
</tr>
<tr>
<td>65.01 to 70.00 ms</td>
<td>90.01 to 95.00 ms</td>
<td>15% of the MRC</td>
</tr>
<tr>
<td>70.01 to 75.00 ms</td>
<td>95.01 to 100.00 ms</td>
<td>20% of the MRC</td>
</tr>
<tr>
<td>75.01 to 80.00 ms</td>
<td>100.01 to 105.00 ms</td>
<td>35% of the MRC</td>
</tr>
<tr>
<td>80.01 ms or greater</td>
<td>105.01 ms or greater</td>
<td>50% of the MRC</td>
</tr>
</tbody>
</table>

3. Packet Delivery
Contractor's Internet Services will have packet delivery of 99.5% or greater. Packet Delivery is determined by averaging sample measurements taken during the most recent full calendar month between Contractor Internet POPS. If Contractor fails to meet the applicable Packet Delivery objective, credits will be calculated per the table below. Credits are based upon a percentage of the MRC for the non-performing Internet Service as follows:

<table>
<thead>
<tr>
<th>Packet Delivery</th>
<th>Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>99.5% or greater</td>
<td>No Credit</td>
</tr>
<tr>
<td>99% to 99.4%</td>
<td>5% of the MRC</td>
</tr>
<tr>
<td>98% to 98.9%</td>
<td>10% of the MRC</td>
</tr>
<tr>
<td>97% to 97.9%</td>
<td>15% of the MRC</td>
</tr>
<tr>
<td>96% to 96.9%</td>
<td>20% of the MRC</td>
</tr>
<tr>
<td>95% to 95.9%</td>
<td>35% of the MRC</td>
</tr>
<tr>
<td>Less than 95%</td>
<td>50% of the MRC</td>
</tr>
</tbody>
</table>

4. One-time Installation
For Internet Services provisioned completely on Contractor’s Network, Contractor will complete installation within 12 business days from the date the Service Order is received by Contractor’s Provisioning Network Operations Center (“PNOC”). For Off-net Services (provisioned through another provider), Contractor will complete installation within 12 business days from the date the Service Order is received by the PNOC, plus the underlying provider’s actual installation interval. If Contractor fails to meet the installation interval, it will provide County with a 50% credit off the installation fee set forth in the applicable Service Order.

5. General Terms
County shall report problems with its Services by contacting Contractor's Customer & Network Reliability Center (“CNRC”) at 1-800-829-0420. Contractor will open a trouble ticket and provide a trouble ticket number for tracking purposes. For the purpose of determining the applicable credit, a Service Outage begins upon monitoring systems report of a “down” circuit and ends when the Service is restored. The resources, equipment and methodology used to measure service level metrics are determined by Contractor in its sole discretion. Service Outages and failures to meet the performance objectives herein do not include outages and failures caused by the County’s equipment, acts or omissions of County or its end users, failure of elements of the Internet outside of Contractor’s control or outages occurring during scheduled or emergency maintenance. Standard maintenance windows are based on the time zone of a city’s location and are available at: http://info.twtelecom.net/info.php?id=1. County shall be notified in advance of any planned or emergency outages. Notification shall be a minimum of 10 business days for planned outages and 3 days for emergency outages. The duration of a Service Outage does not include any time during which Contractor is denied access to...
County of Orange

Time Warner Telecom Holdings, Inc.

the premises necessary to restore the Service. County has the right to exercise any one of the SLA credits at any
time during the month and can exercise multiple credits during any month.

C. SECURITY

The County Enterprise Network requires that Contractor provides detailed documentation outlining security
policies/procedures, "Best Practices", and technologies that are implemented in the proposed WAN Transport Service
offering to increase security and mitigate risk.

D. NETWORK AND TRANSPORT MONITORING

Contractor shall provide a method for on-line monitoring by the County of all proposed circuits. The Contractor
should be able to provide reports on real-time and historical bandwidth utilization. All reports will include the ability
to show detail on an hourly, daily, weekly, monthly and yearly basis. Additionally, the Contractor may provide a
portal or secure web access for the County to monitor circuit up-time and outages. A secure Internet-accessible web
site is preferred for County access to Contractor transport statistics and information.

E. TRANSITION, TESTING AND ACCEPTANCE

All services must be in place no later than January 15, 2007. The County will require the Data Center (1400 S. Grand
Ave.) and 301 The City Drive South, Orange, be operational by December 15, 2006, to insure smooth integration
with existing County infrastructure. These dates may be change upon mutual agreement of the Parties. No payments
to the Contractor shall be made until the County has determined that a successful testing of each circuit and
integration with County network is operational.

Contractor will provide a comprehensive testing and acceptance plan for each site and each circuit type. At a
minimum the County expects these testing and acceptance criteria to include pre-acceptance uptime periods and
throughput validation methodologies.

F. ADDITIONAL CONTRACTOR REQUIREMENTS

1. Contractor shall provide full, 24 hours by 7 days a week, support including telephone support (i.e. help desk) and
maintenance of communication links, if applicable.

2. Contractor will coordinate ordering, shipping and delivery of equipment and materials to any installation site, in
the event such materials are required.

3. Contractor will provide any necessary equipment to initiate new services at a given location.

4. County shall receive at minimum a one-year warranty on all new parts and equipment.

G. COUNTY TELECOMMUNICATIONS PROCEDURES

All telecommunication and data services projects in County facilities fall under the direct authority of the office of
the County Information Officer, Deputy CEO for County Executive Office/Information Technology (CEO/IT). No
work is to be performed at any County owned or occupied facility without direct authorization from County Project
Manager. Additionally, no consultation or engineering of any sort will occur directly between the Contractor and any
other County agency regarding any County facility without the involvement, coordination and pre-approval of County
Project Manager.
The County uses a Telephone Services Request (TSR) for all services requested from Contractor. The TSR will indicate the installation address and the billing address, which may or may not be the same.

No work is to be performed at any County owned or occupied facility without a signed TSR from the County Project Manager. Additionally, no consultation or engineering of any sort will occur directly between the Contractor and any agency regarding any County facility without the involvement, coordination, and written approval from County Project Manager. Failure to comply with these instructions can lead to termination of the Contract. Additionally, if the Contractor installs any transport circuits without a signed TSR from the County Project Manager at any County facility, said performance will be deemed outside the scope of this Contract and the service shall not be compensated. If Contractor is unsure of a course of action or whether to undertake any service including but not limited to installation, repair, deletion, or termination of any transport circuit, prior to providing any authorized TSR, Contractor's Project Manager shall notify, in writing, the County Project Manager for consultation and written approval or denial of the work.

All services are to be coordinated using the outlined methods, and through the County designated Project Manager only. The County Project Manager may provide a minimum of thirty (30) days notice for all requests to terminate or delete any transport circuit. The only acceptable method to proceed with work is an authorized TSR. As part of this Contract, direct technical contact procedures and access shall be established for 24 hour/7 day week operational response by the Contractor.

The Telephone Service Request (TSR) process is as follows:

- The County Project Manager is responsible for processing and tracking the TSR and will be the single point of contact for any service.
- The County Project Manager will notify the Contractor of a pending TSR.
- The Contractor will pick up the TSR from the County Project Manager and arrive at the job site on the due date to perform the work. The TSR can be faxed or e-mailed to the Contractor upon request.
- The Contractor will cover all the work to be done with the designated County contact and be prepared to answer any questions.
- Upon arrival at the County location, the Contractor will be escorted to the work location and will perform all the necessary work in a professional and workman like manner and notify the contact when work is completed.
- The Contractor will explain all the work that was done and have the County department/agency contact sign off on the TSR as completed.
- The Contractor will return the signed TSR and all ancillary documentation associated with the TSR to the County Project Manager.
- The Contractor shall submit an invoice to County indicating labor and material used and referencing a TSR and Contract number. The invoice will include a copy of the TSR with the signature of the County contact that accepted the work performed. The Contractor will invoice the County within 60 days of the accepted completion of the project.

Contractor shall submit a list of all employees who will be directly performing tasks associated with this Contract to the County Project Manager. Contractor employees may be subject to a background check performed by the County's Sheriff Department and Probation Department, if required to obtain access at certain locations. Cost for any background check will be the responsibility of the Contractor. If changes occur to this list an updated list will be submitted, in writing, by the Contractor, to the County Project Manager. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs the Contractor will be notified that they have not complied with the terms of this Contract and the Contract may be terminated.
Agreement for

Wide Area Network Transport Services

Between

The County of Orange

And

Time Warner Telecom Holdings, Inc.
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 AGREEMENT BETWEEN COUNTY OF ORANGE  
AND TIME WARNER TELECOM HOLDINGS, INC.,  
FOR WIDE AREA NETWORK TRANSPORT SERVICES  

This Agreement, hereinafter referred to as “Contract”, is made and entered into as of the date fully executed by 
and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County”, 
and Time Warner Telecom Holdings, Inc., with a place of business at 7 Mason Irvine, CA, hereinafter referred to as 
“Contractor”, which are sometimes individually referred to as “Party”, or collectively referred to as “Parties”.  

RECITALS  

WHEREAS, County desires to enter into a Contract with Contractor to provide wide area network transport 
services (“WAN”); and  

WHEREAS, Contractor is willing to provide the services specified in the Scope of Work, attached hereto and 
hereinafter referred to as Attachment A, in accordance with the following Terms and Conditions;  

NOW, THEREFORE, the Parties mutually agree as follows:  

ARTICLES  

General Terms and Conditions  

A. Governing Law and Venue: This Contract has been negotiated and executed in the state of California and shall be 
governed by and construed under the laws of the state of California. In the event of any legal action to enforce or 
interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange 
County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, 
notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all 
rights to request that an action be transferred for trial to another County.  

B. Entire Contract: This Contract, including its Attachments and Exhibit which have been incorporated, when 
accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance 
hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no 
restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No 
exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in 
writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County 
employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless 
accepted in writing by the County’s Purchasing Agent or his designee, hereinafter “Purchasing Agent”.  

C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and 
signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the 
Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by 
County in writing.  

D. Taxes: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.  

E. Delivery: Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse 
any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, 
samples or description, or services that do not conform to the prescribed statement of work. Acceptance of any part of 
the order for goods shall not bind County to accept future shipments, nor deprive it of the right to return goods already 
accepted, at Contractor’s expense. Over shipments and under shipments of goods shall be only as agreed to in writing.
by County. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by County.

F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and initial testing of transport circuit has been completed as set forth in Attachment A, Transition, Testing and Acceptance, and 2) payment shall be made in arrears after satisfactory acceptance by the County and in accordance with Attachment B, Cost/Compensation.

G. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor’s part to indemnify, defend and hold County and its indemnitees as identified in paragraph “P” below, and as more fully described in paragraph “P”, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph “P” below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney’s fees, costs and expenses.

I. **Assignment or Sub-contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of anti-discrimination law or regulation including but not limited to Section 1720 et seq. of the California Labor Code.

K. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in the Contract, County has the right to terminate this Contract without penalty immediately with cause or after 30 days’ written notice without cause, unless otherwise specified. In the event County terminates this Contract or any of the Services specified in Attachment B, Number 2 ("Initial Service Purchase") without cause, County shall pay to Contractor Termination Liability equal to 100% of the applicable monthly recurring charge for the terminated services for the remaining term of the Contract. County may terminate individual Services without terminating the Contract in its entirety. County shall not be responsible for Termination Liability associated with the termination of individual services that are part of the Initial Service Purchase provided that the following conditions are met: (a) within 30 days of the termination of such service, County orders new Services from Contractor at a service address specified in Attachment B for a term not less than the unexpired term of the terminated Services; (b) the new Services do not require Contractor to incur capital expenditures; and (c) the new Services have monthly recurring charges equal to or
greater than the monthly recurring charges for the terminated Services; or, (d), in lieu of (a), (b) and (c) above, within
30 days of the termination of such Services, (i) County orders new Services from Contractor at any location, (ii)
County pays for any capital or build out expenses incurred in providing the new Services as a one time fee or
incorporated in the applicable monthly recurring charge, and (iii) the new Services have monthly recurring charges
(less any portion of the monthly recurring charge associated with capital or build out expenses), equal to or greater
than the monthly recurring charges for the terminated Services. Termination Liability for future services ordered at
locations other than those referenced in Attachment B, Number 2, Initial Service Purchase, shall be determined by the
parties at the time such services are ordered and shall be reflected in an amendment to this Agreement as referenced in
Paragraph C above. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of
the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations
except as provided herein.

Termination by Contractor: (a) Contractor may terminate this Contract or any service order hereunder or suspend
services, with 30 days prior written notice, upon: (i) County’s failure to pay any amounts as provided herein; (ii)
County’s breach of any provision of this Contract or any law, rule or regulation governing the services; (iii) any
insolvency, bankruptcy assignment for the benefit of creditors, appointment of trustee or receiver or similar event with
respect to County; or (iv) any governmental prohibition or required alteration of the services. Contractor shall afford
County written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract
within which to cure the breach. (b) Contractor may terminate or suspend services without notice if: (i) necessary to
protect Contractor’s network; Contractor has reasonable evidence of County’s fraudulent or illegal use of services; or
(ii) required by legal or regulatory authority. Any termination shall not relieve County of any liability incurred prior
to such termination, or for payment of unaffected services. All terms and conditions of the Contract shall continue to
apply to any services not so terminated, regardless of the termination of this Contract. If the service provided under
any service order hereunder has been terminated by Contractor in accordance with this section, and County wants to
restore such service terminated due to County breach, County must first pay all past due charges, a non-recurring
charge and reconnections charge. All requests for disconnection will be processed by Contractor in 30 days or less.
County must pay for services until such disconnection actually occurs, unless County has exercised its right to
terminate for cause as set forth in this Section.

L. Consent to Breach Not Waiver: No term or provision of this Contract shall be deemed waived and no breach
excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or
consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not
constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. Remedies Not Exclusive: The remedies for breach set forth in this Contract are cumulative as to one another and as
to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not
preclude resort by either Party to any other remedies provided by law.

N. Independent Contractor: Contractor shall be considered an independent Contractor and neither Contractor, its
employees nor anyone working under Contractor shall be considered an agent or an employee of County. Neither
Contractor its employees nor anyone working under Contractor, shall qualify for workers’ compensation or other
fringe benefits of any kind through County.

O. Performance: Contractor shall perform all work under this Contract, taking necessary steps and precautions to
perform the work to County’s satisfaction. Contractor shall be responsible for the professional quality, technical
assurance, timely completion and coordination of all documentation and other goods/services furnished by the
Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-
like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore;
shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of
County required in its governmental capacity, in connection with performance of the work; and, if permitted to
subcontract, shall be fully responsible for all work performed by subcontractors.
P. **Indemnification/Insurance:**

**INDEMNIFICATION PROVISIONS**
Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnities”) harmless from any claims, demands or liability for personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. Contractor is not liable for any indirect, incidental, consequential, special or punitive damages (including without limitation, lost profits or revenue) arising out of or related to the provision of services hereunder, including any claims made by or through third parties. Contractor’s liability to County may not exceed one month’s calculation of monthly charges for the applicable services. Contractor has no liability whatsoever for the content of information passing through its network. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnities, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

**INSURANCE PROVISIONS**
Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor’s expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All insurance policies required by this Contract shall declare any deductible or self-insured retention (SIR) in an amount in excess of $25,000 ($5,000 for automobile liability Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

**Qualified Insurer**

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the **Best’s Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure Best’s Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company’s performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability with broad form property damage and contractual liability</td>
<td>$1,000,000 combined single limit per occurrence $2,000,000 aggregate</td>
</tr>
<tr>
<td>Insurance Type</td>
<td>Minimum Coverage</td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>------------------------------------------------------</td>
</tr>
<tr>
<td>Automobile Liability including coverage</td>
<td>$1,000,000 combined single limit per occurrence</td>
</tr>
<tr>
<td>for owned, non-owned and hired vehicles</td>
<td></td>
</tr>
<tr>
<td>Workers' Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers' Liability Insurance</td>
<td>$1,000,000 per occurrence</td>
</tr>
</tbody>
</table>

All liability insurance, except Professional Liability, required by this Contract shall be at least $1,000,000 combined single limit per occurrence. Professional Liability may also be provided on a “claims made” basis. The minimum aggregate limit for the Commercial General Liability policy shall be $2,000,000.

The County of Orange shall be added as an additional insured on all insurance policies required by this Contract with respect to work done by the Contractor under the terms of this Contract (except Workers' Compensation/Employers' Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this Contract shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the Contractor’s insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this Contract shall give the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.**

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

If Contractor’s Professional Liability policy is a “claim made” policy, Contractor shall agree to maintain professional liability coverage for two years following completion of Contract.

The Commercial General Liability policy shall contain a severability of interests clause.

The Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers’ Compensation or be self-insured in accordance with provisions of that code. The Contractor will comply with such provisions and shall furnish the County satisfactory evidence that the Contractor has secured, for the period of this Contract, statutory Workers’ Compensation insurance and Employers’ Liability insurance with minimum limits of $1,000,000 per occurrence.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified Offeror.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.
County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract.

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

Q. Bills and Liens: Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph “P” above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

R. Changes: Contractor shall make no changes in the work or perform any additional work without the County’s specific written approval.

S. Change of Ownership: Contractor agrees that if there is a change or transfer in ownership of Contractor’s business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor’s duties and obligations contained in this Contract and complete them to the satisfaction of County.

T. Force Majeure: Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 (thirty-six) hours of the start of the delay and Contractor avails himself of any available remedies.

U. Confidentiality: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor’s staff, agents and employees.

V. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor’s expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively “laws”), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph “P” above, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

W. Freight (F.O.B. Destination): Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

X. Pricing: The Contract price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
Y. Waiver of Jury Trial: Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.

Z. Terms and Conditions: Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.

AA. Headings: The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

BB. Severability: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

CC. Calendar Days: Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

DD. Attorneys Fees: In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney’s fees, costs and expenses.

EE. Interpretation: This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.

FF. Authority: The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

Additional Terms and Conditions

1. Scope of Contract: This Contract specifies the contractual terms and conditions by which the County will procure and receive good/services from Contractor as set forth in Attachment A. This Contract supersedes the Time Warner Telecom Standard Terms and Conditions submitted in response to RFP# 14Z0000005. County of Orange may submit service orders to Contractor to purchase telecommunication and related services under this Agreement ("Service Orders"). The Service Orders describe the telecommunication and related services that are available for purchase ("Services"). When fully executed by both Parties, the Service Orders and this Contract form the final written agreement between the Parties ("Agreement"). However, should a conflict arise between the contents of this Contract and the contents of a specific Service Order or the Service Orders collectively, the Terms and Conditions of this Contract shall prevail.
2. **Term of Contract:** The initial term of this Contract is for three (3) years effective on the date execution is completed by both Parties, continuing for three (3) years from that date, unless terminated by County. Contract may be renewed for up to two (2) additional one-year, consecutive terms, upon mutual agreement of the Parties. Each renewal of this Contract may require approval by the County Board of Supervisors. County is not required to provide a reason, or rationale in the event it elects not to renew the Contract.

3. **Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each year during the term of this Contract. If such appropriations are not forthcoming, the Contract will be terminated without penalty. Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

4. **Precedence:** The Contract documents consist of this Contract including its Attachments and Blank Exhibit. In the event of a conflict between the Contract documents, the order of precedence shall be the 1) the General Terms of this Contract, 2) the Additional Terms of the Contract and 3) the Attachments and Exhibit.

5. **Compensation:** The Contractor agrees to accept the specified compensation as set forth in Attachment B as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.

6. **County and Contractor Project Manager:** The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County’s Project Manager shall notify Contractor of any transport circuits to be added or terminated. Contractor shall not add, delete, install, remove or terminate any individual or group of transport circuit(s) without a TSR submitted by the County’s Project Manager. Contractor shall not be compensated for any transport circuit, service, termination, deletion or monthly charges, fees or rates for any transport circuit which has not been requested in writing by the County Project Manager.

   Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. Contractor’s Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager. The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County’s Project Manager. The County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of Contractor’s Project Manager from providing services to the County under this Contract.

7. **Contractor Personnel:** In addition to the rights set forth in paragraph 6, the County’s Project Manager shall have the right to require the removal and replacement of any of Contractor’s personnel from providing services to the County under this Contract. The County’s Project Manager shall notify the Contractor’s Project Manager in writing of such action. The Contractor shall accomplish the removal of the specified personnel within one (1) calendar days after written notice by the County’s Project Manager. The County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of any of Contractor’s personnel from providing services to the County under this Contract.
8. Reports/Meetings: The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County’s Project Manager and the Contractor’s Project Manager will meet on reasonable notice to discuss the Contractor’s performance and progress under this Contract. If requested, the Contractor’s Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.

9. Contractor’s Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of four years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned buyer.

10. Conflict of Interest – (Contractor): Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, relatives, sub-tier Contractors, and third parties associated with accomplishing work and services hereunder. Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the County.

11. Ownership of Documents: The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

12. Data – Title to: All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

13. Breach of Contract: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

1. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach; and

2. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and

3. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above; and

4. County may terminate the Contract immediately without penalty.

14. Contract Disputes:
   A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period
of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned buyer a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

C. If County disputes any charges billed hereunder, County must submit a documented claim regarding the disputed amount within 120 days of knowing or having should have known that the charges billed are incorrect. All claims regarding disputed charges not submitted to Contractor within such time are deemed waived.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions.

15. Stop Work: The County may, at any time, by written stop work order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of 90 working days after the stop work order is delivered to the Contractor and for any further period to which the Parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 working days after a stop work order is delivered to the Contractor or within any extension of that period to which the Parties shall have agreed, the County shall either

1. Cancel the stop work order; or

2. Terminate the Contract in whole or in part in writing as soon as feasible. County is not required to provide thirty (30) days notice of the termination of the Contract to Contractor if a stop work has been issued by County.

16. Orderly Termination: Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

17. Notices: Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand; or (2) upon delivery by the United States mail if delivery is by postage paid
registered or certified return receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time.

For Contractor:

Name: Time Warner Telecom Holdings, Inc.
Address: 7 Mason
City, State, Zip Code: Irvine, CA 92618
Attn: Manuel Lopez
Title: Account Manager
Phone: (949) 672-0319

For County:

County of Orange
CEO/IT/Finance & Contracts
1501 E. St. Andrew Place, 2nd Floor
Santa Ana, CA 92705
Attn: Diana Banzet
Deputy Purchasing Agent
714-567-7506
714-567-5195 Fax

18. Incorporation: This Contract, its Attachments A through C, and blank form Exhibit I are attached hereto and incorporated by reference and made a part of this Contract.

19. Usage: No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.

20. Audits/Inspections: Contractor agrees to permit the County's Auditor-Controller or the County's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of four years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.

21. Conditions Affecting Work: The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general
conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

22. **Contractor’s Expense**: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract unless otherwise specified. The County will not provide free parking for any service in the County Civic Center.

23. **Gratuities**: The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

24. **Authorization Warranty**: The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

25. **News/Information Release**: The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County’s Project Manager.

26. **County of Orange Child Support Enforcement Requirements Blank Form (Exhibit I)** In order to comply with the child support enforcement requirements of the County of Orange, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the Deputy Purchasing Agent:

   A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;

   B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;

   C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

   D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply. The required certification is listed in Exhibit I. A blank Exhibit I is attached hereto.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully
served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

27. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
Signature Page

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below

TIME WARNER TELECOM HOLDINGS, INC.*:

DATE: 10/23/06
Signature: Gina M Bohrer
Print Name: Gina M Bohrer
Title: Regional Vice President, Southwest

DATE: 10/23/06
Signature: Tina Davis
Print Name: Tina Davis, Esq.
Title: Secretary, Deputy General Counsel and Vice President

* If the contracting party is a corporation, (2) two signatures are required as further set forth in this paragraph. The first signature shall be: (a) the Chairman of the Board; b) the President; or c) any Vice President. The second signature shall be a) the Secretary; or 2) any Assistant Secretary; or 3) the Chief Financial Officer; or d) any Assistant Treasurer.

COUNTY OF ORANGE
A political subdivision of the State of California

By
Date 11/14/06

Approved by Board of Supervisors on: 11/14/06

Approved as to form, County Counsel
County of Orange, California

By:
Date: 10/26/06
ATTACHMENT A

SCOPE OF WORK
WIDE AREA NETWORK TRANSPORT SERVICES

A. SERVICE LEVELS

Contractor shall provide transport services with high-availability and minimum downtime. Service Level Agreements (SLAs) are a critical component of any transport service to assure that negotiated services levels are contractually adhered to by the Contractor. The County requires a minimum of 99.99% up time on all proposed circuits. The Contractor will ensure that available bandwidth or throughput will not drop below 90% of declared circuit capacity at any time on any proposed circuit. The Contractor will further produce reports to the County showing bandwidth utilization and availability of throughput on an hourly, daily, weekly, monthly, and yearly basis. These reports will be available on-line and allow for on-demand bandwidth reporting by County staff at any time. Scheduled impact to transport services needs to be documented and sent to designated County contacts five (5) working days in advance. The County must be notified within 30 minutes of any outages through a pre-defined County escalation plan. All SLAs will be actively enforced by the County. Fee reductions specified in Attachment B may result from Contractor's failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repair or any other disruption of service without regard to the County's actual monetary loss from such disruptions.

B. SECURITY

The County Enterprise Network requires that Contractor provides detailed documentation outlining security policies/procedures, "Best Practices", and technologies that are implemented in the proposed WAN Transport Service offering to increase security and mitigate risk.

C. NETWORK AND TRANSPORT MONITORING

Contractor shall provide a method for on-line monitoring by the County of all proposed circuits. The Contractor should be able to provide reports on real-time and historical bandwidth utilization. All reports will include the ability to show detail on an hourly, daily, weekly, monthly and yearly basis. Additionally, the Contractor may provide a portal or secure web access for the County to monitor circuit up-time and outages. A secure Internet-accessible web site is preferred for County access to Contractor transport statistics and information.

D. TRANSITION, TESTING AND ACCEPTANCE

All services must be in place no later than January 15, 2007. The County will require the Data Center (1400 S. Grand Ave.) and 301 The City Drive South, Orange, be operational by December 15, 2006, to insure smooth integration with existing County infrastructure. These dates may be change upon mutual agreement of the Parties. No payments to the Contractor shall be made until the County has determined that a successful testing of each circuit and integration with County network is operational.

Contractor will provide a comprehensive testing and acceptance plan for each site and each circuit type. At a minimum the County expects these testing and acceptance criteria to include pre-acceptance uptime periods and throughput validation methodologies.

E. ADDITIONAL CONTRACTOR REQUIREMENTS

1. Contractor shall provide full, 24 hours by 7 days a week, support including telephone support (i.e. help desk) and maintenance of communication links, if applicable.

2. Contractor will coordinate ordering, shipping and delivery of equipment and materials to any installation site, in the event such materials are required.
3. Contractor will provide any necessary equipment to initiate new services at a given location.

4. County shall receive at minimum a one-year warranty on all new parts and equipment.

F. COUNTY TELECOMMUNICATIONS PROCEDURES

All telecommunication and data services projects in County facilities fall under the direct authority of the office of the County Information Officer, Deputy CEO for County Executive Office/Information Technology (CEO/IT). No work is to be performed at any County owned or occupied facility without direct authorization from County Project Manager. Additionally, no consultation or engineering of any sort will occur directly between the Contractor and any other County agency regarding any County facility without the involvement, coordination and pre-approval of County Project Manager.

The County uses a Telephone Services Request (TSR) for all services requested from Contractor. The TSR will indicate the installation address and the billing address, which may or may not be the same.

No work is to be performed at any County owned or occupied facility without a signed TSR from the County Project Manager. Additionally, no consultation or engineering of any sort will occur directly between the Contractor and any agency regarding any County facility without the involvement, coordination, and written approval from County Project Manager. Failure to comply with these instructions can lead to termination of the Contract. Additionally, if the Contractor installs any transport circuits without a signed TSR from the County Project Manager at any County facility, said performance will be deemed outside the scope of this Contract and the service shall not be compensated. If Contractor is unsure of a course of action or whether to undertake any service including but not limited to installation, repair, deletion, or termination of any transport circuit, prior to providing any service Contractor’s Project Manager shall notify, in writing, the County Project Manager for consultation and written approval or denial of the work.

All services are to be coordinated using the outlined methods, and through the County designated Project Manager only. The County Project Manager may provide a minimum of thirty (30) days notice for all requests to terminate or delete any transport circuit. The only acceptable method to proceed with work is an authorized TSR. As part of this Contract, direct technical contact procedures and access shall be established for 24 hour/7 day week operational response by the Contractor.

The Telephone Service Request (TSR) process is as follows:
- The County Project Manager is responsible for processing and tracking the TSR and will be the single point of contact for any service.
- The County Project Manager will notify the Contractor of a pending TSR.
- The Contractor will pick up the TSR from the County Project Manager and arrive at the job site on the due date to perform the work. The TSR can be faxed or e-mailed to the Contractor upon request.
- The Contractor will cover all the work to be done with the designated County contact and be prepared to answer any questions.
- Upon arrival at the County location, the Contractor will be escorted to the work location and will perform all the necessary work in a professional and workman like manner and notify the contact when work is completed.
- The Contractor will explain all the work that was done and have the County department/agency contact signoff on the TSR as completed.
- The Contractor will return the signed TSR and all ancillary documentation associated with the TSR to the County Project Manager.
- The Contractor shall submit an invoice to County indicating labor and material used and referencing a TSR and Contract number. The invoice will include a copy of the TSR with the signature of the County contact that accepted the work performed. The Contractor will invoice the County within 60 days of the accepted completion of the project.
Contractor shall submit a list of all employees who will be directly performing tasks associated with this Contract to the County Project Manager. Contractor employees may be subject to a background check performed by the County's Sheriff Department and Probation Department, if required to obtain access at certain locations. Cost for any background check will be the responsibility of the Contractor. If changes occur to this list an updated list will be submitted, in writing, by the Contractor, to the County Project Manager. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs the Contractor will be notified that they have not complied with the terms of this Contract and the Contract may be terminated.
ATTACHMENT B

COST/COMPENSATION FOR CONTRACTOR SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A. Scope of Work in accordance with the pricing specified below.

2. INITIAL SERVICE PURCHASE

Contractor shall supply the following service:

<table>
<thead>
<tr>
<th>Circuit Label</th>
<th>Type</th>
<th>From Address</th>
<th>To Address</th>
<th>Qty</th>
<th>Total Setup</th>
<th>Total Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber-14</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>301 The City Dr. South</td>
<td>1</td>
<td>$2,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Fiber-6</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1275 Berkley Ave</td>
<td>1</td>
<td>$2,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Fiber-9</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>840 Eckhoff</td>
<td>1</td>
<td>$2,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Fiber-2</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1770 N. Broadway</td>
<td>1</td>
<td>$2,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Fiber-3</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1001 S. Grand Ave</td>
<td>1</td>
<td>$2,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Fiber-4</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>4601 Jamboree Rd</td>
<td>1</td>
<td>$2,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Fiber-7</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1535 E. Orangewood</td>
<td>1</td>
<td>$2,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Fixed/Tiered EIS w/Gig Port</td>
<td>1400 S. Grand Ave</td>
<td>&lt;Gigabit Internet circuit&gt;</td>
<td></td>
<td>$0</td>
<td>$5,000</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>$14,000</td>
<td>$40,000</td>
</tr>
</tbody>
</table>

Note: *Additional County locations may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations.

Fee reduction for Contractor’s failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repair or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30) day period:

<table>
<thead>
<tr>
<th>Per Service Outage</th>
<th>Percentage Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 minute (99.99% availability)</td>
<td>No credit</td>
</tr>
<tr>
<td>1 minute up to 4 hours</td>
<td>5% of the MRC</td>
</tr>
<tr>
<td>4 hours up to 8 hours</td>
<td>10% of the MRC</td>
</tr>
<tr>
<td>8 hours up to 12 hours</td>
<td>15% of the MRC</td>
</tr>
<tr>
<td>12 hours up to 16 hours</td>
<td>20% of the MRC</td>
</tr>
<tr>
<td>16 hours up to 24 hours</td>
<td>35% of the MRC</td>
</tr>
<tr>
<td>24 hours or greater</td>
<td>50% of the MRC</td>
</tr>
</tbody>
</table>

3. PAYMENT TERMS

Initial Set-up: Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly services are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.
Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. **PAYMENT/INVOICING INSTRUCTIONS:** The Contractor will provide an invoice on Contractor’s letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor’s name and address
2. Contractor’s remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be added as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total

Invoices and support documentation are to be forwarded to:

County of Orange – CEO/IT
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Accounts Payable
ATTACHMENT C

STAFFING PLAN

1. Primary Staff to perform contract duties

<table>
<thead>
<tr>
<th>Name</th>
<th>Classification/Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joc Wirthman</td>
<td>City Operations Director</td>
</tr>
<tr>
<td>Lance Rubio</td>
<td>Operations Manager</td>
</tr>
<tr>
<td>Rachael Preston</td>
<td>Project Manager</td>
</tr>
<tr>
<td>Jose Cruz</td>
<td>Central Office Engineer</td>
</tr>
<tr>
<td>Jan Van Greuningen</td>
<td>Plant Manager</td>
</tr>
<tr>
<td>Scott Sanducci</td>
<td>Network Technician II</td>
</tr>
<tr>
<td>Gerardo Issasi</td>
<td>Network Technician II</td>
</tr>
</tbody>
</table>

2. Alternate Staff (for use only if primary staff are not available)

<table>
<thead>
<tr>
<th>Name</th>
<th>Classification/Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richard Guard</td>
<td>City Operations Director of LA</td>
</tr>
<tr>
<td>Myles Nanbu</td>
<td>Vice President of Operations</td>
</tr>
<tr>
<td>Steven Sutter</td>
<td>Network Technician III</td>
</tr>
<tr>
<td>Doug Faloon</td>
<td>Operations Manager</td>
</tr>
<tr>
<td>Reggie Roberts</td>
<td>Central Office Engineer</td>
</tr>
<tr>
<td>Bart VanWey</td>
<td>Plant Manager</td>
</tr>
<tr>
<td>Jose Centeno</td>
<td>Network Technician III</td>
</tr>
</tbody>
</table>

Substitution or addition of Contractor’s key personnel in any given category or classification shall be allowed only with prior written approval of the County’s Project Manager.
EXHIBIT I

COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS

A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address:

Name: ________________________________
D.O.B: _______________________________
Social Security No: _____________________
Residence Address: _______________________

B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity:

Name: ________________________________
D.O.B: _______________________________
Social Security No: _____________________
Residence Address: _______________________

Name: ________________________________
D.O.B: _______________________________
Social Security No: _____________________
Residence Address: _______________________

(Additional sheets may be used if necessary)

C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that __________________ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract __________________ with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the Contract.

____________________________________
Authorized Signature

____________________________________
Name

____________________________________
Title
## Internet Service Order Form

This Service Order is entered into and is effective upon execution by

County of Orange

Time Warner Telecom Holdings Inc. (**TWTC**) and

("Customer.")

The Internet services described herein are governed by the Master Service Agreement executed by Customer.

Customer and the individual signing below represent that such individual has the authority to bind Customer to this Agreement.

### Account #288314

**Customer Name:** County of Orange  
**Service Address:** 1400 S Grand Avenue  
**Billing Address:** 1501 E. Saint Andrew Place  
**City:** Santa Ana  
**State:** CA  
**Zip Code:** 92705  
**Phone:** 714-567-7506  
**Tech Contact 1:** Donna Lorenz  
**Requested Install Date:** 12/15/2006  
**Tech Contact 2:** Donna Lorenz  
**TERM:** 36 Months  
**Phone:** 714-799-8346

<table>
<thead>
<tr>
<th>Grand Total (Detailed Price Description Below)</th>
<th>MRC:</th>
<th>NRC:</th>
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<tbody>
<tr>
<td>$5,000.00</td>
<td>$0.00</td>
<td>$0.00</td>
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</table>

### TWTC:

**Signature:**  
**Print Name:** Dan Cross  
**Title:** VP / General Manager  
**Date:**  
**Sales Person:** Manuel J Lopez

### County of Orange

**Signature:**  
**Print Name:** Diana Banuel  
**Title:** Assistant Contract Manager  
**Date:** 11/15/06

### Internet Access, Managed Security Services and Web Hosting

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Unit Price</th>
<th>Quantity</th>
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<th>Unit Install</th>
<th>Total Install</th>
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<td>1</td>
<td>$6,000.00</td>
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<td><strong>Internet Transport (Local Loop)</strong></td>
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<td><strong>Equipment Purchases:</strong></td>
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<tr>
<td><strong>Router:</strong></td>
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<td><strong>CSE/DSU:</strong></td>
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<td><strong>Miscellaneous:</strong></td>
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<td><strong>Managed Security Services (Addendum Attached):</strong></td>
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<td><strong>Product Delivery:</strong></td>
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<tr>
<td><strong>Choose MSS:</strong></td>
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<tr>
<td><strong>Choose Web Hosting:</strong></td>
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<tr>
<td><strong>DNS:</strong></td>
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<td><strong>Primary DNS (11)*:</strong></td>
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<tr>
<td><strong>Secondary DNS (6)*:</strong></td>
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**DATA SERVICES TOTAL:**  
$5,000.00  
$0.00

**TOTAL MONTHLY RECURRING AND INSTALL CHARGES:**  
$5,000.00  
$0.00
**Customer Information**

<table>
<thead>
<tr>
<th>Select Order Activity</th>
<th>Status of Contract</th>
<th>TWTC Standard Terms and Conditions</th>
<th>TWTC Master Service Agreement</th>
<th>Date filed</th>
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<tbody>
<tr>
<td>New</td>
<td></td>
<td>N/A</td>
<td>N/A</td>
<td>11/16/06</td>
</tr>
</tbody>
</table>

Customer Name: County of Orange  
Account Number: 283314  
City, County, State, Zip: Santa Ana, CA 92705  
Service Address: 1400 S Grand Avenue  
Billing Address: 1501 E. Saint Andrew Place, Suite 200, Santa Ana, CA 92705

<table>
<thead>
<tr>
<th>Procurement Contact</th>
<th>Phone</th>
<th>Fax</th>
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<tbody>
<tr>
<td>Diana Banzel</td>
<td>714-567-7506</td>
<td>714-567-5195</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Billing Contact</th>
<th>Phone</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joseph Deleon</td>
<td>714-567-7378</td>
<td>714-567-5195</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>Main Tech Contact 1</th>
<th>Phone</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>24/7 Help Desk - Ask for On-call Network Engineer</td>
<td>714-834-2449</td>
<td>None</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Main Tech Contact 2</th>
<th>Phone</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donna Lorenz</td>
<td>714-795-8345</td>
<td>714-567-5052</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Main Tech Contact 3</th>
<th>Phone</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wesley Kanamori</td>
<td>714-767-5101</td>
<td>714-567-5052</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Maintenance Contact 1</th>
<th>Phone</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>24/7 Help Desk - Ask for On-call Network Engineer</td>
<td>714-834-2449</td>
<td>None</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Maintenance Contact 2</th>
<th>Phone</th>
<th>Fax</th>
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</thead>
<tbody>
<tr>
<td>Donna Lorenz</td>
<td>714-795-8345</td>
<td>714-567-5052</td>
</tr>
</tbody>
</table>

**Native LAN Service Information**

1. **Product Name**: Elite 512SAN  
2. **Bandwidth**: Dedicated  
3. **Configuration**: Point-to-Point  
4. **VLAN Tag Service**: Unlimited Tagged Service (UTS)?

<table>
<thead>
<tr>
<th>(5) # of ONePorts</th>
<th>10M Port</th>
<th>100M Port</th>
<th>10G Port</th>
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</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

**Pricing and Charge Summary**

- **Total Monthly Recurring Charge**: $35,000.00  
- **Total Change/Record Charge**: $0  
- **Total Non-Recurring Charge**: $15,000.00  
- **Total Termination Charge**: See MSA  
- **Contract Term (Mo)**: 86 Months  
- **Deposit Amount**: $3  
- **Deposit Receipt Date**: N/A  
- **Percentage of Interstate Usage (PIU)**: 5%  
- **ICB Number**: MUIZ-6URNP3

**Remarks**

Standard Maintenance Windows: Time Warner Telecom may perform routine network maintenance between 12:01 AM and 6:00 AM local time, Monday through Sunday. Time Warner Telecom may extend or schedule additional windows if necessary.

Customer approves and accepts this Native LAN/Extended LAN/Storage Transport Service Order, which fully incorporates the associated TWTC Master Service Agreement referred to on Main page and the VLAN Tag Service Order. Desired Installation Date for each order is subject to Time Warner Telecom internal provisioning intervals, which are specific to service type, quantity, location and availability. Provisioning interval begins after receipt of signed order and any other required documentation. The Time Warner Telecom Account person will provide a firm due date to customer upon receipt of all required information. Customer acknowledges that the individual executing this Order on Customer's behalf has full and complete authority to bind Customer.

**TWTC**

- **Signature**:  
- **Name (printed)**: Dan Cross  
- **Title**: VP / General Manager  
- **Date**:  
- **Salesperson**: Manuel J Lopez

**Customer**

- **Signature**:  
- **Name (printed)**: Diana Banzel  
- **Title**: Assistant Contract Manager  
- **Date**:  
- **County of Orange**

Version 2.4
# Native LAN Location Information

<table>
<thead>
<tr>
<th>City Name</th>
<th>Orange County</th>
<th>Orange County</th>
<th>Orange County</th>
<th>Orange County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Port Loc &amp; OsnalNet</td>
<td>Location # 1 On-Net</td>
<td>Location # 2 On-Net</td>
<td>Location # 3 On-Net</td>
<td>Location # 4 On-Net</td>
</tr>
<tr>
<td>Interface Type</td>
<td>Optical</td>
<td>Optical</td>
<td>Optical</td>
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</tr>
<tr>
<td>Port Size &amp; Bandwidth</td>
<td>1000 M Port 1000 Mbps</td>
<td>1000 M Port 1000 Mbps</td>
<td>1000 M Port 1000 Mbps</td>
<td>1000 M Port 1000 Mbps</td>
</tr>
<tr>
<td>Local Port Connectivity</td>
<td>Elite LAN</td>
<td>Elite LAN</td>
<td>Elite LAN</td>
<td>Elite LAN</td>
</tr>
<tr>
<td>Physical Address</td>
<td>1400 S. Grand Avenue</td>
<td>392 The City Drive South</td>
<td>1275 N. Berkeley Ave</td>
<td>849 E 8th St</td>
</tr>
<tr>
<td>City, County</td>
<td>Santa Ana</td>
<td>Orange</td>
<td>Fullerton</td>
<td>Orange</td>
</tr>
<tr>
<td>State, ZIP</td>
<td>CA</td>
<td>CA</td>
<td>CA</td>
<td>CA</td>
</tr>
<tr>
<td>On-Net LS0 CLLI</td>
<td>OFFKey</td>
<td>OFFKey</td>
<td>OFFKey</td>
<td>OFFKey</td>
</tr>
<tr>
<td>Location CLLI</td>
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<td>N/A</td>
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</tr>
<tr>
<td>Other Service Provider (OSP)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Municipality</td>
<td>Santa Ana</td>
<td>Orange</td>
<td>Santa Ana</td>
<td>Santa Ana</td>
</tr>
<tr>
<td>Building Name</td>
<td>ACS Data Center</td>
<td>Fiber-2, 1Gbps</td>
<td>Fiber-2, 1Gbps</td>
<td>Fiber-2, 1Gbps</td>
</tr>
<tr>
<td>Site Contact</td>
<td>7x24 Help Desk—Ask for On Call Ntwk Exp</td>
<td>7x24 Help Desk—Ask for On Call Ntwk Exp</td>
<td>7x24 Help Desk—Ask for On Call Ntwk Exp</td>
<td>7x24 Help Desk—Ask for On Call Ntwk Exp</td>
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</tr>
<tr>
<td>Hours of Access</td>
<td>7 x 24</td>
<td>7 x 24</td>
<td>7 x 24</td>
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</tr>
<tr>
<td>Methods of Access</td>
<td>Call Help Desk</td>
<td>Call Help Desk</td>
<td>Call Help Desk</td>
<td>Call Help Desk</td>
</tr>
<tr>
<td>NPA/AX</td>
<td>714/834</td>
<td>714/834</td>
<td>714/834</td>
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<tr>
<td>Circuit ID</td>
<td>TWTC Equipment</td>
<td>Lucent WSM</td>
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</tr>
<tr>
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<table>
<thead>
<tr>
<th>City Name</th>
<th>Orange County</th>
<th>Orange County</th>
<th>Orange County</th>
<th>Orange County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Port Loc &amp; OsnalNet</td>
<td>Location # 5 On-Net</td>
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<td>Location # 7 On-Net</td>
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<tr>
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<tr>
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<td>Elite LAN</td>
<td>Elite LAN</td>
<td>Elite LAN</td>
<td>Elite LAN</td>
</tr>
<tr>
<td>Physical Address</td>
<td>1770 N. Broadway</td>
<td>1001 S. Grand Ave</td>
<td>4601 Jamboree Rd</td>
<td>1535 E. Orange Street</td>
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<tr>
<td>City, County</td>
<td>Santa Ana</td>
<td>Santa Ana</td>
<td>Irvine</td>
<td>Anaheim</td>
</tr>
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<td>State, ZIP</td>
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<tr>
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<td>OFFKey</td>
<td>OFFKey</td>
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<td>OFFKey</td>
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<td>Location CLLI</td>
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<td>Other Service Provider (OSP)</td>
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<td>Municipality</td>
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<tr>
<td>Building Name</td>
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<td>Fiber-3, 1Gbps</td>
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<td>Fiber-4, 1Gbps</td>
</tr>
<tr>
<td>Site Contact</td>
<td>7x24 Help Desk—Ask for On Call Ntwk Exp</td>
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<td>7x24 Help Desk—Ask for On Call Ntwk Exp</td>
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<tr>
<td>Methods of Access</td>
<td>Call Help Desk</td>
<td>Call Help Desk</td>
<td>Call Help Desk</td>
<td>Call Help Desk</td>
</tr>
<tr>
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<td>714/834</td>
<td>714/834</td>
<td>714/834</td>
<td>714/834</td>
</tr>
<tr>
<td>Circuit ID</td>
<td>TWTC Equipment</td>
<td>Lucent WSM</td>
<td>Lucent WSM</td>
<td>Lucent WSM</td>
</tr>
<tr>
<td>Customer Premise Equipment</td>
<td>Type of Hand-Off from DPE</td>
<td>2-Fiber</td>
<td>2-Fiber</td>
<td>2-Fiber</td>
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<tr>
<td>PORT MRC</td>
<td>$600.00</td>
<td>$600.00</td>
<td>$600.00</td>
<td>$600.00</td>
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<td>Service Bandwidth MRC</td>
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<td>$1,500.00</td>
<td>$1,500.00</td>
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<tr>
<td>NRC per Port</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
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<tr>
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<tr>
<td>Type 2 NRC</td>
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</tr>
<tr>
<td>Chargeable</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Termination Charge</td>
<td>See MSA</td>
<td>See MSA</td>
<td>See MSA</td>
<td>See MSA</td>
</tr>
</tbody>
</table>

## REMARKS

Install 7 Elite LAN GigE circuits with full rate 1000 Mbps. A location will be the ACS Data Center at 1400 S. Grand Avenue. The 7-locations are listed above as sites 2-8. MSA is the County of Orange WAN Contract/RFP # [1420000050/1300008267].

**Standard Maintenance Windows:** Time Warner Telecom may perform routine network maintenance between 12:00 AM and 6:00 AM local time, Monday through Sunday. Time Warner Telecom may extend or schedule additional windows if necessary.

Customer approves and accepts this Native LAN/Extended LAN/Storage Transport Service Order, which fully incorporates the associated Master Service Agreement referred to on Main page and the LAN Tag Service Order. Defined Installation Data for each order is subject to Time Warner Telecom internal provisioning lateral, which are specific to service type, quantity, location and availability. Providing interval begins after receipt of signed order and any other required documentation. The Time Warner Telecom Account Manager will provide a firm date due to customer upon receipt of all required information. Customer acknowledges that the individual executing this Order on customer’s behalf has full and complete authority to bind Customer.

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**Attachment B**

Native LAN Service Order Form

Elite LAN

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**Version 2.3**

Page 139 of 139
April 30, 2019

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the May 7, 2019, Board Hearing.

Agency: County Executive Office
Subject: Amendment to Contract with Level 3 for Wide Area Network Services
Districts: All Districts

Reason for supplemental: This Agenda Staff Report must be heard as soon as possible to avoid delays with the circuit transition that is part of completing the separation from Atos. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur:

Chairwoman Lisa A. Bartlett, Supervisor, Fifth District

cc: Board of Supervisors
County Executive Office
County Counsel
SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE: 05/07/19
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: County Executive Office
DEPARTMENT HEAD REVIEW: 

[Signature]
Department Head Signature

DEPARTMENT CONTACT PERSON(S): Joel Golub (714) 834-6827
KC Roestenberg (714) 567-5075

SUBJECT: Amendment to Contract with Level 3 for Wide Area Network Services

CEO CONCUR

[Signature]
CEO Signature

COUNTY COUNSEL REVIEW

[Signature]
Action

[Signature]
County Counsel Signature

CLERK OF THE BOARD

Discussion
3 Votes Board Majority

Budgeted: Yes
Current Year Cost: $149,466
Annual Cost: FY 2019-20
$5,732,666
FY 2020-21 $5,732,666

Staffing Impact: No
# of Positions: N/A

Current Fiscal Year Revenue: N/A

Sole Source: N/A
Funding Source: Information Technology ISF 289: 100%
County Audit in last 3 years N/A


RECOMMENDED ACTION(S)

1. Authorize the County Procurement Officer or authorized Deputy to execute Amendment Number 16 to extend and amend the contract with Level 3 Communications, LLC D/B/A CenturyLink for network transport services, circuit services, long distance and voice services effective May 7, 2019 through June 30, 2021, in an amount not to exceed $11,614,798, for a revised cumulative contract amount of $16,768,089.

2. Authorize the County Chief Information Officer or designee to execute Assignment, Transfer, and Assumption Agreement with Atos International, Atos Governmental IT Outsourcing Services, LLC, and Level 3 Communications, LLC D/B/A CenturyLink to transfer to the County’s contract with Level 3 Communications, LLC D/B/A CenturyLink the circuit and related services that Atos Governmental IT Outsourcing Services, LLC provides to the County as part of its service obligations under the Atos master services agreement, conditionally effective July 1, 2019, at no additional cost.
SUMMARY:
Approval and authorization to execute Amendment Number 16 to the County’s contract with Level 3 Communications, LLC D/B/A CenturyLink and the Assignment, Transfer, and Assumption Agreement with Atos International, Atos Governmental IT Outsourcing Services, LLC, and Level 3 Communications, LLC D/B/A CenturyLink, will allow the County to maintain existing circuit services provided by Level 3 Communications, LLC D/B/A CenturyLink, and purchase directly from Level 3 Communications, LLC D/B/A CenturyLink circuit services currently provided by Atos Governmental IT Outsourcing Services, LLC including internet, long distance, or other circuit services necessary for County business.

BACKGROUND INFORMATION:

The County currently procures wide area network (WAN) circuit services from Level 3 Communications, LLC D/B/A CenturyLink (Level 3) to support the County’s network infrastructure. The contract for WAN circuits (Level 3 Contract) was originally established for the period November 14, 2006, through November 13, 2009 with Time Warner Telecom Holdings, Inc. (Time Warner) in 2006 as a result of a request for proposal (RFP) process. In 2009, Time Warner changed its name to TW Telecom Holdings, Inc., but continued operating as the same organizational entity until Level 3 acquired TW Telecom Holdings, Inc. in 2015, and assumed the Level 3 Contract for WAN circuits. The Board approved the Assumption and Consent Agreement with Level 3 on June 16, 2015. On May 23, 2017, the Board authorized an extension to the term of the Level 3 Contract for a one-year period, effective June 14, 2017, through June 13, 2018. On November 1, 2017, CenturyLink, Inc. acquired the parent of Level 3 in a stock and cash purchase. Following the transaction, CenturyLink, Inc. is the ultimate parent entity and Level 3 operates as an affiliate of CenturyLink, Inc. in the CenturyLink portfolio of affiliated companies, does business as “CenturyLink,” and uses CenturyLink branding in certain cases. Because Level 3 continues to remain a separate operating entity, the Level 3 Contract will not be assigned or transferred to a separate CenturyLink entity at this time.

On June 5, 2018, the Board authorized an additional extension to the term of the Level 3 Contract for the one-year period June 14, 2018, through June 13, 2019. A more detailed history of the Level 3 Contract, including all other prior Board actions, is provided in Attachment C titled, "Contract History" and the contract and its prior amendments are attached in Attachment B. Upon Board approval of the Level 3 Contract amendment in June 2018, Orange County Information Technology (OCIT) communicated to the Board that going forward, it is in the County’s best interest to retain management control over WAN and local area network (LAN) circuits because it would be more cost effective and provide more flexibility to the County compared to the most recent practice of requiring a third party vendor to procure and manage the WAN and LAN circuit services on behalf of the County. As such, the recently approved Network, Voice, and Security Managed Services Agreement with Science Applications International Corporation (SAIC) does not require the supplier to procure circuit services on the County’s behalf. Instead, the County is responsible for procuring circuit services and SAIC is only responsible for managing the circuits.

The Extension of Existing Circuit Services And Transfer Of Circuit Services Provided By Atos

The Level 3 Contract is set to expire on June 13, 2019 and existing circuit services thereunder (Existing Circuit Services) need to be extended for an additional period of time. The term of the County’s agreement with Atos Governmental IT Outsourcing Services, LLC (Atos) for Network, Voice and Security Services (Atos Agreement) expired on March 16, 2019 and the County is in the process transitioning services away from Atos during the “Disentanglement” phase of the Atos Agreement. In order to extend the term of services currently provided by Level 3, allow Level 3 to directly provide to the County circuit services substantially similar to those provided by Atos under the Atos Agreement (Transferred Circuit Services), transfer the Transferred Circuit Services from the Atos Agreement to the Level 3 Contract, and enable the
County to leverage additional long distance, voice, and internet services offered by Level 3, OCIT requests authorization to (1) execute Amendment Number 16 to the Level 3 Contract (Amendment Number 16) to extend the term of services for Existing Circuit Services and add the Transferred Circuit Services to the Level 3 Contract; and (2) execute the Assignment, Transfer and Assumption Agreement to secure Level 3’s, Atos International’s, and Atos’s consent to transfer the Transferred Circuit Services and establish the framework for such transfer. The Existing Circuit Services and Transferred Circuit Services are required to provide network, internet, intranet and voice service connectivity to hundreds of County buildings.

**Proposed Amendment Number 16**

OCIT is requesting authorization to execute Amendment Number 16 to the Level 3 Contract to:

1. Extend the Level 3 Contract through June 30, 2021, for an additional amount not to exceed $11,614,798 for the period May 7, 2019, through June 30, 2021, for a revised cumulative contract total of $16,768,089 (the term of Amendment Number 16 will replace a portion of the Amendment Number 15 funds, thereby eliminating $1,680,000 in total expenditures that would have been incurred under Amendment Number 15);

2. Establish a limited pool of money known as “Reserved Dollars” in an amount not to exceed $1,357,200 (this amount is included in the $11,614,798 total not to exceed amount described above) that may be used to purchase new/future services that are substantially similar to the types of services described in the Level 3 Contract’s scope of work but are required to support future changes in the County’s facilities or circuit requirements;

3. Transfer to the Level 3 Contract the Transferred Circuit Services (i.e. the circuit services that Atos had provided to the County as part of its service obligations under the Atos Agreement);

4. Update and add descriptions of the circuit services provided by Level 3 including long distance, voice and internet services, circuit service processes and services level agreements through the addition of the Service Schedules attached as Attachment C to the Level 3 Contract; and

5. Subject to and limited by the Reserved Dollars, delegate to the Chief Information Officer or designee the authority to control the County’s purchase and termination of circuit services, modify circuit services, approve charges, and approve operational details for circuit services provided under the Level 3 Contract.

The cost breakdown for each category of Transferred Circuit Services and Existing Services is reflected in the chart below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Monthly Recurring Charge (MRC)</th>
<th>Term (Months)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 3 - Atos Inventory Transfer by Service Segment (i.e. the Transferred Circuit Services)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Internet</td>
<td>$2,930.83</td>
<td>24</td>
<td>$70,339.98</td>
</tr>
<tr>
<td>SIP/Voice</td>
<td>$19,050.41</td>
<td>24</td>
<td>$457,209.84</td>
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<td>T1-PRi/Voice</td>
<td>$11,356.98</td>
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<td>$272,567.41</td>
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<td>Eline-Uni Point-to-Point</td>
<td>$8,792.50</td>
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<td>$211,019.93</td>
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<td>NLAN</td>
<td>$323,124.26</td>
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<td>$7,754,982.32</td>
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<td>Transport</td>
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<td>$26,377.49</td>
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<td><strong>Level 3 - Atos Inventory Transfer Subtotal:</strong></td>
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<td><strong>$8,792,496.96</strong></td>
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<tr>
<td>Estimated Taxes:</td>
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</tr>
<tr>
<td>------------------</td>
<td>--------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Level 3 - Atos Inventory Transfer (i.e. the Transferred Circuit Services)</strong></td>
<td><strong>$9,671,746.66</strong></td>
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<tr>
<td><strong>Estimated Total:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Existing Circuit Services and Reserved Dollars for Future Services on Level 3 Contract</strong></td>
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<td></td>
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</tr>
<tr>
<td><strong>Existing Circuit Services on Level 3 Contract</strong></td>
<td><strong>$15,738.85</strong></td>
<td>26</td>
<td><strong>$409,210.10</strong></td>
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<tr>
<td>Reserved Dollars for New/Future Services (e.g. Long Distance, County Administration South) on Level 3 Contract*</td>
<td><strong>$52,200.00</strong></td>
<td>26</td>
<td><strong>$1,357,200.00</strong></td>
</tr>
<tr>
<td><strong>Existing Circuits and Future Services Subtotal:</strong></td>
<td></td>
<td></td>
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<td><strong>Estimated Taxes:</strong></td>
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<td><strong>Existing Circuit Services and Future Services Estimated Total:</strong></td>
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<td><strong>Level 3 – Atos Inventory Transfer (i.e. the Transferred Circuit Services), Existing Circuit Services &amp; Future Services Estimated Total:</strong></td>
<td><strong>$11,614,797.77</strong></td>
<td></td>
<td></td>
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</table>

*As described above, Reserved Dollars is a pool of money that may be used to purchase new/future circuit services for the County. The extent of the County’s use of the Reserved Dollars will be determined by the County’s future premises moves and changing circuit requirements.

**Proposed Assignment, Transfer and Assumption Agreement**

OCIT is requesting authorization to execute the Assignment, Transfer and Assumption Agreement (Attachment D hereto) to state the following key agreements:

1. The County’s, Level 3’s, Atos International’s (the Atos affiliate company with whom Level 3 has a contractual relationship for circuit services), Atos Governmental IT Outsourcing Services, LLC’s (the Atos affiliate company with whom the County has a contract for circuit services) agreement to transfer to the Level 3 Contract the Transferred Circuit Services;

2. A framework switching the County’s provider of the Transferred Circuit Services from Atos to Level 3 and completing the transfer of the Transferred Circuit Services by July 1, 2019; and

3. The County’s financial and contractual obligations with respect to the Transferred Circuit Services are those stated in Amendment Number 16 (Attachment A hereto and described above) and the Transferred Circuit Services will be transferred without any other kind of financial encumbrance or cost.

Provided the Board approves the Amendment Number 16 and Amendment Number 16 is duly executed, the Assignment, Transfer and Assumption Agreement will be effective July 1, 2019. The fees for the Transferred Circuit Services will be paid to Atos under the Atos Agreement until the transfer of the Transferred Circuit Services is completed. Following the transfer, the financial obligations payable to Atos for the Transferred Circuit Services under the Atos Agreement will end and be replaced by the financial obligations payable to Level 3 under the Level 3 Contract.

OCIT will continue to analyze the most cost-effective method to procure the required circuit services beyond June 30, 2021, such as through an available cooperative contract like CalNet, or through a new competitive solicitation.
The Level 3 Contract does not include subcontractors or pass through to other providers. See Attachment E for the Contract Summary Form.

FINANCIAL IMPACT:

The total additional amount being requested for the period May 7, 2019, through June 30, 2021 is $11,614,797.77. Appropriations and revenue have been included in the FY 2018-19 modified Budget for Fund 289, OCIT Countywide Services, and will be included in the budget process for subsequent future years.

The Level 3 Contract includes a provision stating the contract is subject to, and contingent upon, applicable budgetary appropriations being approved by the Board for each year during the term of the contract. If such appropriations are not approved, the contract may be terminated without penalty to the County.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Amendment No. 16 MA017-16010665
Attachment B – Original Contract and Previous Amendments to MA017-16010665
Attachment C – Contract History
Attachment D – Assignment, Transfer and Assumption Agreement
Attachment E – Contract Summary Form
AMENDMENT NO. 16
TO
CONTRACT NO. MA-017-16010665
BETWEEN
THE COUNTY OF ORANGE
AND
LEVEL 3 COMMUNICATIONS, LLC
FOR
WIDE AREA NETWORK TRANSPORT SERVICES

This Amendment No. 16 to Contract MA-017-16010665 (formerly MA-017-16010655, formerly MA-017-1011150, formerly N1000008297) (as amended, the “Contract”), is made and entered into by the County of Orange (“County”), a political subdivision of the State of California, acting through the County Executive Office/Orange County Information Technology (“OCIT”) and Level 3 Communications, LLC, D/B/A CenturyLink, a Delaware limited liability company (“Contractor” or “Level 3”), with a place of business at 1025 Eldorado Blvd., Broomfield, CO 80021-8869. County and Contractor may be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, Time Warner Telecom Holdings, Inc. responded to a Request for Proposals for Wide Area Network Transport Services and represented that its proposed services shall meet or exceed the requirements and specifications of the Contract; and

WHEREAS, on November 14, 2006, County and Time Warner Telecom Holdings, Inc. executed Contract N1000008297 for Wide Area Network (“WAN”) Transport Services for a three (3)-year period effective November 14, 2006 through November 13, 2009, for a total amount not to exceed $1,440,000.00; and

WHEREAS, on May 1, 2007, County and Time Warner Telecom Holdings, Inc. executed Amendment No. 1 to Contract N1000008297 to amend Attachment A – Scope of Work; and

WHEREAS, on July 1, 2008, Time Warner Telecom Holdings, Inc. changed its name to TW Telecom Holdings, Inc. (“TW Telecom”); and

WHEREAS, on November 10, 2009, County and TW Telecom executed Amendment No. 2 to the Contract (as MA-017-1001150) to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2010 for an additional amount not to exceed $418,800.48; and

WHEREAS, on August 31, 2010, County and TW Telecom executed Amendment No. 3 to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2011, for an additional amount not to exceed $403,752.00; and

WHEREAS, on June 7, 2011, County and TW Telecom executed Amendment No. 4 to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2012; and

WHEREAS, on September 8, 2011, County and TW Telecom executed Amendment No. 5 to amend Attachment B – Cost/Compensation and increase internet bandwidth from 200 Mbps to 300 Mbps, thereby
increasing the not to exceed amount by $32,305.00 for the period September 1, 2011 through November 13, 2012; and

WHEREAS, on October 4, 2011, County and TW Telecom executed Amendment No. 6 to amend Attachment B - Cost/Compensation and update the data circuit at the Solano Disaster Recovery (DR) Site, thereby increasing the not to exceed amount by $71,957.20 for the period November 1, 2011 through November 13; and

WHEREAS, on October 30, 2012, County and TW Telecom executed Amendment No. 7 to amend Attachment B - Cost/Compensation and extend the term of the Contract for the one (1)-year period November 14, 2012 through November 13, 2013, for an additional amount not to exceed $457,728.00; and

WHEREAS, on December 19, 2012, County and TW Telecom executed Amendment No. 8 to amend Attachment B - Cost/Compensation and increase internet bandwidth from 300Mbps to 350Mbps, thereby increasing the not to exceed amount by $11,748.00 for the period November 14, 2012 through November 13, 2013; and

WHEREAS, on November 5, 2013, County and TW Telecom executed Amendment No. 9 to amend Attachment B - Cost/Compensation, amend the Termination provisions of the Contract, and extend the term of the Contract for one (1) year, through November 13, 2014, for an additional amount not to exceed $422,400.00; and

WHEREAS, on January 10, 2014, County and TW Telecom executed Amendment No. 10 to amend Attachment B - Cost/Compensation and modify the Internet Circuit from Dedicated Internet to Burstable Internet, thereby increasing the not to exceed amount by $42,000.00 for the period November 14, 2013 through November 13, 2014; and

WHEREAS, on October 28, 2014, County and TW Telecom executed Amendment No. 11 to amend Attachment A to remove Internet Services from the Scope of Work, amend Attachment B - Cost/Compensation, and extend the term of the Contract for one (1) year, through November 13, 2015, for an additional amount not to exceed $392,001.00; and

WHEREAS, Level 3 Communications, LLC acquired TW Telecom and executed an Assumption and Consent Agreement with the County on June 16, 2015 to assume the Contract, including all of the terms, covenants, conditions, duties, obligations and liabilities in, to and under the Contract; and

WHEREAS, on October 27, 2015, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to a) execute Amendment No. 12 to extend the term of the Contract for nineteen (19) months, through June 13, 2017, in an amount not to exceed $543,039.57; b) execute amendments to add or delete the number of circuits necessary for County business, for an additional amount not to exceed ten percent (10%) of the Contract amount for the extension period; and c) execute amendments to increase the Contract amount for any changes to the estimated applicable taxes, in an amount not to exceed ten percent (10%) of the Contract amount for the extension period; and

WHEREAS, on May 23, 2017, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to execute Amendment No. 13 to extend the term of the Contract for an additional one (1)-year term effective June 14, 2017 through June 13, 2018, for an additional amount not to exceed $209,660.80, for a revised cumulative contract amount of $4,793,627.71; and

WHEREAS, on August 16, 2017, County and Contractor executed Amendment No. 14 to revise the site address for Public Defender Circuits in Attachment A titled, “Scope of Work for Wide Area Network Transport Services”; and
WHEREAS, Level 3 filed a "DBA" in Sacramento County, CA on August 6th, 2018, indicating that Level 3 will do business as "CenturyLink", and Level 3 currently uses CenturyLink branding on its invoices and customer portals, and employees of the CenturyLink portfolio of affiliated entities are authorized to represent and execute any and all requirements of this Contract on behalf of Level 3; and

WHEREAS, on June 12, 2018, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to execute Amendment No. 15 to extend the term of the Contract for an additional one (1)-year term effective June 14, 2018 through June 13, 2019, for an additional amount not to exceed $2,039,664.00, for a revised cumulative contract amount of $6,833,291.71; and

WHEREAS, Level 3, County, Atos International, and Atos Governmental IT Outsourcing Services, LLC, intend to execute a certain Assignment, Transfer, and Assumption Agreement ("Assignment, Transfer, and Assumption Agreement") wherein the parties to that agreement intend to agree that Level 3 will directly provide to the County the Services, products, and circuits formerly provided by Atos to the County; and

WHEREAS, as authorized by the Board of Supervisors, the Parties now desire to issue Amendment No. 16 to replace a portion of the term of the Contract provided for in Amendment 15 and extend the term of the Contract through June 30, 2021, amend Attachment A – Scope of Work, Attachment B – Cost/Compensation, and incorporate Attachment C – Service Schedules, and Attachment D – County of Orange Circuit List.

NOW THEREFORE, in consideration of the foregoing recitals (which are incorporated herein by this reference), and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. Under Additional Terms and Conditions, the following articles shall be incorporated herein by reference:

   "28. Additional Definitions

   a. "Existing Services" means the Services, products, and circuits described in Attachment D (County of Orange Circuit List) tab titled "Existing Services Tab" that include the Services, products, and circuits Contractor has provided and will continue to provide directly to the County; and as described in the following Service Schedules, as applicable, attached as Attachment C ("Attachment C – Service Schedules") hereto and incorporated herein by reference:

   1. Level 3 Internet Service
   2. Level 3 Enterprise Voice SIP Based Service
   3. Level 3 MPLS (IPVPN AND VPLS) VPN Service
   4. Level 3 Managed Network Service
   5. Level 3 Ethernet Private Line Service, Ethernet Virtual Private Line Service, Ethernet Line and Ethernet Access Service (Lease)
   6. Level 3 Enterprise Voice TDM Based Service

   b. "Transferred Services" means the Services, products, and circuits described in Attachment D (County of Orange Circuit List) tab titled "Transferred Services Tab" and transferred by the County's third party vendor, Atos Governmental IT Services, LLC, to the County that Contractor shall provide directly to the County as of the July 1, 2019 (as opposed to providing the Services to Atos Governmental IT Outsourcing Services, LLC); and as described in the following Attachment C – Service Schedules, as applicable:
1. Level 3 Internet Service  
2. Level 3 Enterprise Voice SIP Based Service  
3. Level 3 MPLS (IFVPN AND VPLS) VPN Service  
4. Level 3 Managed Network Service  
5. Level 3 Ethernet Private Line Service, Ethernet Virtual Private Line Service, Ethernet Line and Ethernet Access Service (Lease)  
6. Level 3 Enterprise Voice TDM Based Service  

c. “New Services” mean Services that are (1) not Existing Services or Transferred Services; (2) are substantially similar to the categories, types, and nature of Services described in Attachment A (SOW) and Attachment C – Service Schedules; and (3) purchased through a Service Order after the Effective Date of this Amendment Number 16.  

d. “Reserved Dollars” shall mean, absent an amendment to the Contract approved by the County Board of Supervisors in accordance with the terms of the Contract, the maximum monetary amount payable by County under this Contract in connection with the provision of New Services provided under the Contract.  

e. “Commitment Term” means the time period running from the Circuit Install Date through and including the Circuit Expiration Date.  

f. “Circuit Install Date” means the date the Service and/or circuit is fully installed and fully operational from the County’s perspective. Contractor is authorized to charge for the Service and/or circuit on the Circuit Install Date, but not before.  

g. “Circuit Expiration Date” means the date specified for each Service and/or circuit described in Attachment D (County of Orange Circuit List), column Q that represents the date until which the County must pay the specified Monthly Recurring Charges for each specific Service and/or circuit, or any portion thereof, unless otherwise agreed to by the Parties under the terms of the Contract. After the Circuit Expiration Date, all Services and circuits will continue on a month to month basis and will constitute Month-to-Month Services (defined below) until the earlier of (1) the County’s disconnection or termination of the Service or circuit; or (2) expiration of this Contract.  

h. “Month-to-Month Services” means any Services, or any portion thereof, for which the applicable Circuit Expiration Date has passed that Contractor shall continue to perform until the County disconnects or terminates such Services, or this Contract expires.  

i. “Monthly Recurring Charges” or “Monthly Recurring Charge” means the compensation for monthly recurring Services, or any portion thereof, provided by Contractor under the Contract, as specified in Attachment D (County of Orange Circuit List), column N, and in duly executed Service Orders for New Services, if any.  

j. “Non-Recurring Charges” or “Non-Recurring Charge” means the compensation for non-recurring Services, or any portion thereof, provided by Contractor under the Contract including, but not limited to, charges for initial set up of Services, as specified in any duly executed Service Order, if any.  

k. “Circuit Disconnect Request” means the County’s written request to disconnect and/or terminate any Services, products, or circuits, or any portion of the foregoing, that states (1) the Service(s),
product(s), or circuit(s) to be disconnected and/or terminated; and (2) the date upon which the Service(s), product(s), or circuit(s) shall be disconnected and/or terminated after the applicable notice period. The County may provide Contractor with a Circuit Disconnect Request via email or Service Order by providing at least 30 days advance written notice.

1. "Taxes, Surcharges and Fees" means all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges whether imposed on Level 3 or a Level 3 affiliate, along with similar charges stated in Attachment C – Service Schedules (collectively "Taxes and Fees").

2. This Amendment No. 16 shall be effective May 7, 2019 ("Effective Date"). The term of the Contract shall be extended through June 30, 2021, unless otherwise terminated by County as allowed under the Contract. The Parties agree that no Circuit Expiration Date shall exceed June 30, 2021 and the County shall have no obligation to pay any termination liability, fee, cost, obligation, charge, liability, or other expense of any kind for any work, Services, or circuit, or any portion of the foregoing, beyond June 30, 2021 unless this Contract is amended in writing and approved by the County's Board of Supervisors. For sake of clarity, any Service Orders purporting to obligate the County to service durations, Commitment Term(s), Circuit Expiration Date(s), or other obligations beyond June 30, 2021 shall not obligate the County and Contractor shall have no claim whatsoever against County for any termination liability, fee, cost, obligation, charge, liability, or other expense of any kind arising therefrom. The County has the right to allow this Contract to expire without providing a reason or rationale and without paying any termination liability, fee, cost, obligation, charge, liability, or other expense of any kind. The obligations, covenants, agreements and duties of County under this Amendment No. 16 for Transferred Services are conditional upon and shall not come into effect unless and until Level 3, County, Atos International, and Atos Governmental IT Outsourcing Services, LLC have duly executed the Assignment, Transfer, and Assumption Agreement. Provided Level 3, County, Atos International, and Atos Governmental IT Outsourcing Services, LLC have duly executed the Assignment, Transfer, and Assumption Agreement before July 1, 2019, Contractor shall begin providing the Transferred Services as of July 1, 2019. All Transferred Services will automatically terminate if Level 3, County, Atos International, and Atos Governmental IT Outsourcing Services, LLC have not duly executed the Assignment, Transfer, and Assumption Agreement before July 1, 2019, without payment of any termination liability, fee, cost, obligation, charge, liability, or other expense of any kind. If the Assignment, Transfer, and Assumption Agreement is not executed prior to July 1, 2019, Contractor will continue to provide the Existing Services and any such failure to execute the Assignment, Transfer, and Assumption Agreement will not affect Contractor's obligations to provide the Existing Services.

3. Under General Terms and Conditions, Article "K" entitled, "Termination" as amended in Amendment Number 9 to the Contract dated November 5, 2013, shall be modified by adding the following text after the last sentence of the first paragraph:

"After the County provides 30 days' written notice to Contractor, the County shall have the right to terminate without cause individual Services, including but not limited to Existing Services, Transferred Services, and New Services, products, or circuits, and any portion of the foregoing, under the Contract without terminating the Contract in its entirety and without payment of any termination liability, fee, cost, obligation, charge, liability, or other expense of any kind except as follows:

A. Circuit Expiration Date Passed/Monthly Services: For any Services, products, and circuits including, but not limited to, Existing Services and Transferred Services listed on Attachment D (County of Orange Circuit List) that have a Circuit Expiration Date prior to the Effective Date of
Amendment Number 16 or a Circuit Expiration Date that has passed as of the time of disconnection or termination, those Services shall not be subject to termination liability under Paragraph "K" of the Contract and will be treated as, and constitute, a Month-to-Month Service. The County shall have the right to disconnect or terminate any such Month-to-Month Service(s), at any time, without cause, and without payment of any termination liability, fee, cost, obligation, charge, liability, or other expense of any kind other than full payment of the applicable Monthly Recurring Charges up to the date that County has provided applicable notice for such Service(s), product(s) or circuit(s) to be disconnected or terminated. The County shall have the right to disconnect and terminate the Service(s), product(s), or circuit(s), or any portion thereof, by providing Contractor with (1) any form of written notice of the County’s intention to terminate any such Services, or any portion thereof with at least 30 days prior written notice; or (2) expiration or termination of this Contract.

B. Existing Services and Transferred Services With Ongoing Commitment Term: For Existing Services and Transferred Services that are listed in Attachment D (County of Orange Circuit List) that have a Circuit Expiration Date that has not yet passed as of the time of disconnection or termination, in the event the County desires to disconnect or terminate such Existing Services, or any portion thereof, the County shall either (1) pay Contractor the applicable Monthly Recurring Charges for the disconnected or terminated Services, products, or circuits up through and including the Circuit Expiration Date (if the Circuit Expiration Date has passed, such Services and circuits may be disconnected or terminated without payment of any termination liability, fee, cost, obligation, charge, liability, or other expense of any kind); or (2) avoid any termination charges or other financial obligations related to disconnection or termination of the Services and/or circuits described in the foregoing section 3(B)(1) by ordering, within 30 days of the disconnection or termination, new Services, products, or circuits that have Monthly Recurring Charges the sum of which (Monthly Recurring Charge X number of months until Circuit Expiration Date as reflected in Service Order or amended Attachment D = sum of charges for the New Services) are equal to or greater than the sum of the applicable Monthly Recurring Charges for the Services, products, or circuits terminated (Monthly Recurring Charge X number of months until the Circuit Expiration Date, as reflected in Attachment D (County of Orange Circuit List), column Q = sum of charges terminated). The Parties agree that after the Circuit Expiration Date, Existing Services will continue on a month to month basis and will constitute Monthly Services until the County disconnects or terminates the Services or the expiration or termination of this Contract, whichever is earlier.

C. Consecutive Outages: County may elect to terminate an affected Service including, but not limited to, New Services, Existing Services, Transferred Services, any product or service described in Attachment C – Service Schedules, and if applicable an affected Converged Voice-Internet Service at any time (e.g. prior to the end of the Service Term, Commitment Term, and/or Circuit Expiration Date) without termination liability, fee, cost, obligation, charge, or other expense of any kind, if, for reasons other than an Excused Outage, such Service becomes Unavailable (a) twice during a 30-day period, and becomes Unavailable a third time within 30 days following the second event; or (b) more than 24 hours in the aggregate in any calendar month. “Unavailable” means that a Service is not usable by County for a 60 consecutive minute period, and each period of unavailability counts for a single event, e.g., a 6 hour consecutive period is one period of unavailability. County must open a trouble ticket with Contractor pursuant to Contractor’s systems for each instance that a Service is Unavailable. County shall have the right, but not the obligation, to terminate such Service that is Unavailable as described above, after County, in a written notice to Contractor: (1) identifies the repeat periods that a Service was Unavailable; (2) gives Contractor 30 days’ written notice to cure the root cause of the
repeat causes of the Service being Unavailable; and (3) exercises its right to terminate the affected Service(s) under this Section, in writing, within 30 days after the County determines Contractor failed to cure the root cause. For clarification, termination of a Converged Voice-Internet Service will result in termination of all applicable Services bundled together as the Converged Voice-Internet Service under the Order. As of the effective date of Amendment 16, no periods of Unavailability exist for Transferred Services. The termination rights provided for in this section, are in addition to, and cumulative of, all other remedies at law, in equity or provided under this Agreement and are nonexclusive in nature."

4. Under General Terms and Conditions, Paragraph "S" entitled, "Change of Ownership", shall be amended by adding the following:

"Contractor agrees that Contractor may not assign this Agreement to any party without the express written consent of the County, which will not be unreasonably withheld, provided that Contractor may assign this Contract in conjunction the sale of all or substantially all of Contractor’s assets. If there is an assignment prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required to assume Contractor’s duties and obligations contained in this Contract and complete them to the satisfaction of the County, per any agreed upon assignment and assumption agreement.

In addition, Contractor has the duty to notify the County within 30 days in writing of any change in the Contractor’s status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County within 30 days in writing if the Contractor becomes a party to any litigation against the County, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor’s name, conflict of interest or litigation against the County, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor’s employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties."

5. Under Additional Terms and Conditions, Article 4 entitled, "Precedence", shall be deleted in its entirety and replaced with the following:

4. Precedence: This Contract and its attachments (A—D) shall be read to be consistent and complementary. In the event of any inconsistency between the articles, attachments, provisions, Service Orders which constitute this Contract, the following descending order of precedence shall apply:

a. The terms and conditions of the body of the Contract, including all of its amendments;
b. Attachment A - Scope of Work;
6. Under Additional Terms and Conditions, Article 18 entitled, "Incorporation", shall be deleted in its entirety and replaced with the following:

"18. Incorporation: This Contract, its Attachments A through D, and blank form Exhibit I are attached hereto and incorporated by reference and made a part of this Contract."

7. Under Additional Terms and Conditions, the following articles shall be incorporated herein by reference:

"29. Counterparts: This Contract may be executed in multiple counterparts, each of which when executed and delivered shall be deemed an original, but all of which together shall constitute one and the same agreement. This Contract shall be deemed executed and binding upon the Parties when at least one counterpart bears the signature of each Party’s authorized signatory or signatories."

"30. Delegated Authority: Subject to and limited by the Reserved Dollars and Contract Not to Exceed Limit set forth in Attachment B (Cost/Compensation), Section II, the County’s Chief Information Officer ("CIO") and his or her designees shall have the full authority of County to execute Service Orders, Circuit Disconnect Requests, and other written notices to add, modify, disconnect, and terminate Existing Services, Transferred Services, New Services, Services described in Attachment A (SOW) for existing or new County locations, and other Services, products, or circuits under the Contract, or any portion thereof. The foregoing delegated authority includes the authority to approve Monthly Recurring Charges, Non-Recurring Charges, other expenses, and the operational details for Service Orders and Circuit Disconnect Requests, all subject to and limited by the Reserved Dollars and Contract Not to Exceed Limit set forth in Attachment B (Cost Compensation). For the avoidance of doubt, the County’s CIO is not authorized to execute any amendment to this Contract without the explicit approval of the County’s Board of Supervisors."

8. Attachment A titled, "Scope of Work" is hereby deleted and replaced in its entirety with revised Attachment A, attached hereto and incorporated herein by reference.

9. Attachment B titled, "Cost/Compensation for Contract Services" is hereby deleted and replaced in its entirety with revised Attachment B (Cost/Compensation), attached hereto and incorporated herein by reference.

10. Attachment C titled, "Staffing Plan" is hereby deleted and replaced in its entirety with revised Attachment C – Service Schedules, attached hereto and incorporated herein by reference.

11. Except as amended herein, all terms and conditions contained in the Contract and its amendments shall remain in full force and effect as amended herein and are incorporated by this reference as if fully set forth herein.

[Remainder of Page Intentionally Left Blank]
SIGNATURE PAGE

AMENDMENT NO. 16
TO
CONTRACT NO. MA-017-16010665 (FORMERLY MA-017-16010655)

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 16 on the dates shown opposite their respective signatures below:

**LEVEL 3 COMMUNICATIONS, LLC, D/B/A CENTURYLINK:**

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dwight E. Steiner</td>
<td>Vice President &amp; Deputy General Counsel</td>
<td>April 16, 2019</td>
</tr>
<tr>
<td>Susan Baker</td>
<td>Manager - Offer Mgmt</td>
<td>4/16/2019</td>
</tr>
</tbody>
</table>

*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

**COUNTY OF ORANGE, a political subdivision of the State of California**

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Deputy Purchasing Agent</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

APPROVED AS TO FORM, County Counsel, County of Orange, California

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Cleveland</td>
<td>Senior Deputy County Counsel</td>
<td>4/16/19</td>
</tr>
</tbody>
</table>

Page 9 of 19
Page 9 of 59
CERTIFICATE OF THE ASSISTANT SECRETARY
OF
LEVEL 3 COMMUNICATIONS, LLC

The undersigned, Joan E. Randazzo, Assistant Secretary, hereby certifies as of the date hereof that:

1. That I am Assistant Secretary of Level 3 Communications, LLC, a Delaware Limited Liability Company (the “Company”).

2. The Company is duly organized, validly existing and in good standing under the laws of the State of Delaware.

3. That as of the date of this certificate, Susan K. Baker is employed by the Company or one of the affiliates as Manager Offer Management and, has the authority to execute on behalf of the Company any and all documents, as long as such action are consistent with the Corporation’s policies. This authority shall terminate on February 1, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand of the Corporation this 13th day of February 2019.

[Signature]
Joan E. Randazzo, Assistant Secretary
Level 3 Communications, LLC
ATTACHMENT A
As revised per Amendment Number 16

SCOPE OF WORK

I. Contractor's Responsibilities

A. Services

1. Existing Services and Transferred Services

Contractor shall provide the Existing Services and Transferred Services listed in Attachment D (County of Orange Circuit List) including, but not limited to, the Services described in the following Service Schedules attached as Attachment C - Service Schedules hereto and hereby incorporated herein by reference:

1. Level 3 Internet Service
2. Level 3 Enterprise Voice SIP Based Service
3. Level 3 MPLS (IPVPN AND VPLS) VPN Service
4. Level 3 Managed Network Service
5. Level 3 Ethernet Private Line Service, Ethernet Virtual Private Line Service, Ethernet Line and Ethernet Access Service (Lease)
6. Level 3 Enterprise Voice TDM Based Service

Contractor shall provide the Existing Services from May 7, 2019 to June 30, 2021. Contractor shall provide the Transferred Services from July 1, 2019 to June 30, 2021.

For sake of clarity, Contractor shall provide all Services under the Contract in accordance with the Service Schedules, and Service Level Agreements attached as Attachment C - Service Schedules.

As a component of Existing Services and Transferred Services, Level 3's account representatives, who may use CenturyLink branding in emails and communications with the County, are authorized to act on behalf of Level 3 and will perform account management services, as needed, to the County for all Services provided under the Contract and perform all necessary actions to ensure Contractor's performance of the Contract.

2. New Services

Contractor shall provide all New Services requested by the County following execution of a duly executed Service Order at any time on or after the Effective Date according to the terms, requirements, and specifications of the Contract including, but not limited to, Attachment C - Service Schedules.

B. Security

Contractor shall provide detailed documentation outlining security polices/procedures, "Best Practices", and technologies that are implemented in the proposed service offering to increase security and mitigate risk.
C. Network and Transport Monitoring

1. Contractor shall provide a method for on-line monitoring by the County of all proposed circuits.
2. Contractor shall provide reports on real-time and historical bandwidth utilization. All reports will include the ability to show detail on an hourly, daily, weekly, monthly and yearly basis.
3. Contractor shall provide a portal or secure web access for the County to monitor circuit uptime and outages. A secure Internet-accessible website is preferred for County access to Contractor transport statistics and information.

D. Transition, Testing and Acceptance

No payments shall be made until the County has determined that successful testing of each circuit and integration with the County network is operational for New Services. Contractor will provide a comprehensive testing and acceptance plan for each site and each circuit type. At a minimum, these testing and acceptance criteria shall include pre-acceptance uptime periods and throughput validation methodologies. Testing and acceptance criteria will not apply to any Existing Services.

E. Additional Contractor Requirements

1. Contractor shall provide full, 24 hours by 7 days a week support, including telephone support (i.e. help desk) and maintenance of communication links, if applicable.
2. Contractor shall coordinate ordering, shipping and delivery of equipment and materials to any installation site, in the event such materials are required.
3. Contractor shall provide any necessary equipment to initiate new services at a given location.
4. County shall receive at minimum a one-year warranty on all new parts and equipment.

F. County Telecommunications and Data Services Request Procedure

All telecommunication and data services projects in County facilities fall under the direct authority of the office of the Chief Information Officer (CIO), Orange County Information Technology (OCIT). No work is to be performed at any County owned or occupied facility without direct written authorization from the CIO or designee; no consultation or engineering of any sort will occur directly between the Contractor and any other County agency regarding any County facility without the involvement, coordination and pre-approval of the County Project Manager. The County uses a Telephone Services Request (TSR) or Service Order for all services requested from Contractor. The TSR or Service Order will indicate the installation address and the billing address, which may or may not be the same. No work is to be performed at any County owned or occupied facility without an approved TSR or Service Order from the CIO or designee; no consultation or engineering of any sort will occur directly between the Contractor and any agency regarding any County facility without the involvement, coordination, and written approval from CIO or designee. Failure to comply with these instructions may lead to termination of the Contract. Additionally, if the Contractor installs any transport Circuits without an approved TSR or Service Order from the CIO or designee at any County facility, said performance will be deemed outside the scope of this Contract and the service shall not be compensated. If Contractor is unsure of a course of action or whether to undertake any service including but not limited to installation, repair, deletion, or termination of any transport circuit, prior to providing any service, Contractor's Project Manager shall notify, in writing, the CIO or designee for consultation and written approval or denial of the work. All services are to be coordinated using the outlined methods, and through the CIO or designee only. Contractor shall process and complete the County's Circuit Disconnect Request(s) upon the earlier of (1) 30 days after receipt of the
County’s Circuit Disconnect Request that requests immediate disconnection or termination; or (2) on the date specified as the date upon which the Services or transport circuit should be disconnected or terminated. The only acceptable method to proceed with work is an authorized TSR or Service Order executed by the CIO or designee. As part of this Contract, direct technical contact procedures and access shall be established for 24 hour/7 day week operational response by the Contractor. The Telephone Service Request (TSR) or Service Order process is as follows:

1. County Project Manager is responsible for processing and tracking the TSR or Service Order and will be the single point of contact for any service.
2. County Project Manager will notify the Contractor of a pending TSR or Service Order.
3. Contractor will receive the TSR or Service Order via telephone or email from the County Project Manager and arrive at the job site on the due date to perform the work.
4. Contractor will cover all the work to be done with the designated County contact and be prepared to answer any questions.
5. Upon arrival at the County location, the Contractor will be escorted to the work location and will perform all the necessary work in a professional and workman like manner and notify the County contact when work is completed.
6. Contractor shall submit an invoice to County indicating labor and material used and referencing a TSR or Service Order and Contract number. Contractor will invoice the County within 60 days of the accepted completion of the project.

Contractor employees may be subject to a background check performed by the County’s Sheriff Department and Probation Department, if required to obtain access at certain locations. Cost for any background check will be the responsibility of the Contractor. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs, the Contractor will be notified that they have not complied with the terms of this Contract and the Contract may be terminated. Except for new employees added by Contractor after the Effective Date of this Amendment 16, Contractor is in compliance with this background check requirement for all locations that Services will be provided that are listed on Attachment D and/or other Existing Services or Transferred Services locations.
ATTACHMENT B
As revised per Amendment No. 16

COST/COMPENSATION

I. Compensation

This is a fixed price Contract between the County and the Contractor for Services as further described in this Contract, its amendments, and Attachment A (Scope of Work). Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all Services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which are not a force majeure event, as defined under Section T of the Contract, which may arise or be encountered in the execution of the Services until acceptance, for risks connected with the Services, and for performance by the Contractor of all its duties and obligations hereunder. County shall have no obligation to pay any sum in excess of total Contract Not To Exceed Limit (defined below) specified herein unless authorized by written amendment signed by both Parties. Contractor shall be entitled to earn compensation for providing Existing Services from May 7, 2019 through June 30, 2021. Contractor shall be entitled to earn compensation for providing Transferred Services from July 1, 2019 through June 30, 2021. Contractor shall be entitled to earn compensation for providing New Services, if any, from May 7, 2019 through June 30, 2021.

II. Contract Limits

A. Contract Not to Exceed Limit

Absent an Amendment to the Contract Approved by the Board in accordance with the terms of the Contract, the maximum monetary amount payable by County for the Contract period May 7, 2019 through June 30, 2021 shall be the “Contract Not to Exceed Limit” set forth below. Contractor shall perform the Existing Services and Transferred Services, and each component thereof, for the Monthly Recurring Charges identified in Attachment D (County of Orange Circuit List) that is incorporated herein by reference. The Parties agree that if the County elects to modify, disconnect, or terminate the Services or any portion of the Services, according to the terms of the Contract, the actual Monthly Recurring Charges and the total amount payable to Contractor under the Contract from May 7, 2019 to June 30, 2021 may be less than the sum of the Monthly Recurring Charges and/or Contract Not to Exceed Limit set forth in the table below.

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Monthly Recurring Charges (MRC)</th>
<th>Term (Months)</th>
<th>Total Not To Exceed Amount for the Time Period from May 7, 2019 to June 30, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing Services: The total Monthly Recurring Charges for Existing Services shall not exceed $15,738.85 per month, as described in Attachment D (County of Orange Circuit List), Existing Services</td>
<td>$15,738.85</td>
<td>26 (May 7, 2019 to June 30, 2021)</td>
<td>$409,210.10</td>
</tr>
<tr>
<td>Tab, column N, row 24.</td>
<td></td>
<td></td>
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</tbody>
</table>
B. Reserved Dollars

Absent an Amendment to the Contract Approved by the Board in accordance with the terms of the Contract, the maximum monetary amount (not including applicable taxes, surcharges, and fees), payable by County for New Services during the Contract period May 7, 2019 through June 30, 2021 shall be the Reserved Dollars amount set forth below.

<table>
<thead>
<tr>
<th>Reserved Dollars for New Services</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,357,200</td>
<td></td>
</tr>
<tr>
<td>(excludes estimated taxes, surcharges and fees)</td>
<td></td>
</tr>
</tbody>
</table>

III. Service Level Agreements

Contractor shall provide the Service Level Agreements and remedies for the Services pursuant to Attachment C – Service Schedules to the Contract.

(a) Any “Service Level” commitments applicable to Services are contained in Attachment C – Service Schedules applicable to each Service. If Contractor does not meet a Service Level, Contractor will issue to County a credit as stated in the applicable Attachment C – Service Schedules on County’s request, except that credits will not be provided for Excused Outages. Contractor’s maintenance log and trouble ticketing systems are used to calculate Service Level events.

(b) Unless otherwise set forth in Attachment C – Service Schedules, to request a credit, County will utilize the My Level3 Customer Portal at www.customerportal.level3.com to deliver a written request with sufficient detail to identify the affected Service. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total monthly credits will not exceed the charges for the affected Service for that month.

(c) Escalation contact lists, including contact information for Customer Service, will be updated and provided to County on an ongoing basis, as needed.

IV. Payment Terms:

Non-Recurring Charges (NRC): Invoices for Non-Recurring Charges, such as charges for initial set-up, are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system by both Parties. If service does not meet the acceptance
testing criteria, Contractor assumes all costs and may not seek reimbursement from County. Non-Recurring Charges are subject to, and limited by, the Contract Not to Exceed Limit.

**Monthly Recurring Charges (MRC):** Invoices for Monthly Recurring Charges are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services shall begin upon the date of acceptance by County. Monthly Recurring Charges are subject to, and limited by, the Contract Not to Exceed Limit.

Contractor shall reference Contract number on invoice. Payment will be net forty-five (45) days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices will be returned to Contractor for correction.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements, provided, that if the claim is related to a failure of services to meet the SLA requirements, the applicable SLA remedies apply. Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

V. **Billing & Invoicing Instructions:**

Invoices and supporting documentation are to be sent to:

County of Orange  
OCIT/Division of Finance & Contracts  
1055 N. Main Street, 6th Floor  
Santa Ana, CA 92701  
Attn: Accounts Payable

The Contractor will provide an invoice for services provided. Each invoice shall have an invoice number and include the following information:

1. Contractor’s name and address  
2. Contractor’s remittance address (if different from above)  
3. County Contract number: MA-017-16010665  
4. Contractor’s Federal I.D. number  
5. Product/Service description, quantity, prices  
6. Service ID  
7. Circuit ID  
8. Circuit name  
9. Circuit site location (where each circuit terminates)  
10. Total invoice amount

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to the Contractor for correction.
ATTACHMENT C

SERVICE SCHEDULES
(See attachment titled, "Level 3 and CenturyLink Service Schedules/ Service Level Agreements")
Attachment C to Contract No. MA-017-16010665 between the County of Orange and Level 3 Communications, LLC for Wide Area Network Transport Services

LEVEL 3
SERVICE SCHEDULES/SERVICE LEVEL AGREEMENTS
for
COUNTY OF ORANGE

The Parties agree as follows and incorporate by this reference the following into all Schedules, Exhibits, and other components of this Attachment C:

1. References to "Master Service Agreement" or "Contract" mean Contract No. MA-017-16010665 between the County of Orange ("County" or "Customer") and Level 3 Communications, LLC ("Level 3" or "Contractor") for Wide Area Network Transport Services, as amended, under which Level 3 will provide the services described in this Attachment.

2. The definitions and terms used in the individual Attachments and Exhibits that are part of this Attachment C shall be limited to and specific to the individual Schedules and Exhibits in which they are used. Capitalized terms used but not defined herein have the definitions given to them in the Contract.

3. The capitalized term "Order" used in this Attachment C shall mean "Service Order" as defined in the Contract.

4. Notwithstanding anything to the contrary herein or elsewhere in this Attachment C, including but not limited to, any of the attached Service Schedules, all rates, fees, Tariffs, charges, costs, expenses, compensation, pricing terms, and other monetary payments or obligations in this Attachment C, are subject to, limited by, and shall not exceed the Contract Not to Exceed Limit set forth in Attachment B (Cost Compensation) of the Contract.

5. Notwithstanding anything to the contrary in this Attachment C, including but not limited to, any of the attached Service Schedules, nothing herein shall in any way limit the County's termination rights under Contract Article K (Termination) including, but not limited to, the right to terminate without cause Services, products, circuits, and/or any portion of the foregoing.

6. Notwithstanding anything to the contrary in this Attachment C including, but not limited to, any of the attached Service Schedules, the Parties understand and agree that the rights and remedies available to either Party at law, in equity or under the Contract shall be cumulative and nonexclusive in nature.

7. Notwithstanding anything to the contrary in this Attachment C, in the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, exhibit or the contents or description of any services, or other work, or otherwise, between this Attachment C, or any portion thereof, and the Articles/body of the Contract, any such conflict or inconsistency shall be resolved by giving precedence in the order of priority stated in Article 4 (Precedence) of the Contract.

8. The following Service Schedules/Service Exhibits and each document attached hereto are included in and part of this Attachment C:

a. LEVEL 3 SERVICE SCHEDULES – SLAs Incorporated in Service Schedules:
   i. Level 3® Internet Service
   ii. Level 3® Enterprise Voice SIP Based Service
   iii. Level 3® MPLS (IPVPN AND VPLS) VPN Service
   iv. Level 3® Managed Network Service
   v. Level 3® Ethernet Private Line Service, Ethernet Virtual Private Line Service, Ethernet Line and Ethernet Access Service (Lease)
   vi. Level 3® Enterprise Voice TDM Based Service
LEVEL 3® INTERNET SERVICES
SERVICE SCHEDULE

1. Applicability. This Service Schedule is applicable where Customer orders Level 3® Internet Services (which may also be called Dedicated Internet Access, Internet Services, High Speed IP, or IP Transit Services on ordering, invoicing or other documentation). The Service is also subject to the Master Service Agreement ("Contract") executed between Level 3 Communications, LLC ("Level 3" or "Contractor") and the County of Orange ("County" or "Customer"). Provided Level 3 obtains the County's written consent as required under Contract Article I, Level 3 may subcontract the provision of the Service in whole or part, provided that Level 3 remains responsible for the Service to Customer as set forth herein. Level 3 will not be required to obtain the County's written consent for subcontractors for any Existing Services described in the Contract as of the Amendment 16 effective date. Capitalized terms used but not defined herein have the definitions given to them in the Contract.

2. Service Description. Level 3® Internet Services are high speed symmetrical Internet services providing access to the Level 3 IP network and the global Internet ("Service"). The Service is generally available via Ethernet connections from 10/100 Mbps ports to 10Gbps ports, as well as T1/E1, DS3/E3, and SONET connections from OC3/STM1 to OC48/STM16. Additional features and functionality may include:
   a. IP Addresses. IP Address space with proper justification.
   b. Primary DNS / Secondary DNS. Primary or Secondary DNS as requested.
   c. Static routing / BGP peering. Static routing or BGP peering options available.
   d. On-line bandwidth utilization reports. On-line bandwidth utilization reports available through the customer portal.
   e. Basic security service. Subject to Customer having Level 3-approved routers, included as part of the Services is a one-time per 12-month period ability to request Level 3 to temporarily (i.e. for up to 24 hours): (i) apply a temporary access control list (ACL) with up to 10 rules on such routers; (ii) set up firewall filters specifying IPs, subnets, ports, and protocols, and (iii) configure null routes. Requests that exceed this duration or frequency will be charged at $1000 per hour with a minimum charge of $4000. Customer is encouraged to order additional Services as outlined below.

The following services may be available at an additional charge to be set forth in a Service Order and pursuant to the separate Service Schedules for such services:
   a. Level 3 MPLS (IPVPN and VPLS) VPN Service. As part of a Converged Service, Customer may order Level 3 MPLS VPN Service, which provides private site-to-site communications over Level 3’s MPLS network.
   b. Level 3 Enterprise Voice SIP Based Services. As part of a Converged Service or a Converged Voice-Internet Service, Customer may order Session Initiation Protocol ("SIP") based enterprise voice for Public Switched Telephone Network connectivity, outbound (1+) access to U.S. (interstate and intrastate) and international locations, inbound (8XX) service, and international toll free calling. Converged Services solutions combine voice and internet access into a single, fully-managed solution to help Customer’s maximize their network and resources. Converged Service options include equipment managed by Level 3: a premise-based router for smaller voice and data applications, or Session Border Controller (SBC) for SIP voice installations.
   c. Managed Router. Managed Router Service provides for Internet access Customer Premises Equipment ("CPE") management by Level 3.
   d. Site Readiness. Level 3 will extend cabling from the minimum point of entry (MPOE) to CPE suite.
   e. MSS-Cloud & MSS-Premise. Managed Firewall, Intrusion Prevention, Managed Web Filtering, Antivirus, Antispam, and Log Management are available as a cloud-based service ("MSS-Cloud") or as a managed device on premises service ("MSS-Premises").
   f. Distributed Denial of Service (DDoS) Mitigation Service. Level 3’s DDoS Mitigation Service provides layers of defense through network routing, rate limiting and filtering that can be paired with advanced network-based detection and mitigation scrubbing center solutions.
   g. Network Protection Service. Network Protection Service (NPS) is additional Internet security which may be provided in conjunction with Internet Services and provides Customer the ability to request basic Distributed Denial of Service (DDoS) mitigation.
   h. Dynamic Capacity. Dynamic Capacity provides the ability to augment bandwidth on a near real-time basis via self-service tools.

3. Charges. Customer shall be billed non-recurring charges ("NRC") and monthly recurring charges ("MRC") for Service as set forth in Service Order(s). NRC includes applicable installation charges for local-access circuit, port connection and bandwidth. MRC includes local-access charges, port connection charges, and bandwidth charges. Other charges, including but not limited to usage-based charges, may apply as stated in Service Order(s). The Services are available with fixed-rate or burstable billing types.

Fixed-rate. Service with fixed-rate billing provide a set amount of bandwidth at a fixed-rate MRC. No usage element applies. Customer will not be permitted to exceed the contracted bandwidth level, provided that if Customer also orders Dynamic Capacity (where available) and the associated charges may be adjusted as set forth in the separate terms for Dynamic Capacity.

Burstable. For Service provided with burstable bandwidth, the MRC is based on Committed Information Rate ("CIR") (which is also called a Committed Data Rate ("CDR")). The CIR/CDR is the minimum Internet bandwidth that will be billed to Customer each month regardless of lower actual usage. Usage charges for any usage in excess of the CIR/CDR (burstable usage) will apply on a per Mbps basis at the rate stated in the Service Order. Burstable usage is billed on a 95th percentile basis. Usage levels are sampled every five minutes, for the previous 5-minute period, on both inbound and outbound traffic. At the end of the bill cycle, the highest 5% of the traffic samples for each inbound and outbound, will be discarded, and the higher of the resulting inbound and outbound values
LEVEL 3® INTERNET SERVICES
SERVICE SCHEDULE

will be used to calculate any applicable usage. If available and identified in the applicable Service Order, a Peak Information Rate (PIR) or Peak Data Rate (PDR) may apply, which is the maximum available bandwidth.

Burstable Services may also be provided on an aggregated basis. For aggregate burstable Service the bandwidth MRC is based on the aggregate Committed Information Rate ("ACIR") (which is also called an aggregate Committed Data Rate ("ACDR")). The ACIR/ACDR is the minimum bandwidth that will be charged to Customer each month, regardless of lower actual usage. Usage charges for any usage in excess of the ACIR/ACDR (burstable usage) will apply on a per Mbps basis at the rate stated in the Service Order. Burstable usage is calculated on a 95th percentile basis across all included ports. If available and identified in the applicable Service Order, an aggregated Peak Information Rate (APIR) or aggregated Peak Data Rate (APDR) may apply, which is the maximum available bandwidth across all included ports.

4. Customer Responsibilities. Customer is solely responsible for all equipment and other facilities used in connection with the Service which are not provided by Level 3. All IP addresses, if any, assigned to Customer by Level 3 shall revert to Level 3 upon termination of Service, and Customer shall cease using such addresses as of the effective date of termination.

5. On-Net and Off-net Access. Access services provided entirely on the Level 3 owned and operated network ("Network") are "On-Net Access Services". Additionally, Level 3 may use third parties to reach Customer's site from the Level 3 Network ("Off-Net Access Services").

6. Converged Voice-Internet Service. Where Customer orders Internet Services bundled with Level 3 Enterprise Voice SIP Based Services such charges will show on the invoice as Converged Voice-Internet Service. For clarification, the Converged Voice-Internet Service is treated as a single Service and if Customer wishes to unbundle or terminate a part of the Converged Voice-Internet Service, early termination liability may apply, if such liability is provided for in Article K (Termination) of the Contract, and Customer will be required to execute new orders for the desired stand-alone Service.

7. Service Levels and Service Credits. The following service level agreements (SLAs) apply as set forth below. When Converged Voice-Internet Service is ordered the SLAs below apply in lieu of any SLAs identified in the applicable Level 3 Enterprise Voice SIP Based Service Schedule as referenced above in Section 2.

a. Availability Service Level. Level 3's availability SLA in the United States and Canada is 99.99%. Outside the United States and Canada, the availability SLA is 99.98% for On-Net Access Services and 99.9% for Off-Net Access Service.

b. Network Packet Delivery Service Level. The packet delivery SLA on the Level 3 Network is 99.95%.

c. Network Latency Service Levels. The latency SLAs on the Level 3 Network are set forth below and are average round-trip.

<table>
<thead>
<tr>
<th>Route</th>
<th>Network Latency Metrics Round-Trip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intra-North America</td>
<td>&lt; 50 ms*</td>
</tr>
<tr>
<td>Intra-Europe</td>
<td>&lt; 35 ms</td>
</tr>
<tr>
<td>Intra-Asia</td>
<td>&lt; 110 ms</td>
</tr>
<tr>
<td>Intra-Latin America</td>
<td>&lt; 120 ms</td>
</tr>
<tr>
<td>North America to Europe</td>
<td>&lt; 80 ms**</td>
</tr>
<tr>
<td>North America to Asia</td>
<td>&lt; 185 ms**</td>
</tr>
<tr>
<td>North America to Latin America</td>
<td>&lt; 140 ms**</td>
</tr>
<tr>
<td>Europe to Asia</td>
<td>&lt; 345 ms**</td>
</tr>
<tr>
<td>Europe to Latin America</td>
<td>&lt; 210 ms**</td>
</tr>
<tr>
<td>Asia to Latin America</td>
<td>&lt; 315 ms**</td>
</tr>
</tbody>
</table>

* Additionally, add 90ms from/to the Mexico IP Hub and add 30ms from/to Hawaii to the west coast of the continental United States.
** Additionally, add the applicable "intra-region" latency parameter for the region in which the applicable Customer Site is located

d. Credits for SLAs above: All SLA credits will be calculated after deducting any discounts and other special pricing arrangements. Credit percentages are applied to the MRC of the CIR/CDR rate, port charge, and local access circuits for applicable sites only. In no event will SLA credits in any calendar month exceed 100% of the total MRCs for Services hereunder for the affected site(s).
LEVEL 3® INTERNET SERVICES
SERVICE SCHEDULE

I. Availability Service Credit: Service is “Unavailable” (except in the case of an Excused Outage) if the Customer port at a Customer site is unable to pass traffic. “Excused Outages” mean scheduled maintenance and force majeure events as described in Section T of the Contract. Unless otherwise set forth herein, if scheduled maintenance requires Service interruption Level 3 will: (1) provide Customer seven days’ prior written notice, (2) work with Customer to minimize interruptions, and (3) use commercially reasonable efforts to perform such maintenance between local time. Service Unavailability is calculated from the timestamp Level 3 opens a trouble ticket following the report of a problem by the Customer until the time the ticket is closed. If credits are due under this SLA, no other SLAs apply to the same event. If Service is Unavailable for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the MRC for the affected Service based on the cumulative Unavailability of the Service in a given calendar month as set forth in the tables below.

Table B: Availability Service Credit - United States and Canada

<table>
<thead>
<tr>
<th>Cumulative Unavailability (hrs:mins:secs)</th>
<th>Service Level Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>00:00:01 – 00:05:00</td>
<td>No Credit</td>
</tr>
<tr>
<td>00:05:01 – 00:43:00</td>
<td>5%</td>
</tr>
<tr>
<td>00:43:01 – 04:00:00</td>
<td>10%</td>
</tr>
<tr>
<td>04:00:01 – 8:00:00</td>
<td>20%</td>
</tr>
<tr>
<td>08:00:01 – 12:00:00</td>
<td>30%</td>
</tr>
<tr>
<td>12:00:01 – 16:00:00</td>
<td>40%</td>
</tr>
<tr>
<td>16:00:01 – 24:00:00</td>
<td>50%</td>
</tr>
<tr>
<td>24:00:01 or greater</td>
<td>100%</td>
</tr>
</tbody>
</table>

Table C: Availability Service Credit - On-Net Access Services outside the U.S. and Canada

<table>
<thead>
<tr>
<th>Cumulative Unavailability (hrs:mins:secs)</th>
<th>Service Level Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>00:00:01 – 00:10:00</td>
<td>No Credit</td>
</tr>
<tr>
<td>00:10:01 – 00:43:00</td>
<td>5%</td>
</tr>
<tr>
<td>00:43:01 – 04:00:00</td>
<td>10%</td>
</tr>
<tr>
<td>04:00:01 – 8:00:00</td>
<td>20%</td>
</tr>
<tr>
<td>08:00:01 – 12:00:00</td>
<td>30%</td>
</tr>
<tr>
<td>12:00:01 – 16:00:00</td>
<td>40%</td>
</tr>
<tr>
<td>16:00:01 – 24:00:00</td>
<td>50%</td>
</tr>
<tr>
<td>24:00:01 or greater</td>
<td>100%</td>
</tr>
</tbody>
</table>

Table D: Availability Service Credit- Off-Net Access Services outside the U.S. and Canada

<table>
<thead>
<tr>
<th>Cumulative Unavailability (hrs:mins:secs)</th>
<th>Service Level Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>00:00:01 – 00:43:00</td>
<td>No Credit</td>
</tr>
<tr>
<td>00:43:01 – 04:00:00</td>
<td>10%</td>
</tr>
<tr>
<td>04:00:01 – 8:00:00</td>
<td>20%</td>
</tr>
<tr>
<td>08:00:01 – 12:00:00</td>
<td>30%</td>
</tr>
<tr>
<td>12:00:01 – 16:00:00</td>
<td>40%</td>
</tr>
<tr>
<td>16:00:01 – 24:00:00</td>
<td>50%</td>
</tr>
<tr>
<td>24:00:01 or greater</td>
<td>100%</td>
</tr>
</tbody>
</table>
LEVEL 3® INTERNET SERVICES
SERVICE SCHEDULE

II. Network Packet Delivery Service Credits. Packet Delivery SLAs are based on monthly average performance between Level 3 designated points of presence ("POPs"). Customer will be entitled to a service credit off of the MRC for the affected Service as set forth below for the Service parameter(s) not met for reasons other than an Excused Outage. Customer will not be entitled to credits under the packet delivery SLA for the affected Service where such failure is related to Unavailability under the Availability SLA.

<table>
<thead>
<tr>
<th>Packet Delivery Metric</th>
<th>Percentage Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>99.95% or greater</td>
<td>No Credit</td>
</tr>
<tr>
<td>99.94% - 99.0%</td>
<td>10%</td>
</tr>
<tr>
<td>98.99% - 96.0%</td>
<td>30%</td>
</tr>
<tr>
<td>95.99% or less</td>
<td>50%</td>
</tr>
</tbody>
</table>

III. Network Latency Service Credits. Network latency SLAs are based on monthly average performance between Level 3 designated points of presence ("POPs"). Customer will be entitled to a service credit off of the MRC for the affected Service as set forth below for the Service parameter(s) not met for reasons other than an Excused Outage. Customer will not be entitled to credits under the network latency SLA for the affected Service where such failure is related to Unavailability under the Availability SLA.

<table>
<thead>
<tr>
<th>Delay Exceeding Network Latency Metrics</th>
<th>Percentage Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-10 ms</td>
<td>10%</td>
</tr>
<tr>
<td>11-25 ms</td>
<td>30%</td>
</tr>
<tr>
<td>26 ms or greater</td>
<td>50%</td>
</tr>
</tbody>
</table>

e. Reserved.

f. Installation Service Level. Level 3 will exercise commercially reasonable efforts to install any Service on or before the Customer Commit Date for the particular Service. The Customer Commit Date is the date by which Level 3 will install Service. The Customer Commit Date is established following Level 3’s acceptance of a Service Order. This installation SLA shall not apply to Service Orders that contain incorrect information supplied by Customer or in Service Orders that are altered at Customer’s request after submission and acceptance by Level 3. In the event Level 3 does not meet this installation SLA for reasons other than an Excused Outage, Customer will be entitled to a service credit for each day of delay equal to the charges for 1 day of the pro rata share of the MRC associated with the affected Service up to a monthly maximum credit of 10 days. For Services billed on an Aggregate CIR/CDR basis, the charges for 1 day of the pro rata share of the MRC will be calculated based on the average MRC per port for the aggregate.

8. Resale Restriction. Notwithstanding anything to the contrary in the Contract, Customer is prohibited from reselling any Internet Service or any ports provided hereunder as a stand-alone service to a third party without the express written consent of Level 3, provided, however that Customer may bundle any Internet Service or any ports provided pursuant to this Service Schedule with any other Level 3 services (to the extent resale of those service is allowed) or the services of Customer and resell such bundled service to Customer’s subscribers and its customers. The Parties agree that the preceding is not applicable to Converged Voice-Internet Service, and Customer is prohibited from reselling any Converged Voice-Internet Service unless the parties enter into an amendment signed by authorized representatives of both parties.
LEVEL 3® ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

1. Applicability. This Service Schedule applies to the SIP-based provisioning of Level 3® Enterprise Voice Services as described herein ("Services") and incorporates the terms of the Master Service Agreement ("Contract") under which Level 3 Communications, LLC ("Level 3" or "Contractor") provides Services to the County of Orange ("County" or "Customer"). This Service may be referred to as Voice Complete, SIP Trunking, Enterprise SIP Trunking, SIP Service, E-SIP Service, VoIP Service, IP LD/TF Voice, VoIP Service, VoIP Local Service, VoIP Outbound Service, VoIP Toll Free/Freephone Service, VoIP International Toll Free Service ("IFN" and "UIFN"), Outbound Long Distance, FlexVoice, and Toll Free/Freephone Service in quotes, ordering and invoicing or other service related documentation. Capitalized terms used but not defined herein shall have the meaning set forth in the Contract.

2. Service Offerings. The Services are available only to single, distinct enterprises who will utilize the Service for customary, normal, and reasonable business use within such enterprises. These Services may not be resold or bundled into Customer's offerings for sale to Customer's customers. Telephony equipment and applications are not provided as part of the Service and are Customer's responsibility, including but not limited to handsets, phone sets, key systems, PBXs, IP PBXs and server based applications.

   - Voice Complete is the Session Initiation Protocol ("SIP")-based provisioning of inbound local calling and toll free/freephone capabilities and outbound local, domestic, national, and international calling capabilities. Customers use concurrent call paths ("CCPs") each of which enables a single call to be carried across the network. CCP capacity provided in association with Voice Complete can be used in a shared manner across multiple Customer locations.

   - SIP and Enterprise SIP or E-SIP Service is the SIP-based provisioning in the United States only of inbound local and toll free calling capabilities and outbound local and long distance calling. This Service is only available for provisioning to Customers with 2 or fewer locations in the United States. CCP capacity provided in association with E-SIP can be used in a shared manner across two Customer locations.

   - VoIP or IP LD/TF Voice or VoIP Service is the SIP-based provisioning of international toll free services including international free number ("IFN") and universal international free numbers ("UIFN"), international local inbound ("ILN"), optional SIP call transfer capability ("SIP Refer"), and long distance outbound calling capability. No local outbound calling capability is provided. Customers use simultaneous sessions each of which enables a single call to be carried across the network. Simultaneous session capacity is dedicated to a location and cannot be shared between locations.

   - FlexVoice provides up to 8 CCPs. It can only be provisioned in the United States for inbound local, toll free calling capabilities, outbound local, and long distance calling.


   A. General. Customer shall pay the rates and charges for the Services, including but not limited to monthly recurring charges ("MRCs"), usage charges (per call, per minute, etc) and associated billing increments, and non-recurring charges ("NRCs") as set forth in a Service Order for New Services. For Existing Services, Customer shall pay the rates and charges set forth in Attachment D of the Contract reflected in the invoices to the Customer. If Customer is not provided a rate for a particular location and Customer originates and/or terminates calls to that location, Customer will be billed Level 3's standard usage rate, as outlined in the Service Order, for those calls at the standard minimum call durations and billing increments. Additional charges for certain activities and/or features related to the Services hereunder are captured in the Service Order as ancillary fees or feature charges. The term identified in the Service Order is the "Commitment Term" for such Services. Notwithstanding anything to the contrary in the Contract, billing and Commitment Term for the Services will commence upon the earlier of the Connection Notice or Customer's use of such Service. For clarity, if Customer uses the Services prior to the Connection Notice, Customer will be billed and shall pay for billable usage and the full quantity of associated utilized MRC-based Services.

   Notwithstanding anything to the contrary herein or elsewhere in this Attachment C, including but not limited to, any of the attached Service Schedules, all rates, fees, Tariffs, charges, costs, expenses, compensation, pricing terms, and other monetary payments or obligations in this Attachment C, are subject to, limited by, and shall not exceed the Contract Not to Exceed Limit set forth in Attachment B (Cost Compensation) of the Contract.

   National calls may be billed on a usage basis as measured (per minute or increment thereof) or per call, as set forth in the Service Order. Such calls may also have a call minimum charge, which means Customer will be charged the higher of the call minimum charge or Customer's actual per minute charges per call.

   Usage charges are based on actual usage of Service based on a call duration that begins when the called party answers, as determined by answer supervision, and ends when either party disconnects the call.

   Some pricing plans may provide for zero-rated usage for calls that originate and terminate between Customer's enterprise locations which are included under a dedicated pool of CCP capacity ("Intra-enterprise") as identified on the Service Order.

   SIP Refer calls may be billed for 2 call flows (inbound and outbound).

   If Customer redirects IFN or UIFN calls to a destination that is outside the continental United States, Hawaii and Canada, then the outbound portion of all such calls will incur charges at the rate(s) identified for international termination as set out in the Service Order.
LEVEL 3® ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

If set forth in the Service Order, a Call Minimum Charge means the minimum charge per call that Customer will incur regardless of the lesser number of actual minutes/seconds. Customer will be charged for the higher of the Call Minimum Charge or Customer’s actual per minute call duration.

In addition to such minimum commitments as stated herein or in the Contract, the Enterprise SIP Services may be subject to a minimum commitment(s) (also called Minimum Usage Guarantees or “MUG”) which will be set forth in the Service Order(s). For such Service(s) with a minimum commitment (“Committed Service”), commencing on the first full billing cycle following the Ramp Period (defined herein) for such Committed Service and continuing through the longer of (i) the Commitment Term or (ii) as long as Customer continues to receive such Committed Service, Customer commits each month to use the Committed Services to amount to charges no less than the minimum commitment or MUG in monthly invoiced Aggregate VRC Charges (the “Revenue Commitment”). “Aggregate VRC Charges” shall mean the charges on an invoice for (i) the monthly recurring charges and usage charges for the Committed Service and (ii) such other charges for non-voice services as may be expressly set forth in the Revenue Commitment. The Revenue Commitment is a take-or-pay commit: Customer shall pay the higher of (i) Customer’s actual invoiced Aggregate VRC Charges (and, if agreed applicable, other non-voice charges) or (ii) the Revenue Commitment. Customer is obligated for 100% of the Revenue Commitment and is not responsible for any separate cancellation or early termination charges for Committed Service (but shall be responsible for any separate cancellation or early termination charges for other non-voice services and local access services). For purposes herein, the “Ramp Period” shall mean the period commencing on the Service Commencement Date and expiring on the date of the second Level 3 invoice for which the Service is billed.

B. Voice Complete Pricing Plans. Voice Complete pricing is Concurrent Call Path (CCP) based. CCP is the number of simultaneous calls purchased by Customer, equivalent to number of DS0/lines(s). Customers subscribing to the Service will select either the 1) standard plan, CCP + measured (rate per minute, call minimum, call set-up for all usage), or 2) a CCP plan that includes up to pre-defined number of minutes of national usage to a subset of pre-defined destinations per CCP. CCP Plan minutes will be aggregated across all CCPs, providing Customer with one pool of minutes. CCP plans which include a pre-defined number of minutes will be charged in accordance with the rates in the Service Order for any calls in excess of such minutes. Any unused minutes will not carry over to the next month. If an optional pre-paid minute plan (“PPM Plan”) is available and ordered by Customer, Customer may purchase, in advance, a bucket of minutes to a pre-defined set of destinations. For billing purposes, should Customer order both a CCP Plan inclusive of minutes and a PPM plan, Level 3 will first decrement the CCP Plan minutes and then the PPM Plan minutes. Level 3 reserves the right to add destinations to the CCP or PPM plans or modify or remove CCP Plans or PPM Plans because of regulatory and/or 3rd party cost changes, with 30 days’ advance written notice.

C. Surcharges. In addition to taxes, fees and surcharges set forth in the Contract or Service Order, subject to and limited by the Contract Not to Exceed Limit set forth in Attachment B (Cost Compensation) of the Contract, Customer agrees to pay the following surcharges, where applicable, in connection with the Services:

Short Duration Call Surchage. For any Service provided under the North American numbering plan (NANP), if the average call duration as determined over a billing month for Customer’s (i) outbound calls is less than 30 seconds or (ii) toll free calls is less than 90 seconds, then an additional charge of $0.01 per call shall be applied to all outbound long distance and toll free calls in that billing cycle month as outlined in the Service Order. For purposes of this provision, average call duration shall be calculated by dividing the aggregate duration of all calls of a particular Service type (i.e. long distance or toll free) by the total number of calls of that type under a specific billing account during the billing cycle month.

PIC Long Distance Service Charges. For SIP, E-SIP and FlexVoice Services provided under the North American Numbering Plan ("NANP"), Customer shall pay the following PIC Long Distance Service charges as outlined in a Service Order, as applicable:

i. Unauthorized PIC Change. An unauthorized carrier change charge as defined on the Service Order may be applied to each primary interexchange carrier (“PIC”) charge made without prior valid authorization. Repeated unauthorized PIC change requests by Customer may result in discontinuance of service by Level 3.

ii. PIC Change Charge. Level 3 may elect to assess Customer a PIC change charge, as outlined in a Service Order, if an end user’s automatic number identifier (“ANI”) is changed from one interexchange carrier (“IXC”) to another.

iii. Carrier Line Charge or Primary Interexchange Carrier Charge (“PICC”). Level 3 may assess Customer a carrier line charge for lines moved from an IXC to Level 3, as outlined in a Service Order.

4. Rate Changes and Termination Right.

A. Rate Changes. Rates, charges and other pricing terms may be subject to change during the term for which the Services are to be provided by Level 3 to Customer. Level 3 shall send to Customer a notice changing rates, charges or other pricing terms as set forth herein, in a Service Order which may be provided as a bill insert message with Customer’s invoice or other written notification, including to an e-mail address as set forth herein (a “Rate Change Notice”). Customer’s e-mail address for purposes of Rate Change Notices hereunder is: ely.enriquez@qct.ocgov.com. The rates or changes set forth in such Rate Change Notifications shall take effect as stated therein but no sooner than 30 days following such Rate Change Notice. Notwithstanding anything to the contrary herein or elsewhere in this Attachment C, including but not limited to, any of the attached Service Schedules, all rates, fees, Tariffs, charges, costs, expenses, compensation, pricing terms, and other monetary payments or obligations in this Attachment C, are subject to, limited by, and shall not exceed the Contract Not to Exceed Limit set forth in Attachment B (Cost Compensation) of the Contract.
LEVEL 3\textsuperscript{o} ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

B. Limited Termination Right Related to Rate Changes. On receipt of Rate Change Notice, Customer may elect to terminate the Service provided under this Service Schedule without obligation other than to pay (i) all charges already incurred in respect of the Service up to the effective date of such termination (including as adjusted via Rate Change Notice) and (ii) any third party early termination charges incurred by Level 3 in terminating any local access circuits provided to the Customer as part of the Service which are terminated under this Section, if such liability is provided for in Article K (Termination) of the Contract.

5. Scope of Level 3 Agency. In the provisioning of telephone numbers and/or in porting activities, Level 3 is authorized to act as Customer’s agent in placing orders with other carriers in order to provide telecommunications services, if requested by Customer. Customer will provide letters of agency or authority as needed to effectuate such authority, if required.


A. No Resale. Notwithstanding anything to the contrary in the Contract, the Service is a retail only service, resale of the Service in any form is strictly prohibited, and Customer may not resell or incorporate these Services into services it sells to third parties. This provision may only be changed by amendment to this Service Schedule executed by authorized parties for Customer and Level 3, no less formal consent will be binding.

B. No Non-Conforming Uses. The Service may not be used by Customer (i) to provide voice content related services such as chat lines; (ii) in connection with auto dialer applications, predictive dialers, calls to NANP 900 or 976 or similar area codes or prefixes, broadcast fax transmissions, or any other application that generates more than 10 calls per second, (iii) in connection with call center applications, and (iv) in conjunction with least cost routing (LCR) mechanisms. Use of the Service in violation of this Service Schedule is a “Non-Conforming Use”. In addition to Level 3’s other default rights, in the event of a Non-Conforming Use, Customer shall be liable for the difference between the rates for conforming use and the higher rates which Level 3 would have applied for Non-Conforming Use. In addition, if in Level 3’s reasonable judgment (i) Customer’s usage disproportionately terminates to and/or originates in high cost areas or international cell phones or (ii) Customer is using the Service for Non-Conforming Uses, Level 3 may provide Customer with 3 business days’ notice during the week and 2 business days’ notice during a weekend to modify traffic to correct its usage and if Customer fails to modify its traffic or correct as requested by Level 3 within the time period provided above, Level 3 reserves the right to immediately suspend services or immediately terminate the Services. Customer shall remain liable for all usage charges incurred prior to such termination and also for any commitments through the end of the Commitment Term on the Service Order.

To provide notice under this Section, Level 3 will notify Customer’s central help desk and open a Priority 1 service ticket so that Customer and its authorized representatives will be notified that a potential Non-Conforming Use may be occurring. Level 3 and Customer will convene a call as soon as practical to come to a resolution on how to resolve the problem based on a Non-Conforming Use. Within the time period provided, Customer will provide a written notification to Level 3 on Customer’s direction to resolve the escalation, and address the Non-Conforming Use, which may include, but not be limited to, Level 3 being instructed to block or limit the traffic or Non-Conforming Use or to allow Level 3 to modify rates to the Customer after the notice period provided above because the Customer must support the usage pattern that is driving high costs to Level 3. Notwithstanding the foregoing, Level 3 may take immediate action if Level 3 reasonably believes that the Non-Conforming Use may be fraud or unauthorized call patterns that may result in unnecessary charges to Customer and will notify Customer within 2 hours of taking action.

7. Traffic Integrity. Customer shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it is anything other than the type of traffic delivered to Customer or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party. Upon Level 3’s request, Customer shall confirm in writing its good faith belief that it continues to be in compliance with this Section.

8. Fraudulent Calls and Unsupported Calls. Customer shall be responsible for paying Level 3 for all charges for Service, even if incurred as a result of fraudulent or unauthorized use. Level 3 may, without liability, take immediate action to prevent calls which are not supported by the Service, which may harm Level 3’s network or are fraudulent or suspected to be fraudulent, including without limitation, by denying Service to particular automatic number identifiers (ANIs) or terminating Service to or from specific locations. In the event Customer discovers or reasonably believes fraudulent calls being made, Customer shall notify Level 3 as soon as possible at +1-800-348-5457 or FraudOperationsNA@Level3.com. Notwithstanding anything to the contrary herein or elsewhere in this Attachment C, including but not limited to, any of the attached Service Schedules, all rates, fees, Tariffs, charges, costs, expenses, compensation, pricing terms, and other monetary payments or obligations in this Attachment C, are subject to, limited by, and shall not exceed the Contract Not to Exceed Limit set forth in Attachment B (Cost Compensation) of the Contract.

9. Service Levels.

The following Service Levels apply only if Customer is the end-user of the Enterprise SIP Service and purchases either Level 3 Internet or Level 3 IP VPN Service (as applicable). If Customer purchases the Service as a Converged Service bundle (i.e. in the United States, specifically with Level 3 MPLS Services or Level 3 Internet Services), the separate service levels under those separate Service Schedules apply in lieu of the Service Levels below.

A. Availability Service Level. The Availability Service Level for this Service is 99.99% per month for Level 3 Internet Service use and 99.999% for Level 3 IP VPN use. Service is considered “Unavailable” if Customer is unable to initiate outbound or receive inbound traffic.
LEVEL 3® ENTERPRISE VOICE SIP BASED SERVICES
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calls for reasons other than an Excused Outage. "Excused Outages" mean scheduled maintenance and force majeure events as described in Section T of the Contract. Unless otherwise set forth herein, if scheduled maintenance requires Service interruption Level 3 will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions, and (3) use commercially reasonable efforts to perform such maintenance between local time. An Unavailability event is measured from the time Customer opens a trouble ticket with Level 3 until the affected Service is restored. Customer will be entitled to a service credit off of the monthly recurring charge ("MRC") for the affected Service based on the cumulative Unavailability of the affected Service in a given calendar month as set forth in the following table:

<table>
<thead>
<tr>
<th>Internet - Cumulative Unavailability (in hrs:mins:secs)</th>
<th>Service Level Credit (% of MRC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>00:00:01 - 00:43:00</td>
<td>0%</td>
</tr>
<tr>
<td>00:43:01 - 02:00:00</td>
<td>5%</td>
</tr>
<tr>
<td>02:00:01 - 04:00:00</td>
<td>15%</td>
</tr>
<tr>
<td>04:00:01 +</td>
<td>25%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>IP VPN - Cumulative Unavailability (in hrs:mins:secs)</th>
<th>Service Level Credit (% of MRC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>00:00:01 - 00:05:00</td>
<td>0%</td>
</tr>
<tr>
<td>00:05:01 - 04:00:00</td>
<td>5%</td>
</tr>
<tr>
<td>04:00:01 - 08:00:00</td>
<td>15%</td>
</tr>
<tr>
<td>08:00:01 +</td>
<td>25%</td>
</tr>
</tbody>
</table>

B. Reserved.

10. Third Party Access Provided by Level 3. Level 3 provides local access circuits (via third party providers) pursuant to the Rate Sheet only for Customer's use in connection with the Service provided under this Service Schedule. Where Customer's usage of such local access circuits falls below the minimum usage level set out below in 2 consecutive monthly billing cycles, then, notwithstanding any pricing otherwise agreed with Customer, Customer agrees to pay the charge(s) set out below in addition to any other charges payable in respect of the Service. The table below is specific to Level 3 Dedicated Access Line ("DAL") Service and will not apply to SIP Services if DAL Service is not mutually agreed to in a Service Order. DAL is a type of service often used by large companies which have a direct telephone line (trunk) going to the long-distance company's "Point of Presence" (POP), thereby bypassing the local telephone company and reducing the cost per minute. The following Minimum Usage Levels will not apply to SIP Services provided to Customer unless specifically set forth in a Service Order.

<table>
<thead>
<tr>
<th>Local Access Circuit Type</th>
<th>Minimum Usage Level</th>
<th>Additional Monthly Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>T-1</td>
<td>30,000 minutes per month</td>
<td>$300</td>
</tr>
<tr>
<td>E-1</td>
<td>30,000 minutes per month</td>
<td>$375</td>
</tr>
<tr>
<td>DS-3</td>
<td>500,000 minutes per month</td>
<td>$8,500</td>
</tr>
</tbody>
</table>

If Level 3 notifies Customer of an additional charge pursuant to the previous paragraph, Customer may, by written notice, elect to terminate the applicable local access circuit, provided that if Customer elects to so terminate a local access circuit within the Commitment Term for which it was initially ordered, Customer agrees to reimburse Level 3 for any early termination fees levied on Level 3 by the third party provider of that local access circuit, Notwithstanding anything to the contrary in this Attachment C, including but not limited to, any of the attached Service Schedules, nothing herein shall in any way limit the County's termination rights under Contract Article K (Termination) including, but not limited to, the right to terminate without cause Services, products, circuits, and/or any portion of the foregoing.

11. Additional Service Specific Terms.

A. Voice Complete and SIP Service

(i) Mobility Feature Pack. Subject to the limitations described in this Schedule, and subject to availability, Voice Complete Service may be used to serve remote worker applications. Users with the Mobility Feature Pack provisioned on their primary telephone number may originate and receive calls when away from the primary service location, as though they were physically present on the corporate Local Area Network/Wide Area Network ("LAN/WAN"). For telephone numbers with Mobility Feature Pack provisioned, and users can utilize such mobility capabilities from locations with functioning broadband Internet access and Public Switched Telephone Network ("PSTN") telephone access. Additionally, call forwarding and remote office features, which enable the use of any PSTN phone for inbound and two-way telephone use, respectively, are included in the Mobility Feature Pack and can be used to support switched based toll-N1020700
LEVEL 3\textsuperscript{rd} ENTERPRISE VOICE SIP BASED SERVICES
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free/ freephone service. For additional information on the features available in the Mobility Feature Pack, please see the Admin Feature Guide available for reference. If features are ordered by Customer, the rates for each feature available in the Mobility Feature Pack will be shown on a Service Order. Notwithstanding anything to the contrary herein or elsewhere in this Attachment C, including but not limited to, any of the attached Service Schedules, all rates, fees, Tariffs, charges, costs, expenses, compensation, pricing terms, and other monetary payments or obligations in this Attachment C, are subject to, limited by, and shall not exceed the Contract Not to Exceed Limit set forth in Attachment B (Cost Compensation) of the Contract.

(ii) Emergency Calling Capability. Level 3 will provide Emergency Calling capability with Session Initiation Protocol ("SIP") Service, FlexVoice and Voice Complete as required by law. "Emergency Calling" means the ability through the dialing of the relevant emergency numbers in a jurisdiction (e.g., 911, 999, 112) to reach emergency response services associated with the address loaded in the relevant databases, subject to each party's obligations and the limitations hereunder. Level 3's liability for Emergency Calling related to claims is limited and/or disclaimer to the fullest extent allowed by law.

a. PLEASE READ THE INFORMATION BELOW ABOUT EMERGENCY CALLING CAREFULLY. BY USING AND PAYING FOR THE SERVICE, CUSTOMER ACKNOWLEDGES AND AGREES TO ALL OF THE INFORMATION BELOW REGARDING THE LIMITATIONS OF THE SERVICE WITH REGARD TO EMERGENCY CALLING SERVICES, AND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL WIRELINE EMERGENCY CALLING.

In particular, please note that Customer will not be able to conduct traditional wireline Emergency Calling in the event of:
- a power outage;
- a loss of connectivity to the internet;
- delays in making a registered location available in the relevant databases or service records; and
- Customer's use the phone at a location other than the established fixed, primary location as determined by Level 3's service records commonly known as "nomadic" use unless and until the Customer provides an updated accurate current user location and the same has time to be loaded into the appropriate databases.

Customer acknowledges that Level 3 has advised that the Service does not support Emergency Calling in these instances. Customer undertakes to advise all individuals of this limitation who may have occasion to place calls using this Service, and is advised to provide labels or stickers setting out the appropriate warning information on Customer devices (for the United States, labels for Customer's placement on devices are attached hereto as Attachment A). Notwithstanding anything in the Contract, no indemnification obligations of Level 3 shall apply with respect to any Emergency Calling capabilities provided by Level 3. Level 3 shall have no liability for any failure to provide Emergency Calling except liability that arises as a direct result of Level 3's gross negligence or willful misconduct.

b. Customer is responsible for assuring that user locations are up to date by providing correct and current address information to Level 3 (hereinafter "Registered Location" but also known as "Automatic Location Identification" or "ALI" in North America and calling line identifier "CLI" in Europe) to Level 3. Customer and its end users shall provide Level 3 with such information conforming to any national numbering schemes or regulatory requirements applicable at the point of interconnection with the Level 3 network. Customer is responsible for updating the Registered Location information for each user on a timely basis in response to changes in location via a Customer facing portal supplied by Level 3 or by calling Level 3 Customer Care. Customer understands that updates to a user's Registered Location information do not occur immediately upon providing such data to Level 3.

c. Customer will provide the initial Registered Location for each user contemporaneously with the execution of its order for the Service. Customer must provide Registered Locations to Level 3 in a form compliant with prevailing regulatory requirements. Level 3 will notify the Customer of any system rejected, unrecognized, or unverifiable Registered Location information, and Customer must promptly resubmit corrected Registered Location information. Failure to provide accurate Registered Location information may delay activation of telephone numbers. Customer acknowledges and understands that failure to provide the current and correct Registered Location related to physical address and location will result in any emergency calls made by Customer failing to properly route and/or being routed to the incorrect local emergency service provider.

d. It is the Customer's responsibility to understand the local jurisdictional laws that pertain to them in regards to Emergency Calling requirements and compliance obligations, including but not limited to the requirements regarding the level of detail to be provided related to Registered Locations. Level 3 specifically disclaims any such obligation.

e. If Customer subscribes to Lync 911 service (which is only as available in the United States), Customer acknowledges that Level 3 does not store Registered Location information and relies upon information provided in the Lync 911 call flow as result of Customer's proper configuration of the location information server ("LIS") to route Emergency Calls. Customer is solely responsible for set up of the LIS and assuring location information is loaded, accurate and updated.

f. For Customers that deploy their own MLTS (i.e., PBX) or comparable equipment:

(i) Some jurisdictions impose specific requirements on MLTS operators. Customer is responsible for complying with any and all such obligations. Customers in California must download and review the brochure at http://www.calphoneinfo.com/WorkArea/DownloadAsset.aspx?id=419.
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(ii) Level 3's Services are configured to provide Emergency Calling service only for telephone numbers that Level 3 has assigned to the Service. If Customer programs telephone numbers from another provider into Customer's MLTS, Customer is responsible for coordinating with the other provider to deliver Emergency Calling for that provider's telephone numbers.

g. Customer is responsible for any claims brought directly against the Customer that arise as a result of Customer's failure to advise end users of the limitations set forth herein and for claims brought directly against the Customer that arise as a result of Customer's failure to perform its obligations hereunder. For sake of clarity, nothing herein obligates the Customer to defend or indemnify Level 3. Level 3 has the right to bring a claim against the Customer for any breach of its obligations hereunder.

h. In the event that Emergency Calling limitations or requirements different than those stated herein are, in Level 3's reasonable opinion, necessary or advisable based on Level 3’s interpretation of currently evolving Emergency Calling laws, rules and regulations, Customer agrees to negotiate modifications to this Section as requested by Level 3, and if agreement respecting the same cannot be reached within 180 days, Level 3 may terminate the Service and this Contract without liability.

B. Toll Free/FreePhone Service, VoIP IFN and UIFN Service.

(i) Ownership of Telephone Numbers. Level 3 is the party responsible (aka responsible organization) for Toll Free/FreePhone Numbers. In the event that Customer seeks to change such designation, Customer represents and warrants that it has all necessary rights and authority necessary to do so and will provide copies of letters of authority authorizing the same upon request (and in the format requested by Level 3). Customer is responsible for any claims brought directly against the County related to or arising out of any such change (or request for such a change). For sake of clarity, nothing herein obligates the Customer to defend or indemnify Level 3. Level 3 has the right to bring a claim against the Customer for any breach of its obligations hereunder.

(ii) Porting, Number Availability and Other Restrictions. Porting by Customer of Toll Free/FreePhone Numbers pursuant to this Section shall not relieve Customer of its obligations under any Service Orders. Level 3 does not guarantee the availability of any requested Toll Free/FreePhone, IFN or UIFN Toll Free number and is not bound by any verbal confirmation to Customer of Toll Free/FreePhone number availability. Customer may not reserve or activate such a Toll Free/FreePhone number for the purpose of selling, brokering, or releasing the Toll Free/FreePhone number to another person for any fee or other consideration. Customer may not use numbers to run contests, campaigns, or voting or other applications that may result in usage surges, heavy traffic or network congestion. Level 3 may, without liability, block any Toll Free/FreePhone number having usage surges or heavy traffic loads as determined by Level 3. If Customer does not submit a written request for the appointment of a new carrier for its Toll Free/FreePhone number(s) within thirty (30) days of termination of Service, then the number(s) will be returned to the independent administrative agency for reassignment. If at the time of cancellation or termination of Toll Free/FreePhone services, Customer owes an outstanding balance (30 days or more), then Customer's Toll Free/FreePhone number(s) shall not be released to another carrier or provider. Customer acknowledges that (i) IFN or UIFN numbers may be owned by an in-country telephone provider and not the Customer or Level 3, (ii) that the supply of numbers by such provider or regulatory authority may be conditional upon Customer furnishing information, letters or other documentation and (iii) that the provider may deny the granting of a specific number and/or discontinue service related to a specific number if they do not approve of the manner or purpose for which it is used. If Customer wishes to transfer service in respect of Toll Free/FreePhone numbers provided by Level 3 to another carrier and the applicable provider or other regulatory authority supports portability of the applicable numbers, Customer should continue active service with Level 3 until Customer's new carrier confirms that service has been transferred to avoid disruption of service. After transfer of service Customer will need to cancel service with Level 3.

(iii) Multiple Carrier Routing for US Toll Free Numbers. Customer agrees that if a US Toll Free number has multiple carrier routing capability whereby the traffic may go to Level 3 and another carrier, Level 3 will receive a minimum of 20% of the traffic for that Toll Free number each month or Customer will be assessed a make-up-to minimum charge equal to the difference between 20% of the total traffic for the Toll Free number expressed in US Dollars and the amount that Level 3 received. If Customer overflows or re-routes a dedicated Toll Free call to a switched telephone number for termination, switched voice rates will apply to such call.
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ATTACHMENT A
WARNING LABELS (US)

WARNING:
E911 Service May Be Limited or Not Available
Emergency Calling Service/E911 will not be available if
1. Your broadband/interconnect connection has failed or
is disconnected
2. Your electrical power is disrupted
3. The current location of your handset has not been
registered with your service provider

If you are unable to immediately complete a 911 call,
PLEASE USE THE EMERGENCY PHONE NEAREST YOU

WARNING:
E911 Service May Be Limited or Not Available
Emergency Calling Service/E911 will not be available if
4. Your broadband/interconnect connection has failed or
is disconnected
5. Your electrical power is disrupted
6. The current location of your handset has not been
registered with your service provider

If you are unable to immediately complete a 911 call,
PLEASE USE THE EMERGENCY PHONE NEAREST YOU

WARNING:
E911 Service May Be Limited or Not Available
Emergency Calling Service/E911 will not be available if
7. Your broadband/interconnect connection has failed or
is disconnected
8. Your electrical power is disrupted
9. The current location of your handset has not been
registered with your service provider

If you are unable to immediately complete a 911 call,
PLEASE USE THE EMERGENCY PHONE NEAREST YOU

WARNING:
E911 Service May Be Limited or Not Available
Emergency Calling Service/E911 will not be available if
10. Your broadband/interconnect connection has failed or
is disconnected
11. Your electrical power is disrupted
12. The current location of your handset has not been
registered with your service provider

If you are unable to immediately complete a 911 call,
PLEASE USE THE EMERGENCY PHONE NEAREST YOU

WARNING:
E911 Service May Be Limited or Not Available
Emergency Calling Service/E911 will not be available if
13. Your broadband/interconnect connection has failed or
is disconnected
14. Your electrical power is disrupted
15. The current location of your handset has not been
registered with your service provider

If you are unable to immediately complete a 911 call,
PLEASE USE THE EMERGENCY PHONE NEAREST YOU

WARNING:
E911 Service May Be Limited or Not Available
Emergency Calling Service/E911 will not be available if
16. Your broadband/interconnect connection has failed or
is disconnected
17. Your electrical power is disrupted
18. The current location of your handset has not been
registered with your service provider

If you are unable to immediately complete a 911 call,
PLEASE USE THE EMERGENCY PHONE NEAREST YOU

WARNING:
E911 Service May Be Limited or Not Available
Emergency Calling Service/E911 will not be available if
19. Your broadband/interconnect connection has failed or
is disconnected
20. Your electrical power is disrupted
21. The current location of your handset has not been
registered with your service provider

If you are unable to immediately complete a 911 call,
PLEASE USE THE EMERGENCY PHONE NEAREST YOU

WARNING:
E911 Service May Be Limited or Not Available
Emergency Calling Service/E911 will not be available if
22. Your broadband/interconnect connection has failed or
is disconnected
23. Your electrical power is disrupted
24. The current location of your handset has not been
registered with your service provider

If you are unable to immediately complete a 911 call,
PLEASE USE THE EMERGENCY PHONE NEAREST YOU

WARNING:
E911 Service May Be Limited or Not Available
Emergency Calling Service/E911 will not be available if
25. Your broadband/interconnect connection has failed or
is disconnected
26. Your electrical power is disrupted
27. The current location of your handset has not been
registered with your service provider

If you are unable to immediately complete a 911 call,
PLEASE USE THE EMERGENCY PHONE NEAREST YOU

N1020700
LEVEL 3 MPLS (IPVPN AND VPLS) VPN SERVICE
SERVICE SCHEDULE

1. Applicability. This Service Schedule forms part of the Master Service Agreement ("Contract") between Level 3 Communications, LLC ("Level 3" or "Contractor") and the County of Orange ("County" or "Customer") and is applicable only where Customer orders Level 3 MPLS (IPVPN and VPLS) VPN Service. Capitalized terms used but not defined herein have the definitions given to them in the Contract.

2. Service Description. MPLS VPN Service includes two (2) virtual private network ("VPN") services, IPVPN and VPLS, providing private site-to-site communications over Level 3's MPLS network. IPVPN utilizes Internet Protocol; VPLS is provided using Ethernet. Customer must purchase at least 2 ports to set up private site-to-site connections. The Service is connected to each site, including additional sites designated by Customer (together "Customer Sites") through the Customer port at either a circuit location address or a Level 3 Point of Presence (PoP) as specified in the Service Order. Customer Sites will be connected to a port at one or more Level 3 MPLS Network PoPs at a fixed data transmission rate. Standard network management web tools are also provided in conjunction with the MPLS VPN Services. The VPLS offer of Enterprise Switched Native LAN ("SNLAN") allows multiple Customer locations to interconnect within a single Level 3-defined metro area network ("MAN"). The VPLS offer of Extended Native LAN ("ENLAN") allows Customer to connect multiple SNLAN networks between MANs.

3. Additional features and functionality may include:
   a. Enhanced Reporting. Customer may (at additional cost) subscribe to enhanced reporting features including Performance Assurance, Enhanced Management, and End to End Statistics (collectively these are referred to herein as "Enhanced Reporting"). Where available, these features provide end-to-end reporting and SLA's for the following statistics: data delivery, latency and jitter that can be accessed by Customer via the Level 3 provided customer portal.
   b. Class of Service (CoS). Customer may purchase CoS providing the ability to prioritize certain identifiable traffic flows between MPLS network ports. Customer is solely responsible for the selection of classes of service as stated in the Service Order. If a Service Order references Premium Plus/Premium CIR (or PIR), the stated bandwidth is included in, and not in addition to, the Committed Information Rate or Peak Information Rate. Peak Information Rate (PIR) is the maximum available bandwidth.
   c. Smart Demarcation. In certain locations, where available, for VPN and VPLS services with Ethernet access in the domestic U.S. and VPLS services with Ethernet access outside of the U.S., Level 3 provides 'Smart Demarcation' which is the supply and Installation of a Smart Demarcation device (also referred to as a Network Interface Device or "NID") used for Ethernet connectivity fault management for up to 1Gbps port speeds at Customer Sites.

4. Charges. Customer shall be billed non-recurring charges ("NRC") and monthly recurring charges ("MRC") for MPLS VPN Services as set forth in the Service Order. NRC includes applicable installation charges for local-access circuit and each port. MRC includes local-access charges, port connection charges and bandwidth charges. Bandwidth may be identified on a Service Order as Bandwidth, Commit, Committed Information Rate (or CIR), or Peak Information Rate (or PIR). Other charges, including but not limited to usage based charges, may apply as stated in the Service Order. Where Customer orders MPLS VPN Services bundled with either Level 3 Internet Services or Level 3 Enterprise Voice SIP Based Services (either combination is referred to herein as a "Converged Service") such charges will show on the invoice as Converged Services. For clarification, the Converged Service is treated as a single Service and if Customer wishes to unbundle or terminate a part of the Converged Service, early termination liability may apply if such liability is provided for in Article K (Termination) of the Contract and Customer will be required to execute new orders for the desired stand-alone Service. Converged Services solutions combine voice and internet access into a single, fully-managed solution to help Customer's maximize their network and resources. Converged Service options include equipment managed by Level 3: a premise-based router for smaller voice and data applications, or Session Border Controller (SBC) for SIP voice installations.

Notwithstanding anything to the contrary herein or elsewhere in this Attachment C, including but not limited to, any of the attached Service Schedules, all rates, fees, Tariffs, charges, costs, expenses, compensation, pricing terms, and other monetary payments or obligations in this Attachment C, are subject to, limited by, and shall not exceed the Contract Not to Exceed Limit set forth in Attachment B (Cost Compensation) of the Contract.

5. The following services may be available at an additional charge to be set forth in a Service Order and pursuant to the separate Service Schedule for such services:
   a. Level 3 Internet Services. As part of a Converged Service, Customer may order Internet Services which are high speed symmetrical Internet services providing access to the Level 3 IP Network and the global internet.
   b. Level 3 Enterprise Voice SIP Based Services. As part of a Converged Service, Customer may order Session Initiation Protocol ("SIP") based enterprise voice for Public Switched Telephone Network ("PSTN") connectivity, outbound (1+) access to U.S. (Interstate and intrastate) and international locations, inbound (8XX) service, and international toll free calling.
   c. Application Performance Management. As an optional service feature for IPVPN, where available Customer may subscribe to Application Performance Management ("APM") which provides near real-time information for live monitoring and historical data for analysis and reporting on all network traffic end-to-end, including advanced statistics on latency, jitter and packet loss, as well as general utilization by way of an inline Analysis Service Element ("ASE").
d. Managed Network Services. As an additional Service offering, where available Customer may order Level 3 Managed Network Services ("MNS") in which Customer premises equipment ("CPE") is provided by either the Customer or Level 3, but in all cases is managed and maintained by Level 3. MNS may include, but is not limited to, Routers, IADs, SBCs, and firewalls.

e. Secure Access. As an additional Service offering, where available Customer may order Secure Access Site and Secure Access Cellular.

f. Managed Security Services. As an additional Service offering, if available Customer may order certain managed security services ("MSS") which may be available on a cloud-based (MSS-Cloud) solution. The MSS Cloud solution may also be referenced as a Secure Internet Access Firewall or SIA Firewall when ordered in conjunction with Level 3 MPLS Service.

6. Customer Responsibilities. Customer is responsible for providing the network design specifications including pre-existing LAN/WAN IP addressing schemes, MAC addresses and circuit designs. Customer is solely responsible for all equipment and other facilities used in connection with the Service which are not provided by Level 3. All IP addresses, if any, assigned to Customer by Level 3 shall revert to Level 3 upon termination of Service, and Customer shall cease using such addresses as of the effective date of termination. For installation of the Smart Demarcation device (NID) at Customer’s Site, Customer shall (i) provide access at each Site for installation, implementation and maintenance ("Work") at scheduled times, (ii) make appropriate contact personnel available on-site for such Work, (iii) provide all necessary power distribution boxes, conduits, telco backboard space for equipment mounting, grounding, surge and lightning protection and associated hardware and power outlets within 4 feet (1 meter) of the location at which a NID is to be installed, (iv) provide all required extended demarcation inside wiring, including any necessary building alterations to meet wiring and any other site requirements, (v) ensure that the NID can be installed within 6 feet (2 meters) of the Customer provided equipment and the Customer provided or third party provided extension of the local access circuit demarcation, or otherwise provide additional cabling at the Customer’s expense, (vi) clearly marking each telecommunication extended local access circuit demarcation point to allow the installer to connect the correct circuit to the correct NID interface, and (vii) connection of the NID to the Customer Router or LAN.

7. Service Levels and Service Credits. The following Service Levels (SLAs) apply as set forth below. When Converged Services are ordered the SLAs below apply in lieu of any SLAs identified in the applicable Level 3 Internet Service Schedule and/or Level 3 Enterprise Voice SIP Based Service Schedule as referenced above in Section 5. Depending on the type of Service ordered by Customer, the Class of Service levels of Premium Plus, Premium, Enhanced Plus, Enhanced, and Basic may be referenced on a Service Order as Real Time, Interactive, Mission Critical, Priority and Best Effort, respectively.

a. Availability Service Level. The Availability Service Level in the United States is 99.99%. Outside the United States, the Availability Service Level for Fully On-Net MPLS VPN Service is 99.99% and 99.9% for Off-Net Service. Fully On-Net MPLS VPN Service is provided entirely on Level 3’s owned and operated network. Off-Net Service is a service that is partially or entirely provided using third party circuits not owned and operated by Level 3. For IPVPN and VPLS, Service Availability is calculated on a per site basis.

b. Packet Delivery, Latency and Jitter Service Levels - PoP to PoP. Level 3’s service levels for packet delivery, latency, or jitter are set forth below in Tables A and B. These latency calculations are averaged monthly between all Level 3 designated points of presence ("POPs") in a given region.

<table>
<thead>
<tr>
<th>SLA Boundary</th>
<th>Measurement Parameter</th>
<th>Class of Service</th>
<th>Basic Plus/ Basic (e.g. Default/ Internet / Bulk Data)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Premium Plus/ Premium (e.g. Voice/ Video)</td>
<td>Enhanced Plus/ Enhanced (e.g. Critical/ Preferred Data)</td>
</tr>
<tr>
<td>Intra Continental U.S.</td>
<td>Average Packet Delivery</td>
<td>99.99%</td>
<td>99.95%</td>
</tr>
<tr>
<td></td>
<td>Average Two Way Latency</td>
<td>City Pair*</td>
<td>City Pair*</td>
</tr>
<tr>
<td></td>
<td>Jitter (one way)</td>
<td>&lt; 3 ms</td>
<td>N/A</td>
</tr>
<tr>
<td>Intra EU and EU - US</td>
<td>Average Packet Delivery</td>
<td>99.99%</td>
<td>99.95%</td>
</tr>
<tr>
<td></td>
<td>Average Two Way Latency</td>
<td>City Pair</td>
<td>City Pair</td>
</tr>
<tr>
<td></td>
<td>Jitter (one way)</td>
<td>&lt; 10 ms</td>
<td>N/A</td>
</tr>
<tr>
<td>Rest of World</td>
<td>Average Packet Delivery</td>
<td>99.9%</td>
<td>99.8%</td>
</tr>
<tr>
<td></td>
<td>Average Two Way Latency</td>
<td>City Pair</td>
<td>City Pair</td>
</tr>
<tr>
<td></td>
<td>Jitter (one way)</td>
<td>Regional</td>
<td>N/A</td>
</tr>
</tbody>
</table>

*Appendix 1 sets forth the "City Pair" monthly average two way latency in the MPLS VPN PoP to PoP two way latency SLA matrix. Appendix 1 is available upon request. For city pairs that are not listed in Appendix 1, the following regional metrics apply per Table B. Regional metric calculations are averaged monthly between all Level 3 POPs in a given region.
LEVEL 3<sup>®</sup> MPLS (IPVPN and VPLS) VPN SERVICE
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Table B: Regional Two Way Latency and Jitter

<table>
<thead>
<tr>
<th>Description</th>
<th>Average Two Way Latency (milliseconds)</th>
<th>Average Jitter Roundtrip (milliseconds)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trans-Atlantic (London/Amsterdam – New York)</td>
<td>&lt; 95 ms</td>
<td>≤ 6 ms</td>
</tr>
<tr>
<td>Intra–United Kingdom</td>
<td>&lt; 25 ms</td>
<td>&lt; 6 ms</td>
</tr>
<tr>
<td>European network</td>
<td>&lt; 45 ms</td>
<td>&lt; 6 ms</td>
</tr>
<tr>
<td>North American Network *</td>
<td>&lt; 85 ms</td>
<td>&lt; 6 ms</td>
</tr>
<tr>
<td>Pacific (Tokyo – Sacramento, CA)</td>
<td>&lt;150 ms</td>
<td>&lt; 6 ms</td>
</tr>
<tr>
<td>Sydney – US West (Sacramento, CA)</td>
<td>&lt;270 ms</td>
<td>&lt; 6 ms</td>
</tr>
<tr>
<td>Sydney – Asia (Tokyo)</td>
<td>&lt;200 ms</td>
<td>&lt; 6 ms</td>
</tr>
<tr>
<td>Intra–Asia **</td>
<td>&lt;140 ms</td>
<td>&lt; 6 ms</td>
</tr>
<tr>
<td>South America (Buenos Aires, Sao Paolo, Panama City, Santiago, and Miami)</td>
<td>&lt;170 ms</td>
<td>&lt; 6 ms</td>
</tr>
<tr>
<td>New York – South Africa</td>
<td>&lt;295 ms</td>
<td>&lt; 40 ms</td>
</tr>
<tr>
<td>London – South Africa</td>
<td>&lt;230 ms</td>
<td>&lt; 40 ms</td>
</tr>
</tbody>
</table>

* Add 90ms from/to the Mexico PoP

** ‘Intra-Asia’ is defined as: Japan, Australia, Hong Kong, Taiwan, Philippines, South Korea, Thailand, Malaysia, and Indonesia.

c. Packet Delivery, Latency and Jitter Service Levels – End to End (Optional). End to End Packet Delivery, jitter and two way latency SLAs apply only to sites where Customer has ordered Enhanced Reporting or APM for IPVPN. For sites with DSL, microwave or satellite access, End to End packet delivery, jitter, and latency SLAs do not apply. To calculate an end to end two way latency SLA, the loop factor table applies per Appendix 1.

Table C: End to End

<table>
<thead>
<tr>
<th>SLA Boundary</th>
<th>Measurement Parameter</th>
<th>Class of Service</th>
<th>Class of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Premium Plus/ Premium (e.g. Voice/Video)</td>
<td>Enhanced Plus/Enhanced (e.g. Critical/Preferred Data)</td>
</tr>
<tr>
<td>Intra Continental U.S.</td>
<td>Average Packet Delivery</td>
<td>99.9%</td>
<td>99.5%</td>
</tr>
<tr>
<td></td>
<td>Average Two Way Latency</td>
<td>City Pair Plus Loop Factor Table*</td>
<td>City Pair Plus Loop Factor Table*</td>
</tr>
<tr>
<td></td>
<td>Jitter (Round Trip)</td>
<td>≤ 3 ms</td>
<td>N/A</td>
</tr>
<tr>
<td>Intra EU and EU -US</td>
<td>Average Packet Delivery</td>
<td>99.9%</td>
<td>99.5%</td>
</tr>
<tr>
<td></td>
<td>Average Two Way Latency</td>
<td>City Pair Plus Loop Factor Table*</td>
<td>City Pair Plus Loop Factor Table*</td>
</tr>
<tr>
<td></td>
<td>Jitter (Round Trip)</td>
<td>≤ 10 ms</td>
<td>N/A</td>
</tr>
<tr>
<td>Rest of World</td>
<td>Average Packet Delivery</td>
<td>99.9%</td>
<td>99.0%</td>
</tr>
<tr>
<td></td>
<td>Average Two Way Latency</td>
<td>City Pair Plus Loop Factor Table*</td>
<td>City Pair Plus Loop Factor Table*</td>
</tr>
<tr>
<td></td>
<td>Jitter (Round Trip)</td>
<td>Regional</td>
<td>N/A</td>
</tr>
</tbody>
</table>

d. Credits for SLAs above. All SLA credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges and similar additional charges. For the avoidance of doubt, credit percentages are, unless otherwise expressly provided for in these terms, only applied to the MRC of the bandwidth and port charges for applicable...
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Sites. In no event will SLA credits in any calendar month exceed 100% of the total MRCs (excluding local access) for the affected Site(s). All approved SLA credits requested by Customer for a given month will be totaled and applied to Customer’s next following invoice for the Service, or as promptly thereafter as is practical in the event of a dispute.

i. Availability Service Credit. Service is “Unavailable” (except in the case of an Excused Outage) if the Customer port at a Customer site is unable to pass traffic. “Excused Outages” mean scheduled maintenance and force majeure events as described in Section T of the Contract. Unless otherwise set forth herein, if scheduled maintenance requires Service interruption Level 3 will: (1) provide Customer seven days’ prior written notice, (2) work with Customer to minimize interruptions, and (3) use commercially reasonable efforts to perform such maintenance between 8:00 a.m. and 12:00 p.m. local time. Service Unavailability is calculated from the timestamp Level 3 opens a trouble ticket following the report of a problem by the Customer until the time the ticket is closed. If credits are due under this SLA, no other SLAs apply to the same event. If Service is Unavailable for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the MRC for the affected Service locations based on the cumulative Unavailability of the Service in a given calendar month as set forth in the tables below. For a Fully On-Net Service, the SLA and credits in Table D will apply. For Off-Net Service, the SLA and credits in Table E will apply.

<table>
<thead>
<tr>
<th>Table D: US Domestic Only or Fully On-Net MPLS VPN Service</th>
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</thead>
<tbody>
<tr>
<td>D Cumulative Unavailability Service Level Credit</td>
</tr>
<tr>
<td>(in hrs:mins:secs)</td>
</tr>
<tr>
<td>00:00:00 – 00:04:16 (99.99%) No Credit</td>
</tr>
<tr>
<td>00:04:19 – 00:43:00 (99.9%) 10%</td>
</tr>
<tr>
<td>00:43:01 – 04:00:00 15%</td>
</tr>
<tr>
<td>04:00:01 – 12:00:00 30%</td>
</tr>
<tr>
<td>12:00:01 or greater 50%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Table E: Off-Net MPLS VPN Service and Service outside the Domestic US</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cumulative Unavailability Service Level Credit</td>
</tr>
<tr>
<td>(in hrs:mins:secs)</td>
</tr>
<tr>
<td>00:00:01 – 00:43:00 (99.9%)  No Credit</td>
</tr>
<tr>
<td>00:43:01 – 04:00:00 10%</td>
</tr>
<tr>
<td>04:00:01 – 12:00:00 30%</td>
</tr>
<tr>
<td>12:00:01 or greater 50%</td>
</tr>
</tbody>
</table>

ii. Data Delivery, Latency, and Jitter Service Credits. The PoP to PoP SLAs are based on monthly average performance between nodes on Level 3’s MPLS network. Where End to End SLAs apply, the monthly average performance is measured between the Level 3 Equipment deployed for APM or Enhanced Reporting, as applicable. Customer will be entitled to a service credit off of the MRC for the affected Service locations as set forth below for the Service parameter(s) not met for reasons other than an Excused Outage. Customer will not be entitled to credits under the packet delivery, latency, or jitter SLA’s for the affected Service where such failure is related to Unavailability under the Availability SLA.

<table>
<thead>
<tr>
<th>Monthly Service Parameter</th>
<th>Service Level Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data Delivery</td>
<td>10%</td>
</tr>
<tr>
<td>Latency</td>
<td>10%</td>
</tr>
<tr>
<td>Jitter</td>
<td>10%</td>
</tr>
</tbody>
</table>

e. Smart Demarcation Opt-Out. Where Smart Demarcation is required by Level 3 and Customer wants the Service provisioned without Smart Demarcation Level 3 agrees upon Customer’s request to meet with Customer to discuss alternative options (if available).

f. Reserved.

g. Installation Service Level. Level 3 will exercise commercially reasonable efforts to install each MPLS VPN Service on or before the Customer Commit Date for the particular Service. The Customer Commit Date is the date by which Level 3 will install Service. The Customer Commit Date is established following Level 3’s acceptance of a Service Order. This installation Service Level shall not apply to Service Orders that contain incorrect information supplied by Customer or Service Orders that are altered at Customer request after submission and acceptance by Level 3. In the event Level 3 does not meet this Installation Service Level for a particular MPLS VPN Service for reasons other than an Excused Outage, Customer will be entitled to a service credit for each day of delay equal to the charges 1 day of the pro rata share of the MRC associated with the affected MPLS VPN service up to a monthly maximum credit of 10 days.
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h. SLA Limitations for Enhanced Management. For circuits with Bandwidths of 15 Mbps or lower, the measurement of such Data Delivery, Latency and Jitter also excludes any time period that Customer's total bandwidth utilization or bandwidth utilization by CoS exceeds fifty percent (50%) of the applicable contracted bandwidth. For circuits with bandwidths over 15 Mbps, the measurement of such Data Delivery, Latency and Jitter also excludes any time period that Customer's total bandwidth utilization exceeds seventy percent (70%) of the applicable contracted bandwidth. The Enhanced Management SLA shall not apply to any site for any calendar month if Level 3's measurement of Data Delivery, Latency or Jitter does not include at least twenty five percent (25%) of the duration of any calendar month. Credits provided for the applicable metric are not cumulative and, in any calendar month, Customer shall only be entitled to one credit per metric per site. All measurements are based on the average of the metrics for that calendar month.

8. Resale Restriction. Notwithstanding anything to the contrary in the Contract, Customer is prohibited from reselling any Service provided pursuant to this Service Schedule except as expressly provided by Level 3, provided however, if Customer requests to resell any Converged Services such permission from Level 3 must be in the form of an amendment signed by authorized representatives of both parties.
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1. Applicability. This Service Schedule applies when Customer orders Level 3 Managed Network Services (MNS). Level 3 Managed Network Service may be designated as Managed Customer Premise Equipment (CPE), CPE-Based Managed Service (CPE MS), Managed Virtual Private Network (VPN) Device, Managed Internet Device, Managed Device, Managed Router, or Managed IAD, in Service Orders, order acceptance, service delivery, billing (and related) documents. This Service Schedule is subject to the Master Service Agreement ("Contract") between Level 3 Communications, LLC ("Level 3" or "Contractor") and the County of Orange ("County" or "Customer"). Capitalized terms used but not defined herein shall have the meaning set forth in the Contract.

2. Service Description. Level 3 MNS is a comprehensive solution where Level 3 manages and maintains CPE (each, a "Managed Device") provided by Customer or Level 3 associated with Internet access, Converged Services or MPLS-based data service (Data Service). Converged Services solutions combine voice and internet access into a single, fully-managed solution to help Customer's maximize their network and resources. Converged Service options include equipment managed by Level 3: a premise-based router for smaller voice and data applications, or Session Border Controller (SBC) for SIP voice installations.

3. CPE Related Terms. In the event the Customer chooses to provide its own CPE, Customer hereby: (i) assigns full operational management responsibility for such equipment solely to Level 3; (ii) warrants and represents that the CPE is not in end of life (EOL) status with the manufacturer; and (iii) the CPE has a current and active equipment and software support agreement with the original equipment manufacturer. For Level 3 provided CPE, the separate terms of the Customer Premise Equipment (CPE) Addendum apply and are incorporated by reference herein.

4. Charges. Customer will be billed on a fixed rate basis for MNS, consisting of a non-recurring charge (NRC) for installation and a monthly recurring charge (MRC).

Notwithstanding anything to the contrary herein or elsewhere in this Attachment C, including but not limited to, any of the attached Service Schedules, all rates, fees, Tariffs, charges, costs, expenses, compensation, pricing terms, and other monetary payments or obligations in this Attachment C, are subject to, limited by, and shall not exceed the Contract Not to Exceed Limit set forth in Attachment B (Cost Compensation) of the Contract.

5. Service Levels. The following Service Levels apply to MNS: As used herein, a "Business Day" is Monday through Friday excluding all banking, national or local holidays.

A. Management Service Level. For logical configuration change requests received by Level 3 prior to 6 P.M. local time on a Business Day, Level 3 will implement such configuration change by the close of the following Business Day. All such change requests must be made through the Level 3 web-based portal or by dialing 1-877-4LEVEL3. Configuration changes do not include service additions or deletions, configuration change requests requiring the addition or removal of security gateway services or other non-MNS service or any items that are considered the Customer's responsibility, including but not limited to, user and group configurations. This Service Level does not apply during the first 30 days following the Service Commencement Date.

B. Maintenance and Response Service Level. Level 3 continuously monitors all Managed Devices and provides on-site maintenance and repair once Level 3 has determined, through fault isolation, that a Managed Device has experienced a fault (i.e. "problem dispatch"). On-site coverage is as follows:

24X7 4 Hour Response: where available, repair coverage is 24 hours per day, 7 days per week. A field engineer will arrive at the Customer site within 4 hours of problem dispatch as identified by Level 3.

9X5 Next Business Day Response: Where the above coverage is not available, repair coverage is 8:00 a.m. to 5:00 p.m. local time during a Business Day. Following problem dispatch, a field engineer shall arrive on-site no later than 5:00 p.m. the next Business Day. Calls must be received by 2:00 p.m. local time to enable a next Business Day response if problem dispatch is required. Countries identified in Attachment 1 fall into this SLA.

Prior to problem dispatch, or, if Customer requests maintenance assistance, Level 3 may request Customer to verify that the local environment (including power, LAN connectivity, inside wiring / cabling etc.) has been diagnosed and ruled out as the source of the reported fault.

C. Availability Service Level. Level 3 provided CPE has an Availability Service Level of 99.9% measured over a calendar month. Availability is the ability of a router to accept connections and pass traffic. This SLA does not apply to unavailability due to (i) Customer-initiated changes to the network environment, architectures, or router configuration; (ii) intentional shutdowns due to emergency intervention initiated during security related incidents; (iii) network performance degradation or connectivity failures (which are covered under a separate Service Schedule for such network services); (iv) Excused Outages; or, (v) failure due to incorrect bandwidth or IP address selection by the Customer. This SLA does not apply to MNS provided in the countries identified in Attachment 1.

D. Credits. Level 3 will investigate Customer's report of any Service Level not being met in any given month. If Level 3 determines that any such Service Level(s) was not met, Customer will receive a service credit equal to 1/30 of the MRC for the failed device(s), with a maximum credit of one credit per day per device (regardless of whether multiple SLAs were not met on such day). SLA credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges and similar additional charges. Notwithstanding anything in the Contract to the contrary, Customer must notify Level 3 of N1020700 Page 18 of 30

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requests for service credits within 45 days of events giving rise to such credits for those countries in Attachment 1. Credits on Managed Devices located in those countries set forth in Attachment 1 will be capped at 5 days for such Managed Device in a month.

6. Chronic Problem Resolution. A Chronic Problem is defined as a continuing error, conflict, trouble report or similar issue that affects the ability to pass Customer traffic through the CPE. In the event Customer or Level 3 determines that the Chronic Problem is the result of a recurring issue on the Customer side of the CPE, Customer shall take all reasonable steps necessary to correct the issue including but not limited to (i) requesting Level 3 to proactively continue monitoring the relevant service (without taking additional action to address the immediate issue) until the Chronic Problem is resolved to Level 3's and the Customer's satisfaction; or (ii) requesting Level 3 to take any necessary action to prevent the alerts from being displayed (meaning Level 3 will not respond to future instances of the defined Chronic Problem). If Customer has not resolved the Chronic Problem within 30 days, upon Customer's written approval which will not be unreasonably withheld, Level 3 may continue to monitor the relevant service and charge the Customer a $200 per alert response fee for as long as the Chronic Problem remains, or take any necessary action to prevent the monitoring alerts from being displayed. In all cases, isolating Chronic Problems may impact other elements of Service, and Level 3 activities in respect of Chronic Problems may result in additional charges. Customer shall not be entitled to any rebate or reduction of fees for the affected component. If the Chronic Problem is due to faulty Customer provided CPE, Customer shall take such action to repair, remove from MNS coverage, or replace such faulty CPE.

7. SNMP Read-Only Access and Netflow. Upon Customer's written request, Level 3 will facilitate SNMP read-only access and/or Netflow to CPE managed by Level 3. Access to Managed Devices in this way will be access control list protected and restricted to a pre-determined list of Customer's network management system devices to be agreed by Customer and Level 3. Any failure to achieve the Service Levels relating to MNS will be excused and no credits or other remedies extended if such failure arises as a result of; (i) excessive polling of Managed Devices by Customer causing SNMP utilization on a Managed Device's processor to affect performance, (ii) failure by Customer to update Customer’s network management system devices with known recommended security fixes, (iii) increased traffic or CPU utilization caused by NetFlow, or (iv) security breaches on Customer’s own network.
### ATTACHMENT 1 – Identified Countries

<table>
<thead>
<tr>
<th>ALBANIA</th>
<th>ICELAND</th>
<th>PHILIPPINES</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALGERIA</td>
<td>INDIA</td>
<td>QATAR</td>
</tr>
<tr>
<td>ANGOLA</td>
<td>INDONESIA</td>
<td>RUSSIAN FEDERATION</td>
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<td>IRAQ</td>
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<td>AUSTRALIA</td>
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<td>SAUDI ARABIA</td>
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<td>SOUTHERN AFRICA</td>
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<td>LEBANON</td>
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<td>LIBERIA</td>
<td>THAILAND</td>
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</tbody>
</table>
LEVEL 3® ETHERNET PRIVATE LINE SERVICE, ETHERNET VIRTUAL PRIVATE LINE SERVICE, ETHERNET LINE AND ETHERNET ACCESS SERVICE (LEASE) SERVICE SCHEDULE

1. Applicability. This Service Schedule is applicable where Customer orders Level 3® Ethernet Private Lines (EPL), Level 3® Ethernet Virtual Private Lines (EVPL) and Level 3® E-Access Service. EPL and EVPL may also be designated as Level 3® E-Line Service in Service Orders, order acceptance, service delivery, billing (and related) documents. Furthermore, EPL and EVPL may also be ordered as Level 3® E-Access Service. This Service Schedule is subject to the Master Service Agreement ("Contract") between Level 3 Communications, LLC ("Level 3" or "Contractor") and the County of Orange ("County" or "Customer"). Capitalized terms used but not defined herein shall have the meaning set forth in the Contract.

2. Definitions. The following terms are defined for the purposes of this Service Schedule:

"Customer Commit Date" means the date by which Level 3 will install Service. The Customer Commit Date is established following Level 3's acceptance of a Service Order.

"E2E" means end to end, and includes the On-Net and Off-Net components of Services in the United States and European Union, taken together.

"On-Net" means Service provided on the network owned (or operated and controlled) by Level 3 between two locations that are served directly by Level 3 owned (or operated and controlled) fiber and Level 3 owned equipment. Services that are not On-Net are "Off-Net".

"Protected" means any Service that is configured generally to include a protection scheme that allows traffic to be re-routed in the event of a fiber cut or equipment failure. Services which are not Protected are "Unprotected." Except for EVPL Service, which is always configured as Protected, Protected Services under this Schedule shall be designated as such in a Service Order.

"Unavailable" or "Unavailability" means Ethernet port (or the Service directly associated with such port) downtime.

3. Service Description. EPL, EVPL, E-Access EVPL and E-Access EPL

Ethernet Private Lines (EPL) are port based point-to-point circuits that deliver a high degree of transparency for service frames between standard 10/100/1000 Mbps interfaces. Metro EPL Service is provided in the same metropolitan market with bandwidth ranges from 3Mbps to 10Gbps. Intercity EPL Service is between two markets with bandwidth ranges from 10 Mbps to 1 Gbps. EPL is offered in a Protected or Unprotected configuration.

Ethernet Virtual Private Lines (EVPL) are point-to-point circuits that offer a lower degree of transparency for service frames, but can be ordered as VLAN aware or bundled configuration. EVPL is made up of at least two end user locations, also known as User Network Interfaces (UNIs) and at least one Ethernet Virtual Connection (EVC). In the VLAN aware configuration EVPL can be used as a hub and spoke architecture. EVPL is always delivered in a Protected configuration. Each UNI and EVC is priced separately and UNI is available as a 100Mbps, 1Gbps, or 10Gbps Ethernet port and EVCs are available in increments from 2Mbps to 6Gbps. As an optional Service feature, Customer may (at additional cost) subscribe to Performance Assurance or Enhanced Management in conjunction with the EVPL Service; these features provide end to end reporting and SLA's via the customer portal for the following statistics: data delivery, latency and jitter. The provision of Performance Assurance and Enhanced Management are subject to the "Performance Assurance Enhanced Management Supplement" to this Service Schedule, a copy of which will be made available to Customer upon request.

Ethernet Access Service (E-Access) is point-to-point circuits between an External Network-to-Network Interface (ENNI) on one side and a UNI or second ENNI on the other side. E-Access ports are connected with E-Access Operator Virtual Connections (OVCs), which are available at a variety of capacities, regardless of the platform or device that enables them. E-Access resembles a hub and spoke architecture. The ENNI provides the "hub" for the OVCs (which act as the spokes) via an S-VLAN tag and allows for "Q-in-Q," or stacked, tagging that recognizes that there is more than one layer of VLAN tags. The ENNI is available as a stand-alone Service, without a corresponding OVC. The OVC is available only with a Protected configuration, is available in various bandwidth increments ranging between 2Mbps to 6Gbps and may be ordered as: (a) a port-based private line (a/k/a EPL) with limited but dedicated line rate speeds; or (b) a transparent shared or dedicated Service (a/k/a EVPL) available at many speed intervals.

The UNI is available as a 100Mbps, 1Gbps, or 10Gbps Ethernet port and may be ordered as a transparent or multiplexed interface. The ENNI is available as a 1Gbps or 10Gbps Ethernet port and may be ordered with a single or dual hand-off. A dual hand-off is provisioned using LACP protocol, in an active/standby configuration.

4. Services from Others. Where Service is terminated Off-Net, Customer will provide Level 3 with circuit facility assignment, firm order commitment and the design layout records necessary for Level 3 to make cross-connections to the Off-Net carrier. Level 3's charges assume that Off-Net service: a) will be available from Level 3's selected provider and b) will be terminated at the minimum point of entry (MPOE) pre-determined by the Off-Net provider. If these assumptions are incorrect, additional charges may apply to either the Off Net component or, in the case of MPOE extensions, for inside wiring provided by Level 3. Customer will provide required inside wiring if the Off-Net provider does not or cannot perform required inside wiring. Notwithstanding anything to the contrary herein or elsewhere in this Attachment C, including but not limited to, any of the attached Service Schedules, all rates, fees, Tariffs, charges, costs, expenses, compensation, pricing terms, and other monetary payments or obligations in this Attachment C, are subject to, limited by, and shall not exceed the Contract Not to Exceed Limit set forth in Attachment B (Cost Compensation) of the Contract.

5. Service Levels.

N1020700
LEVEL 3® ETHERNET PRIVATE LINE SERVICE, ETHERNET VIRTUAL PRIVATE LINE SERVICE, ETHERNET LINE AND ETHERNET ACCESS SERVICE (LEASE) SERVICE SCHEDULE

5.1 Installation Service Level. Level 3 will exercise commercially reasonable efforts to install any EPL, EVPL and E-Access Service on or before the Customer Commit Date specified for the particular Service. This Installation Service Level shall not apply to delays resulting from (i) incorrect information, equipment, cables or software components specified or supplied by Customer, (ii) Customer-requested changes to Service Orders after submission and acceptance by Level 3, and (iii) Customer not being ready to receive Service. If an On-Net EPL, EVPL or E-Access Service is not installed by the Customer Commit Date for reasons other than an Excused Outage, Customer shall be entitled to a one-time service credit off of one month’s monthly recurring charge (“MRC”) (after application of discounts and other special pricing arrangements, if any) for the affected Service as set forth in the following table, calculated as of the time of installation:

<table>
<thead>
<tr>
<th>Installation Delay Beyond Customer Commit Date</th>
<th>Service Level Credit (% of MRC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – 7 business days</td>
<td>5%</td>
</tr>
<tr>
<td>8–14 business days</td>
<td>15%</td>
</tr>
<tr>
<td>15–30 business days</td>
<td>25%</td>
</tr>
<tr>
<td>Greater than 30 business days</td>
<td>50%</td>
</tr>
</tbody>
</table>

5.2 Availability Service Level. In the event that Service becomes Unavailable for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the MRC for the affected Service based on the cumulative Unavailability of the Service in a given calendar month as set forth below. “Excused Outage” means scheduled maintenance and force majeure events as described in Section T of the Contract.

For Protected EPL, EVPL and E-Access Service within North America (On-Net and Off-Net) and Europe (On-Net only) the Availability Service Level is 99.999%:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>00:00:01 - 00:00:26 (99.999%)</td>
<td>No Credit</td>
<td>00:00:01 - 00:04:23 (99.99%)</td>
<td>No Credit</td>
</tr>
<tr>
<td>00:00:27 - 00:30:00</td>
<td>10%</td>
<td>04:00:01 - 12:00:00</td>
<td>10%</td>
</tr>
<tr>
<td>00:30:01 - 04:00:00</td>
<td>30%</td>
<td></td>
<td>30%</td>
</tr>
<tr>
<td>04:00:01+</td>
<td>50%</td>
<td>12:00:01+</td>
<td>50%</td>
</tr>
</tbody>
</table>

For On-Net Protected EPL, EVPL and E-Access Service within Latin America and Asia-Pacific, and Service that includes subsea cable the Availability Service Level is 99.99%:

<table>
<thead>
<tr>
<th>Cumulative Unavailability (in hrs:mins:secs)</th>
<th>Service Level Credit (% of MRC)</th>
<th>Cumulative Unavailability (in hrs:mins:secs)</th>
<th>Service Level Credit (% of MRC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>00:00:01 - 06:00:00 (99.1%)</td>
<td>No Credit</td>
<td>00:00:01 - 00:43:00 (99.9%)</td>
<td>No Credit</td>
</tr>
<tr>
<td>06:00:01 - 10:00:00</td>
<td>10%</td>
<td>04:00:01 - 12:00:00</td>
<td>10%</td>
</tr>
<tr>
<td>10:00:01 - 18:00:00</td>
<td>30%</td>
<td></td>
<td>30%</td>
</tr>
<tr>
<td>18:00:01+</td>
<td>50%</td>
<td>12:00:01 or greater</td>
<td>50%</td>
</tr>
</tbody>
</table>

For any Unprotected EPL, EVPL or E-Access Service that is outside North America that contains an off-net component, Level 3 will pass-through to Customer any service levels and associated credits (or other express remedies) provided to level 3 by the applicable third party carrier. The Availability Service Level shall not apply to Service interruptions attributable to (i) long-haul international access circuits between a Level 3 point of presence in one country and a Customer premises in a different country, and/or (ii) long-haul connectivity for STM1 and above between Level 3's cable landing station in Costa Rica and either Level 3’s POP in San Jose, Costa Rica or Customer's premises in Costa Rica. In the event a Service interruption attributable to a single event results in Unavailability of Service that implicates more than one credit table under this Section 5(B), only one table will be used for purposes of calculating service credits owed for all impacted Services, which shall be the table in the greatest service credit.

5.3 Data Delivery, Latency, and Jitter Service Levels. Level 3's Service Levels are set forth below. The Pop to Pop Service Levels are based on monthly average performance between nodes on Level 3’s Ethernet network. Customer will be entitled to a service credit (as set forth in Table C below) off of the MRC for the affected Service locations for the Measurement Parameter(s) not met for reasons other than an Excused Outage. Customer will not be entitled to credits under the Packet Delivery, Latency, or Jitter Parameters for the affected Service where such failure is related to Unavailability under Section 5(B) above.

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Table A: Pop to PoP*

<table>
<thead>
<tr>
<th>SLA Boundary</th>
<th>Measurement Parameter</th>
<th>Premium Plus/ Premium/ Dedicated (e.g. Voice/Video)</th>
<th>Enhanced Plus/Enhanced (e.g. Critical/Preferred Data)</th>
<th>Basic Plus/ Basic/ Shared (e.g. Default/Bulk Data)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intra US</td>
<td>Average Packet Delivery</td>
<td>99.99%</td>
<td>99.95%</td>
<td>99.90%</td>
</tr>
<tr>
<td></td>
<td>Average Two Way Latency</td>
<td>45 ms</td>
<td>45 ms</td>
<td>45 ms</td>
</tr>
<tr>
<td></td>
<td>Jitter (one way)</td>
<td>3 ms</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Intra EU and EU-US</td>
<td>Average Packet Delivery</td>
<td>99.99%</td>
<td>99.95%</td>
<td>99.90%</td>
</tr>
<tr>
<td></td>
<td>Average Two Way Latency</td>
<td>City Pair</td>
<td>City Pair</td>
<td>City Pair</td>
</tr>
<tr>
<td></td>
<td>Jitter (one way)</td>
<td>&lt;10 ms</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Rest of World</td>
<td>Average Packet Delivery</td>
<td>99.90%</td>
<td>99.80%</td>
<td>99.50%</td>
</tr>
<tr>
<td></td>
<td>Average Two Way Latency</td>
<td>City Pair</td>
<td>City Pair</td>
<td>City Pair</td>
</tr>
<tr>
<td></td>
<td>Jitter (one way)</td>
<td>Regional</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

*The PoP to PoP service levels are based on monthly average performance between nodes on Level 3’s network.

Appendix 1 to this Service Schedule sets forth the “City Pair” Average Round Trip Latency. Appendix 1 is available upon request. For city pairs that are not listed in Appendix 1: the following regional metrics apply per Table B.

Table B: Regional Latency

<table>
<thead>
<tr>
<th>Description</th>
<th>Average Roundtrip Latency (milliseconds)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trans-Atlantic (London/Amsterdam – New York)</td>
<td>≤ 95 ms</td>
</tr>
<tr>
<td>Intra—United Kingdom</td>
<td>≤ 25 ms</td>
</tr>
<tr>
<td>European network</td>
<td>≤ 45 ms</td>
</tr>
<tr>
<td>North American Network *</td>
<td>≤ 65 ms</td>
</tr>
<tr>
<td>Pacific (Tokyo – Sacramento, CA)</td>
<td>≤ 150 ms</td>
</tr>
<tr>
<td>Sydney – US West (Sacramento, CA)</td>
<td>≤ 270 ms</td>
</tr>
<tr>
<td>Sydney – Asia (Tokyo)</td>
<td>≤ 200 ms</td>
</tr>
<tr>
<td>Asia – US West (Sacramento, CA)</td>
<td>≤ 210 ms</td>
</tr>
<tr>
<td>South America (Buenos Aires, Sao Paolo, Panama City, Santiago, and Miami)</td>
<td>≤ 170 ms</td>
</tr>
<tr>
<td>Intra–Asia **</td>
<td>≤ 140 ms</td>
</tr>
<tr>
<td>Intra–India (Tier I PoPs)**</td>
<td>≤ 70 ms</td>
</tr>
<tr>
<td>Intra–India (Tier II PoPs)</td>
<td>≤ 150 ms</td>
</tr>
<tr>
<td>Hong Kong – India (Tier I PoPs)</td>
<td>≤ 140 ms</td>
</tr>
<tr>
<td>London – India (Tier I PoPs)</td>
<td>≤ 190 ms</td>
</tr>
<tr>
<td>New York – South Africa</td>
<td>≤ 295 ms</td>
</tr>
<tr>
<td>London – South Africa</td>
<td>≤ 230 ms</td>
</tr>
<tr>
<td>Intra–South Africa</td>
<td>≤ 80 ms</td>
</tr>
</tbody>
</table>

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LEVEL 3® ETHERNET PRIVATE LINE SERVICE, ETHERNET VIRTUAL PRIVATE LINE SERVICE, ETHERNET LINE AND ETHERNET ACCESS SERVICE (LEASE)  
SERVICE SCHEDULE

* Add 90ms from/to the Mexico PoP  
** 'Intra-Asia' is defined as: Hong Kong, Kuala Lumpur, Manila, Jakarta, Taipei, Tokyo, Seoul and Singapore; excluding Australia  
*** India Tier 1 Cities are: Delhi, Mumbai, Chennai, Bangalore, Hyderabad, Gurgaon, Pune and Cochin, all others are Tier 2

Table C sets out the service credits available to Customer in connection with the Data Delivery, Latency and Jitter Service Levels. The credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges and similar additional charges. In no event will the credits in any calendar month exceed 100% of the total MRCs (excluding local access) of the affected Service. All approved credits for a given month will be totaled and applied to Customer’s next following invoice for the Service or as promptly thereafter as is practical in the event of a dispute. Credits must be requested within 30 calendar days of the end of the month in which entitlement to credit arose.

<table>
<thead>
<tr>
<th>Monthly Service Parameter</th>
<th>Service Level Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data Delivery</td>
<td>10%</td>
</tr>
<tr>
<td>Latency</td>
<td>10%</td>
</tr>
<tr>
<td>Jitter</td>
<td>10%</td>
</tr>
</tbody>
</table>

§. Reserved.
LEVEL 3® ENTERPRISE VOICE TDM BASED SERVICES
SERVICE SCHEDULE

1. Applicability. This Service Schedule applies only to Level 3's TDM-based provision of Enterprise Voice Local Service, Voice T1, Dedicated and Switched Long Distance and International Toll-Free and Universal Toll Free Services ("Enterprise TDM Voice Services" or "Services") and incorporates the terms of the Master Service Agreement (the "Contract") under which Level 3 Communications, LLC ("Level 3" or "Contractor") provides Services to the County of Orange ("County" or "Customer"). This Service may be referred to as ISDN PRI, ISDN BRI, Digital Trunk, Business Line, Centrex, PIC LD, Enterprise Voice Long Distance, Voice T1, Enterprise Voice Outbound, Enterprise Voice Toll Free, International Freephone Number (IFN), and Universal International Freephone Number (UIFN), on quotes, Service Orders and invoicing documentation. Capitalized terms used but not defined herein shall have the meaning set forth in the Contract.

2. Service Description. The Enterprise TDM Voice Services below are TDM-based and provide, as relevant, Public Switched Telephone Network ("PSTN") connectivity, outbound (1+) access to U.S. (interstate and intrastate) and international locations, inbound (BXX) Service, and international toll free calling. The basic offerings, where available, are:

- Local Service: Customer access to the PSTN for the placing and/or receiving of local (including 911) and intraLATA calls. Service may be delivered via Business Line, Centrex Services, Primary Rate Interface ("PRI") or T1 Circuit. Dedicated Long Distance: Customer accesses Level 3's long distance network for outbound and toll free services via a dedicated access line used either exclusively for long distance or shared with Level 3 Local ServiceSwitched Long Distance: Customer accesses Level 3's long distance network via local access facilities not provided by Level 3
- Toll Free, International Toll Free Service ("ITFS" or "IFN and "UIFN") provides access, transport and termination of voice traffic over Level 3’s network. ITFS calls may originate from countries where Level 3 offers service.
- A BTN is the billing telephone number of the circuit that is the origination point of a call. A CPN is the actual telephone number of the origination point of a call. More than one CPN may have the same, single BTN.

3. Applications and Configurations.

Enterprise TDM Voice Services may be used as local and long distance voice access services to serve single or multi-station enterprise premises telephony equipment, such as phone sets, key systems and PBXs. Services are available only to single, distinct enterprises who will utilize the service for customary, normal, and reasonable business use. Notwithstanding anything to the contrary in the Contract, Customer may not resell or incorporate these Services into services it sells to third parties.

a. Dedicated Access: T1, DS3, OC-n. Multiple configurations are supported: DOD, DID, channelized Diod and standard DiOD, customized to meet Customer's application needs.

b. PRI. PRI Circuit configuration is ISDN, twenty-three (23) B channels for transport and one (1) D channel for signaling. Channelized DiOD service is not available with PRI service.

4. Rates and Charges.

Rates and charges for the Service ("Rates") will be set out either (i) in a rate schedule provided in conjunction with or as part of Service Order for the Service. If Customer is not provided a rate for a particular location and customer originates and/or terminates calls to that location, Customer will be billed Level 3's standard usage rate as outlined in a Service Order for those calls. Notwithstanding anything to the contrary in the Contract, billing and Commitment Term for the Services will commence upon the earlier of the Connection Notice or Customer's use of such Service. For clarity, if Customer uses the Services prior to the Connection Notice, Customer will be billed and shall pay for billable usage and the full quantity of associated utilized MRC-based Services.

Notwithstanding anything to the contrary herein or elsewhere in this Attachment C, including but not limited to, any of the attached Service Schedules, all rates, fees, Tariffs, charges, costs, expenses, compensation, pricing terms, and other monetary payments or obligations in this Attachment C, are subject to, limited by, and shall not exceed the Contract Not to Exceed Limit set forth in Attachment B (Cost Compensation) of the Contract.

Unless otherwise stated in a Service Order (and as may be changed by Level 3 via a Rate Change Notice as set forth below – a Rate Change Notice is a notice changing rates or other charges as set forth in a Service Order which may be provided as a bill insert message with Customer's invoice or other written notification, including an email address as set forth in the Contract), the following minimum call durations will be billed in the billing increments that follow;

<table>
<thead>
<tr>
<th>Type of Service</th>
<th>Minimum Call Duration (Call Minimum) in seconds</th>
<th>Billing Increments in seconds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Domestic Outbound LD</td>
<td>18</td>
<td>6</td>
</tr>
<tr>
<td>International Outbound (except Mexico)</td>
<td>30</td>
<td>6</td>
</tr>
<tr>
<td>Mexico Outbound</td>
<td>60</td>
<td>60</td>
</tr>
<tr>
<td>Domestic and International Toll Free</td>
<td>30</td>
<td>6</td>
</tr>
</tbody>
</table>
LEVEL 3\textsuperscript{rd} ENTERPRISE VOICE TDM BASED SERVICES
SERVICE SCHEDULE

Local calls may be billed as local unlimited calling, local measured rate (per minute), or local per call usage rate, as outlined in a Service Order. Where billed as local measured rate, the minimum call duration is 60 seconds and the billing increment thereafter is 60 seconds. Flat, measured and message rated local usage is only available in limited markets.

Service usage charges are based on actual usage of Service and begin when the called party answers, as determined by answer supervision, and end when either party disconnects the call.

In addition to such minimum commitments as stated herein or in the Contract, the Enterprise TDM Voice Services may be subject to a minimum commitment(s) (also called Minimum Usage Guarantees or MUG) which will be set forth in the Service Order(s). For such Service(s) with a minimum commitment ("Committed Service"), commencing on the first full billing cycle following the Ramp Period (defined herein) for such Committed Service and continuing through the longer of (i) the Commitment Term or (ii) as long as Customer continues to receive such Committed Service, Customer commits each month to use the Committed Services to amount to no less than the minimum commitment or MUG in monthly invoiced Aggregate VRC Charges (the "Revenue Commitment"). "Aggregate VRC Charges" shall mean the charges on an invoice for the monthly recurring charges and usage charges for the Committed Service. The Revenue Commitment is a take-or-pay commitment. Customer shall pay the higher of (i) Customer's actual invoiced Aggregate VRC Charges or (ii) the Revenue Commitment. Customer is obligated for 100% of the Revenue Commitment and is not responsible for any separate cancellation charges for Committed Service but shall be responsible for any separate cancellation or early termination charges for local access services. For purposes herein, the "Ramp Period" shall mean the period commencing on the Service Commencement Date herein and expiring on the date of the second Level 3 Invoice for which the Service is billed. The Service Commencement Date is the date the Service is installed, at which time billing will commence. The foregoing Minimum Usage Guarantees will not apply to Enterprise TDM Voice Services provided to Customer unless specifically set forth in a Service Order.

5. Surcharges. Subject to and limited by the Contract Not to Exceed Limit set forth in Attachment B (Cost Compensation) of the Contract, Customer agrees to pay the following surcharges, where applicable, in connection with Enterprise TDM Voice Services:

a. Short Duration Call Surcharge. If for any reason (i) the average call duration for Customer's use of Long Distance Service is less than 30 seconds or (ii) the average call duration for Customer's use of Toll Free Service, IFN or UIFN Service is less than 90 seconds, in either case when measured across a billing cycle month, then an additional charge, shall be applied to all calls using the applicable Service type on the applicable Customer billing account in that billing cycle month. For the purpose of this provision, average call duration shall be calculated by dividing the aggregate duration of all calls using the applicable Service type (applied to a specific Customer account number) in a billing cycle month by the total number of calls of that type in that billing cycle month for that account.

b. PIC Long Distance Service:

i. Unauthorized PIC Change. An Unauthorized Carrier Change Charge, as outlined in a Service Order, may be applied to each PIC change made without prior valid authorization. Repeated unauthorized PIC change requests by Customer may result in discontinuance of Enterprise Voice Long Distance Services by Level 3.

ii. PIC Change Charge. Level 3 may elect to assess Customer a PIC Change Charge, as outlined in a Service Order, if an end user's ANI is PIC'd from one IXC to another.

iii. Carrier Line Charge or Primary Interexchange Carrier Charge ("PICC"). Level 3 may assess Customer a carrier line charge for lines PIC'd to Level 3, as outlined in a Service Order..


a. Third Party Charges. Customer understands that the charges (including Ancillary Charges) applying to the Services are reflective of the charges levied on Level 3 by third party providers ("Third Party Charges") who terminate calls to numbers on networks owned and/or operated by those and other third party providers, and that those Third Party Charges may be subject to change during the term for which the Services are to be provided by Level 3 to Customer. Level 3 reserves the right, upon 30 calendar days' advanced Rate Change Notice, to increase the rates for specific call destinations and/or to change Ancillary Charges or Surcharges based on changes to Third Party Charges.

b. Rate Change Notices. Level 3 shall send to Customer a notice changing rates or other charges as set forth in a Service Order which may be provided as a bill insert message with Customer's invoice or other written notification, including to an e-mail address as set forth herein (a "Rate Change Notice"). Customer's e-mail address for purposes of Rate Change Notices hereunder is: ely.enriquez@ocit.oc.gov.com. The rates or changes set forth in such Rate Change Notifications shall take effect as stated therein but no sooner than as otherwise provided in this Service Schedule. Notwithstanding anything to the contrary herein or elsewhere in this Attachment C, including but not limited to, any of the attached Service Schedules, all rates, fees, Tariffs, charges, costs, expenses, compensation, pricing terms, and other monetary payments or obligations in this Attachment C, are subject to, limited by, and shall not exceed the Contract Not to Exceed Limit set forth in Attachment B (Cost Compensation) of the Contract.

c. Limited Termination Right Related to Rate Changes. On receipt of Rate Change Notice under Section 6 (a) or (b), Customer may elect to terminate the Service without obligation other than to pay (i) all charges already incurred in respect of the Service up to the effective date of such termination (including as adjusted via Rate Change Notice) and (ii) any third party early termination charges incurred by Level 3 in terminating any local access circuits provided to the Customer as part of the Service which are terminated under this Section.
LEVEL 3G ENTERPRISE VOICE TDM BASED SERVICES
SERVICE SCHEDULE

Notwithstanding anything to the contrary in this Attachment C, including but not limited to, any of the attached Service Schedules, nothing herein shall in any way limit the County’s termination rights under Contract Article K (Termination) including, but not limited to, the right to terminate without cause Services, products, circuits, and/or any portion of the foregoing.

d. Charges for IFN and UIFN service will be set out in a Service Order. If Customer redirects calls to a destination that is outside the continental United States, Hawaii and Canada, then the outbound portion of all such calls will incur charges at the rate(s) identified for international termination as set out in the Customer’s Rate Plan.

e. Traffic Rating. Voice usage rating is based on the origination and termination point of the traffic. Termination is based on geographic location using the specific rate center(s) of the called party’s NPA/NXX. To determine originating call jurisdiction, Level 3 will utilize different methods depending on T1 or PRI service. Customer may not, in any case, send outbound (end user/Customer to PSTN) traffic over a Level 3 circuit that did not originate from a Level 3 phone number specific to the rate center in which the Circuit is located.

T1: The origination point of the call is based on the BTN.

PRI: Level 3 shall use Customer-delivered Calling Party Number (“CPN”) as the origination point of the call. Delivery of valid CPN to Level 3 is a material obligation of Customer. Customer warrants and represents that the Level 3 telephone numbers provided for each specific Circuit represent the originating locations (or the local calling area from which Customer is purchasing a Foreign Exchange (FX) product). The termination point of the call is the destination number, and all traffic not destined for the Customer’s pre-selected IXC or dedicated special access facility shall terminate in the same local calling area as Customer’s service address or at a modem data service located in the same local calling area. Level 3 reserves the right to charge the highest applicable rates in the local call plan for any local calls and in the long distance call plan for any long distance calls that originate from non-Level 3 or unknown numbers (not 10 digits or not in the LERG). If a long distance call plan is not associated with Customer’s service, Level 3 will add the current long distance rate plan to Customer’s service to charge for these calls; in addition, Level 3 retains the right to terminate the Service if Customer delivers traffic to Level 3 without a valid CPN or Level 3 otherwise deems Customer’s traffic as having circumscribed access charges. A valid CPN is the calling party’s Level 3 assigned ten (10) digit telephone number within the North American Numbering Plan, excluding special-purpose phone numbers, such as 8XX, 950, 555 and N11.

In the event any third party requires an audit of Level 3’s minutes of traffic at the Customer’s request, Customer will cooperate with such audit, at an expense to be responsibility of the Customer. Customer shall grant Level 3 or such third party access to CDRs and other necessary information reasonably available solely for the purpose of verifying Customer’s minutes of traffic.

7. Scope. Level 3 is authorized to act as Customer’s agent in placing orders with other carriers in order to provide telecommunications services, if requested by Customer.


a. No Resale. Notwithstanding anything to the contrary in the Contract, the Service is a retail only service and resale of the Service in any form is strictly prohibited. This provision may only be changed by amendment to this Service Schedule executed by authorized parties for Level 3 and Level 3, no less formal consent will be binding.

b. No Non-Conforming Use. The Service may not be used by Customer to provide voice content related services such as chat lines. The Service may not be used for or in connection with auto dialer applications, predictive dialers, calls to premium rate online services, broadcast fax transmissions, or other application that generates more than ten (10) calls per second. Except as set forth in section c below, the Service may not be in connection with call center applications and Customer shall not use least cost routing (LCR) in conjunction with the Service. Any use of the Service in violation of this Section or Section 9 below is a “Non-Conforming Use”. In the event Customer uses Services for a Non-Conforming Use, Customer shall be liable for the difference between the rates for conforming use and the higher rates which Level 3 would have applied for Non-Conforming Use. In addition, if in Level 3’s reasonable judgment (i) Customer’s usage disproportionately terminates to and/or originates in high cost areas or international cell phones or (ii) Customer is using the Service for Non-Conforming Uses, Level 3 may, at its option, provide Customer with 3 business days’ notice during the week and 2 business days’ notice during a weekend to modify traffic to correct its usage and if Customer fails to modify its traffic or correct usage as requested by Level 3 within the time period provided above, Level 3 reserves the right to immediately suspend service or immediately terminate the Services. Customer shall remain liable for all usage charges incurred prior to such termination and also for any commitments through the end of the Commitment Term on the Service Order.

To provide notice under this Section, Level 3 will notify Customer’s central help desk and open a Priority 1 service ticket so that Customer and its authorized representatives will be notified that a potential Non-Conforming Use may be occurring. Level 3 and Customer will convene a call as soon as practical to come to a resolution on how to resolve the problem based on a Non-Conforming Use. Within the time period provided, Customer will provide a written notification to Level 3 on Customer’s direction to resolve the escalation, and address the Non-Conforming Use, which may include, but not be limited to, Level 3 being instructed to block or limit the traffic or Non-Conforming Use or to allow Level 3 to modify rates to the Customer after the notice period provided above because the Customer must support the usage pattern that is driving high costs to Level 3. Notwithstanding the foregoing, Level 3 may take immediate action if Level 3 reasonably believes that the Non-Conforming Use may be fraud or unauthorized call patterns that may result in unnecessary charges to Customer and will notify Customer within 2 hours of taking action.
LEVEL 3RD ENTERPRISE VOICE TDM BASED SERVICES
SERVICE SCHEDULE

c. Customer may use the Service for call center applications or may use least cost routing only with Level 3's express signed written consent (which may be granted in Level 3's sole discretion). If Customer seeks to use the Service in connection with call center operations, Customer must provide Level 3 with detailed traffic forecasts and will discuss location-specific constraints relating to the Service.

9. Traffic Integrity. Customer shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to Customer (including but not limited to making TDM originated traffic appear to be IP originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party. Upon Level 3's request, Customer shall certify in writing its continued compliance with this Section.

10. Fraudulent Calls and Unsupported Calls. Customer shall be responsible for paying Level 3 for all charges for Service, even if incurred as a result of fraudulent or unauthorized use. Level 3 may, without liability, take immediate action to prevent calls which are are not supported by the Service, which may harm Level 3's network, or are fraudulent or suspected to be fraudulent, including without limitation, by denying Service to particular Automatic Number Identifiers (ANIs) or terminating Service to or from specific locations. In the event Customer discovers or reasonably believes fraudulent calls being made, Customer shall notify Level 3 as soon as possible at 1-800-348-5457. Notwithstanding anything to the contrary herein or elsewhere in this Attachment C, including but not limited to, any of the attached Service Schedules, all rates, fees, Tariffs, charges, costs, expenses, compensation, pricing terms, and other monetary payments or obligations in this Attachment C, are subject to, limited by, and shall not exceed the Contract Not to Exceed Limit set forth in Attachment B (Cost Compensation) of the Contract.

11. Service Levels. The following Service Levels apply only to Customers who are end-users of Services.

a. Availability Service Level. The Availability Service Level for this Service is 99.9% per month. Service is considered "unavailable" if it is unable to make or receive calls for reasons other than an Excused Outage. Excused Outage means scheduled maintenance and force majeure events as described in Section T of the Contract. An unavailability event is measured from the time Customer opens a trouble ticket with Level 3 until the affected Service is restored. In the event that Service is unavailable, Customer will be entitled to a service credit off of the Monthly Recurring Charge ("MRC") for the affected Service based on the cumulative unavailability of the affected Service in a given calendar month as set forth in the following table:

<table>
<thead>
<tr>
<th>Cumulative Unavailability (in hrs:mins:secs)</th>
<th>Service Level Credit (% of MRC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>00:00:01 - 00:43:00</td>
<td>0%</td>
</tr>
<tr>
<td>00:43:01 - 02:00:00</td>
<td>5%</td>
</tr>
<tr>
<td>02:00:01 - 04:00:00</td>
<td>15%</td>
</tr>
<tr>
<td>04:00:01 +</td>
<td>25%</td>
</tr>
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</table>

b. Limitation. The Service Levels stated herein do not apply to any Services which originate or terminate outside of the United States. Customer will be entitled to receive credits on only one Service Level in any calendar month (even if Level 3 fails to meet more than one such Service Level). Customer will elect which Service Level it seeks to exercise when its claim for credits is made to Level 3.

c. Reserved.

12. Local Access Provided by Level 3. Level 3 provides local access circuits (via third party providers) only for Customer's use in connection with this Service. Where Customer's usage of local access circuits provided by Level 3 in connection with this Service falls below the minimum usage level set out below in two consecutive monthly billing cycles, then, notwithstanding any pricing otherwise agreed with Customer, Customer agrees to pay the additional charge(s) set out below in addition to any other charges payable in respect of the Service. The table below is specific to Level 3 Dedicated Access Line ("DAL") Service and will not apply to SIP Services if DAL Service is not mutually agreed to in a Service Order. DAL is a type of service often used by large companies which have a direct telephone line (trunk) going to the long-distance company's "Point of Presence" ("POP"), thereby bypassing the local telephone company and reducing the cost per minute. Often referred to as "T-1" service. The following Minimum Usage Levels will not apply to SIP Services provided to Customer unless specifically set forth in a Service Order.

<table>
<thead>
<tr>
<th>Local Access Circuit Type</th>
<th>Minimum Usage Level</th>
<th>Additional Monthly Charge</th>
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</thead>
<tbody>
<tr>
<td>T-1</td>
<td>30,000 minutes per month</td>
<td>$300</td>
</tr>
<tr>
<td>E-1</td>
<td>30,000 minutes per month</td>
<td>$375</td>
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<tr>
<td>DS-3</td>
<td>500,000 minutes per month</td>
<td>$8,500</td>
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</table>

If Level 3 notifies Customer of an additional charge pursuant to this section 12, Customer may, by written notice, elect to terminate the applicable local access circuit, provided that if Customer elects to so terminate a local access circuit within the Service Term for
LEVEL 3\textsuperscript{rd} ENTERPRISE VOICE TDM BASED SERVICES
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which it was initially ordered, Customer agrees to reimburse Level 3 for any early termination fees levied on Level 3 by the third party provider of that local access circuit. Notwithstanding anything to the contrary in this Attachment C, including but not limited to, any of the attached Service Schedules, nothing herein shall in any way limit the County's termination rights under Contract Article K (Termination) including, but not limited to, the right to terminate without cause Services, products, circuits, and/or any portion of the foregoing.


a. T1 or PRI For all Circuits, Customer must have a digital PBX (or equivalent) with the appropriate interface card to support either PRI or T1.

b. DS-3 Muxing Equipment. If DS-1 handoff is required, Customer is responsible for providing appropriate and necessary space and power for the muxing equipment.


14.1 Local Service.

a. Level 3 will provide 911 Services for all Local Services, meaning functionality that allows callers to contact emergency services. 911 Services include enhanced 911 Services, which have the ability to route an emergency call to the Public Safety Answering Point ("PSAP") assigned to the caller's location and to provide a telephone number and address relevant to the caller (subject to this section and Customer's obligations herein). Where enabled on the Level 3 network, Level 3 will provide the PSAP with the CPN and the address location information for that CPN as provided by Customer to Level 3 and as loaded by Level 3 into the Private Switch/Automatic Location Information (PS/ALI) database. If no specific address location information is provided to Level 3 by Customer in accordance with the foregoing, Level 3 will provide the PSAP with the CPN and the address location information of the BTN for that CPN. Where the ability to provide CPN and CPN address information to PSAPs is not enabled on the Level 3 network, Level 3 will assume that the Customer will have a single BTN service location/circuit (for the BTN and all of its CPNs), and Level 3 will register that single service location in the PS/ALI database for that BTN. Level 3 will pass the respective BTN to the PSAP where 911 is dialed, and the PSAP operator will reference the physical address associated with the BTN for all of its CPNs. If in this later case Customer requires specific address location information on a CPN basis, Customer must procure such functionality through a third party enhanced 911 provider and Customer (or such enhanced 911 provider on behalf of Customer) must provide the specific address location information to ensure the accuracy of PS/ALI database. In all cases, delivery of a valid CPN to Level 3 from Customer is required. As Level 3 enables additional functionality on its network, Level 3 may modify the Service related to whether a BTN or CPN is used and will provide Customer 90 days' advanced written notice of such change.

b. Level 3 strongly advises that Customer does not allow any number to become active unless the PS/ALI and PSAP database updates for each number have been completed. Customer understands that this interval may be significant. If Customer provides its End Users any active number prior to confirming that the relevant E911 database updates have been completed for that number, Customer acknowledges the calls may not be properly completed and/or incorrect information may be sent regarding end user location. Level 3 is not responsible for any loss, costs, claims or damages resulting from Customer allowing its End Users to use a number prior to confirming that the relevant E911 database updates have occurred.

c. It is the Customer's responsibility to understand the state laws that pertain to Customer in regards to E911 requirements and compliance obligations, Level 3 specifically disclaims any such obligation.

d. Upon discontinuance of Service, Customer shall be responsible for releasing telephone numbers from the PS/ALI and PSAP databases.

14.2 Toll Free, IFN and UIFN Service.

a. Change of Responsible Organization. Unless otherwise provided for herein, Level 3 is the Responsible Organization for Toll Free Numbers. A Responsible Organization is a company which maintains the registration for individual toll-free telephone numbers in the distributed Service Management System/800 database (their function in North American telephony is analogous to that of an individual registrar in the Internet's Domain Name System). Customer represents and warrants that it has all necessary rights and authority necessary for any change in Responsible Organization, will provide copies of letters of authority authorizing the same upon request (and in the format requested by Level 3) and Customer is responsible for claims brought directly against the County by third parties based on or arising out of any changes initiated by Customer. Porting by Customer of Toll Free Numbers pursuant to this Section shall not relieve Customer of its obligations under the Toll Free Revenue Commitment (if any). For sake of clarity, nothing herein obligates the Customer to defend or indemnify Level 3. Level 3 has the right to bring a claim against the Customer for any breach of its obligations hereunder.

b. Level 3 does not guarantee the availability of any requested Toll Free, IFN or UIFN Toll Free number and is not bound by any verbal confirmation to Customer of Toll Free number availability. Customer may not reserve or activate such a Toll Free number for the purpose of selling, brokering, or releasing the Toll Free number to another person for any fee or other consideration. Level 3 may, without liability, block any Toll Free number having usage surges or heavy traffic loads that are atypical. If, upon termination of Service, Customer does not submit a written request for the appointment of a new Carrier for its Toll Free number(s) within thirty (30) days of such termination, then the number(s) will be returned to the independent administrative agency for reassignment. If at the time of cancellation...

LEVEL 3\textsuperscript{\textdegree} ENTERPRISE VOICE TDM BASED SERVICES
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or termination of Toll Free services, Customer owes an outstanding balance (30 days or more) to the Responsible Organization on its Level 3 account, then Customer's Toll Free number(s) shall not be released to another long distance carrier or Responsible Organization.

c. Customer agrees that if a US Toll Free number has multiple carrier routing or SMS Emergency Reroute whereby the traffic is split between Level 3 and another Carrier, Level 3 will receive a minimum of 20\% of the traffic for that Toll Free number each month or Customer will be assessed a make-up-to minimum charge equal to the difference between 20\% of the total traffic for the Toll Free number expressed in US Dollars and the amount that Level 3 received. If Customer overflows or re-routes a dedicated Toll Free call to a switched telephone number for termination, switched voice rates will apply to such call.

d. Customer acknowledges that (i) IFN or UIFN Toll Free / Freephone numbers may be owned by the in-country PTT and not the Customer or Level 3, (ii) that the supply of numbers by a PTT or regulatory authority may be conditional upon Customer furnishing information, letters or other documentation and (iii) that the PTT may deny the granting of a specific number and/or discontinue service related to a specific number if they do not approve of the manner or purpose for which it is used. If Customer wishes to transfer service in respect of such Toll Free/Freephone numbers provided by Level 3 to another carrier and the applicable PTT or other regulatory authority supports portability of the applicable numbers, Customer should not cancel service with Level 3 until Customer's new carrier confirms that service has been transferred to avoid disruption of service.
ATTACHMENT D

COUNTY OF ORANGE CIRCUIT LIST

(See attachment titled, "County of Orange Circuit List")
## County of Orange Circuit List

<table>
<thead>
<tr>
<th>A</th>
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Attachment A

Page 52 of 59


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<th>B</th>
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<tr>
<td>Attachment A</td>
<td>Page 53 of 59</td>
<td>County of Orange Circuit List</td>
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## County of Orange Circuit List

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**Total Monthly MRC:** $345,354.86

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| 554 | Transferred Services |
| 555 | Moving off County of Orange |
| 556 | Changes: pending upgrades |
| 557 | Pending Disconnects |
| 558 | New |
| 559 | Future Disconnects |
AMENDMENT NO. 15
TO
CONTRACT NO. MA-017-16010665
BETWEEN
THE COUNTY OF ORANGE
AND
LEVEL 3 COMMUNICATIONS, LLC
FOR
WIDE AREA NETWORK TRANSPORT SERVICES

This Amendment No. 15 to Contract MA-017-16010665 (formerly MA-017-16010655, formerly MA-017-1011150, formerly N1000008297) ("Contract"), is made and entered into by the County of Orange ("County"), a political subdivision of the State of California, acting through the County Executive Office/Orange County Information Technology ("OCIT") and Level 3 Communications, LLC ("Contractor"), with a place of business at 1025 Eldorado Blvd., Broomfield, CO 80021-8869. County and Contractor may be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, Time Warner Telecom Holdings, Inc. responded to a Request for Proposals for Wide Area Network Transport Services and represented that its proposed services shall meet or exceed the requirements and specifications of the Contract; and

WHEREAS, on November 14, 2006, County and Time Warner Telecom Holdings, Inc. executed Contract N1000008297 for Wide Area Network ("WAN") Transport Services for a three (3)-year period effective November 14, 2006 through November 13, 2009, for a total amount not to exceed $1,440,000.00; and

WHEREAS, on May 1, 2007, County and Time Warner Telecom Holdings, Inc. executed Amendment No. 1 to Contract N1000008297 to amend Attachment A - Scope of Work; and

WHEREAS, on July 1, 2008, Time Warner Telecom Holdings, Inc. changed its name to TW Telecom Holdings, Inc. ("TW Telecom"); and

WHEREAS, on November 10, 2009, County and TW Telecom executed Amendment No. 2 to the Contract (as MA-017-1001150) to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2010 for an additional amount not to exceed $418,800.48; and

WHEREAS, on August 31, 2010, County and TW Telecom executed Amendment No. 3 to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2011, for an additional amount not to exceed $403,752.00; and

WHEREAS, on June 7, 2011, County and TW Telecom executed Amendment No. 4 to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2012; and

WHEREAS, on September 8, 2011, County and TW Telecom executed Amendment No. 5 to amend Attachment B - Cost/Compensation and increase internet bandwidth from 200 Mbps to 300 Mbps, thereby increasing the not to exceed amount by $32,305.00 for the period September 1, 2011 through November 13, 2012; and
WHEREAS, on October 4, 2011, County and TW Telecom executed Amendment No. 6 to amend Attachment B - Cost/Compensation and update the data circuit at the Solano Disaster Recovery (DR) Site, thereby increasing the not to exceed amount by $71,957.20 for the period November 1, 2011 through November 13; and

WHEREAS, on October 30, 2012, County and TW Telecom executed Amendment No. 7 to amend Attachment B - Cost/Compensation and extend the term of the Contract for the one (1)-year period November 14, 2012 through November 13, 2013, for an additional amount not to exceed $457,728.00; and

WHEREAS, on December 19, 2012, County and TW Telecom executed Amendment No. 8 to amend Attachment B - Cost/Compensation and increase internet bandwidth from 300Mbps to 350Mbps, thereby increasing the not to exceed amount by $11,748.00 for the period November 14, 2012 through November 13, 2013; and

WHEREAS, on November 5, 2013, County and TW Telecom executed Amendment No. 9 to amend Attachment B - Cost/Compensation, amend the Termination provisions of the Contract, and extend the term of the Contract for one (1) year, through November 13, 2014, for an additional amount not to exceed $422,400.00; and

WHEREAS, on January 10, 2014, County and TW Telecom executed Amendment No. 10 to amend Attachment B - Cost/Compensation and modify the Internet Circuit from Dedicated Internet to Burstable Internet, thereby increasing the not to exceed amount by $42,000.00 for the period November 14, 2013 through November 13, 2014; and

WHEREAS, on October 28, 2014, County and TW Telecom executed Amendment No. 11 to amend Attachment A to remove Internet Services from the Scope of Work, amend Attachment B - Cost/Compensation, and extend the term of the Contract for one (1) year, through November 13, 2015, for an additional amount not to exceed $392,001.00; and

WHEREAS, Level 3 Communications, LLC acquired TW Telecom and executed an Assumption and Consent Agreement with the County on June 16, 2015 to assume the Contract, including all of the terms, covenants, conditions, duties, obligations and liabilities in, to and under the Contract; and

WHEREAS, on October 27, 2015, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to a) execute Amendment No. 12 to extend the term of the Contract for nineteen (19) months, through June 13, 2017, in an amount not to exceed $543,039.57; b) execute amendments to add or delete the number of circuits necessary for County business, for an additional amount not to exceed ten percent (10%) of the Contract amount for the extension period; and c) execute amendments to increase the Contract amount for any changes to the estimated applicable taxes, in an amount not to exceed ten percent (10%) of the Contract amount for the extension period; and

WHEREAS, on May 23, 2017, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to execute Amendment No. 13 to extend the term of the Contract for an additional one (1)-year term effective June 14, 2017 through June 13, 2018, for an additional amount not to exceed $209,660.80, for a revised cumulative contract amount of $4,793,627.71; and

WHEREAS, on August 16, 2017, County and Contractor executed Amendment No. 14 to revise the site address for Public Defender Circuits in Attachment A titled, “Scope of Work for Wide Area Network Transport Services”; and
WHEREAS, the Parties now desire to amend the Contract to amend Attachment B – Cost/Compensation and extend the term of the Contract for an additional one (1)-year term effective June 14, 2018 through June 13, 2019.

NOW THEREFORE, the Parties mutually agree as follows:

1. The term of the Contract is extended for an additional one (1)-year term effective June 14, 2018 through June 13, 2019, unless otherwise terminated by County.

2. The total contract amount for the period June 14, 2018 through June 13, 2019 shall not exceed $2,039,664.00.

3. In Attachment B titled, “Cost/Compensation for Contract Services” is hereby deleted and replaced in its entirety with revised Attachment B, attached hereto and incorporated herein by reference.

4. Except as amended herein, all terms and conditions contained in the Contract and its amendments shall remain in full force and effect as amended herein and are incorporated by this reference as if fully set forth herein.

[Remainder of Page Intentionally Left Blank]
SIGNATURE PAGE

AMENDMENT NO. 15
TO
CONTRACT NO. MA-017-16010665 (FORMERLY MA-017-16010655)

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 15 on the dates shown opposite their respective signatures below:

LEVEL 3 COMMUNICATIONS, LLC:

Print Name: Leslie A. Tabb
Title: Vice President, Deputy General Counsel
Signature: [Signature]
Date: 5/8/18

*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE, a political subdivision of the State of California

Print Name: Ely Enriquez
Title: Deputy Purchasing Agent
Signature: [Signature]
Date: 6/12/2018

APPROVED AS TO FORM, County Counsel, County of Orange, California

Print Name: Catherine Seidfeld
Title: Deputy County Counsel
Signature: [Signature] For Brittany McLean
Date: 5/19/18
CERTIFICATE OF THE ASSISTANT SECRETARY OF LEVEL 3 COMMUNICATIONS, LLC

The undersigned, Joan E. Randazzo, Assistant Secretary, hereby certifies as of the date hereof that:

1. That I am Assistant Secretary of Level 3 Communications, LLC, a Delaware Limited Liability Company (the “Company”).

2. The Company is duly organized, validly existing and in good standing under the laws of the State of Delaware.

3. That as of the date of this certificate, Leslie Tabb is employed by the Company or one of the affiliates as Vice President/Deputy General Counsel and, has the authority to execute on behalf of the Company any and all documents, as long as such action are consistent with the Corporation’s policies. This authority shall terminate on May 1, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand of the Corporation this 7th day of May, 2018.

[Signature]

Joan E. Randazzo, Assistant Secretary
Level 3 Communications, LLC
ATTACHMENT B
As revised per Amendment No. 15

COST/COMPENSATION

I. Compensation:

This is a fixed price Contract between the County and the Contractor for services as further described in this Contract, its amendments, and Attachment A (Scope of Work). The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by written amendment signed by both Parties.

II. Cost:

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OCIT Circuits Monthly Subtotal: $11,145.60

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<td>4</td>
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<td>1400 S. Grand</td>
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<td>1</td>
<td>$2,614.70</td>
</tr>
</tbody>
</table>

Public Defender Circuits Monthly Subtotal: $4,594.70

Total Monthly Subtotal: $15,740.30

Estimated Taxes, Surcharges & Fees: $1,731.43

Total Monthly Charges effective June 14, 2018 through June 13, 2019: $17,471.73

Total Not to Exceed Amount for the period June 14, 2018 through June 13, 2019: $209,660.80
III. Additional County Locations/Circuits

The County may add or delete circuits as needed during the additional Contract period June 14, 2018 through June 13, 2019. The Deputy Purchasing Agent (DPA) has the authority to issue amendments to add or delete such circuits up to a total amount not to exceed of $2,039,664.00.

IV. Fee Reductions

Contractor's failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repairs or any other disruption of service that result in an individual circuit not meeting 99.99% uptime for any sequential thirty (30) day period shall result in the following fee reductions:

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<th>Per Service Outage</th>
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</tr>
<tr>
<td>1 minute up to 4 hours</td>
<td>5% of the Monthly Recurring Charge (MRC)</td>
</tr>
<tr>
<td>4 hours up to 8 hours</td>
<td>10% of the MRC</td>
</tr>
<tr>
<td>8 hours up to 12 hours</td>
<td>15% of the MRC</td>
</tr>
<tr>
<td>12 hours up to 16 hours</td>
<td>20% of the MRC</td>
</tr>
<tr>
<td>16 hours up to 24 hours</td>
<td>35% of the MRC</td>
</tr>
<tr>
<td>24 hours or greater</td>
<td>50% of the MRC</td>
</tr>
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V. Payment Terms:

Initial Set-up: Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system by both Parties. If service does not meet the acceptance testing criteria, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, Section II, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net forty-five (45) days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices will be returned to Contractor for correction.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements. Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

VI. Billing & Invoicing Instructions:

Invoices and supporting documentation are to be sent to:
The Contractor will provide an invoice for services provided. Each invoice shall have an invoice number and include the following information:

1. Contractor’s name and address
2. Contractor’s remittance address (if different from above)
3. County Contract number: MA-017-16010665
4. Contractor’s Federal I.D. number
5. Product/Service description, quantity, prices
6. Service ID
7. Circuit ID
8. Circuit name
9. Circuit site location (where each circuit terminates)
10. Total invoice amount

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to the Contractor for correction.

[Remainder of Page Intentionally Left Blank]
AMENDMENT NO. 14
TO
CONTRACT NO. MA-017-16010665
(FORMERLY MA-017-16010655)
BETWEEN
THE COUNTY OF ORANGE
AND
LEVEL 3 COMMUNICATIONS, LLC
FOR
WIDE AREA NETWORK TRANSPORT SERVICES

This Amendment, hereinafter referred to as “Amendment No. 14”, to Contract MA-017-16010665 (formerly MA-017-16010655, formerly MA-017-1011150, formerly N1000008297), hereinafter referred to as “Contract”, is made and entered into by the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County”, acting through the County Executive Office/Orange County Information Technology (“OCIT”) and Level 3 Communications, LLC, hereinafter referred to as “Contractor”, with a place of business at 1025 Eldorado Blvd., Broomfield, CO 80021-8869, with County and Contractor sometimes individually referred as “Party”, or collectively referred to as “Parties”.

RECITALS

WHEREAS, Time Warner Telecom Holdings, Inc. responded to a Request for Proposals for Wide Area Network Transport Services and represented that its proposed services shall meet or exceed the requirements and specifications of the Contract; and

WHEREAS, on November 14, 2006, County and Time Warner Telecom Holdings, Inc. executed Contract N1000008297 for Wide Area Network (“WAN”) Transport Services for a three (3)-year period effective November 14, 2006 through November 13, 2009, for a total amount not to exceed $1,440,000.00; and

WHEREAS, on May 1, 2007, County and Time Warner Telecom Holdings, Inc. executed Amendment No. 1 to Contract N1000008297 to amend Attachment A – Scope of Work; and

WHEREAS, on July 1, 2008, Time Warner Telecom Holdings, Inc. changed its name to TW Telecom Holdings, Inc. (“TW Telecom”); and

WHEREAS, on November 10, 2009, County and TW Telecom executed Amendment No. 2 to the Contract (as MA-017-10011150) to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2010 for an additional amount not to exceed $418,800.48; and

WHEREAS, on August 31, 2010, County and TW Telecom executed Amendment No. 3 to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2011, for an additional amount not to exceed $403,752.00; and

WHEREAS, on June 7, 2011, County and TW Telecom executed Amendment No. 4 to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2012; and
WHEREAS, on September 8, 2011, County and TW Telecom executed Amendment No. 5 to amend Attachment B - Cost/Compensation and increase internet bandwidth from 200 Mbps to 300 Mbps, thereby increasing the not to exceed amount by $32,305.00 for the period September 1, 2011 through November 13, 2012; and

WHEREAS, on October 4, 2011, County and TW Telecom executed Amendment No. 6 to amend Attachment B - Cost/Compensation and update the data circuit at the Solano Disaster Recovery (DR) Site, thereby increasing the not to exceed amount by $71,957.20 for the period November 1, 2011 through November 13; and

WHEREAS, on October 30, 2012, County and TW Telecom executed Amendment No. 7 to amend Attachment B - Cost/Compensation and extend the term of the Contract for the one (1)-year period November 14, 2012 through November 13, 2013, for an additional amount not to exceed $457,728.00; and

WHEREAS, on December 19, 2012, County and TW Telecom executed Amendment No. 8 to amend Attachment B - Cost/Compensation and increase internet bandwidth from 300Mbps to 350Mbps, thereby increasing the not to exceed amount by $11,748.00 for the period November 14, 2012 through November 13, 2013; and

WHEREAS, on November 5, 2013, County and TW Telecom executed Amendment No. 9 to amend Attachment B - Cost/Compensation, amend the Termination provisions of the Contract, and extend the term of the Contract for one (1) year, through November 13, 2014, for an additional amount not to exceed $422,400.00; and

WHEREAS, on January 10, 2014, County and TW Telecom executed Amendment No. 10 to amend Attachment B – Cost/Compensation and modify the Internet Circuit from Dedicated Internet to Burstable Internet, thereby increasing the not to exceed amount by $42,000.00 for the period November 14, 2013 through November 13, 2014; and

WHEREAS, on October 28, 2014, County and TW Telecom executed Amendment No. 11 to amend Attachment A to remove Internet Services from the Scope of Work, amend Attachment B – Cost/Compensation, and extend the term of the Contract for one (1) year, through November 13, 2015, for an additional amount not to exceed $392,001.00; and

WHEREAS, Level 3 Communications, LLC acquired TW Telecom and executed an Assumption and Consent Agreement with the County on June 16, 2015 to assume the Contract, including all of the terms, covenants, conditions, duties, obligations and liabilities in, to and under the Contract; and

WHEREAS, on October 27, 2015, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to a) execute Amendment No. 12 to extend the term of the Contract for nineteen (19) months, through June 13, 2017, in an amount not to exceed $543,039.57; b) execute amendments to add or delete the number of circuits necessary for County business, for an additional amount not to exceed ten percent (10%) of the Contract amount for the extension period; and c) execute amendments to increase the Contract amount for any changes to the estimated applicable taxes, in an amount not to exceed ten percent (10%) of the Contract amount for the extension period; and

WHEREAS, on May 23, 2017, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to a) execute Amendment No. 13 to extend the term of the Contract for an additional one (1)-year term effective June 14, 2017 through June 13, 2018, for an additional amount not to exceed $209,660.80, for a revised cumulative contract amount of $4,793,627.71; and
WHEREAS, the Parties now desire to amend the Contract to revise the site address for Public Defender Circuits.

NOW THEREFORE, the Parties mutually agree as follows:

1. In Attachment A titled, “Scope of Work for Wide Area Network Transport Services”, the additional table added to the end of the Attachment as new Paragraph G titled, “Contracted Circuits”, shall be deleted in its entirety and replaced with the following.

<table>
<thead>
<tr>
<th>Item</th>
<th>Circuit Label</th>
<th>Type</th>
<th>Circuit ID</th>
<th>From Address</th>
<th>To Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>11441502</td>
<td>GigE</td>
<td>46/KFFN/101417/TWCS</td>
<td>1400 S. Grand</td>
<td>301 The City Dr. South</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>46/KFFN/101418/TWCS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>11456557</td>
<td>GigE</td>
<td>46/KFFN/101420/TWCS</td>
<td>1400 S. Grand</td>
<td>1275 Berkeley Ave.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>46/KFFN/101419/TWCS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>12145544</td>
<td>GigE</td>
<td>46/KFFN/101429/TWCS</td>
<td>1400 S. Grand</td>
<td>4601 Jamboree Rd.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>46/KFFN/101426/TWCS</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Circuit Label</th>
<th>Type</th>
<th>Circuit ID</th>
<th>From Address</th>
<th>To Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>PD</td>
<td>GigE</td>
<td>Cloud Connect for Microsoft Azure</td>
<td>Sunnyvale, CA</td>
<td>1400 S. Grand</td>
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<td>6</td>
<td>PD</td>
<td>GigE</td>
<td>Direct Internet Access</td>
<td>1400 S. Grand</td>
<td>OCPD</td>
</tr>
</tbody>
</table>

2. In Attachment B titled, “Cost/Compensation for Contract Services” is hereby deleted and replaced in its entirety with revised Attachment B, attached hereto and incorporated herein by reference.

3. Except as amended herein, all terms and conditions contained in the Contract and its amendments shall remain in full force and effect as amended herein and are incorporated by this reference as if fully set forth herein.

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SIGNATURE PAGE

AMENDMENT NO. 14
TO
CONTRACT NO. MA-017-16010665 (FORMERLY MA-017-16010655)

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 14 on the dates shown opposite their respective signatures below:

LEVEL 3 COMMUNICATIONS, LLC*:

Dwight E. Steiner  
Vice President &  
Asst. General Counsel

Print Name  
Signature  
Date

Print Name  
Signature  
Date

*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE, a political subdivision of the State of California

Ely Enriquez  
Deputy Purchasing Agent

Print Name  
Signature  
Date

Page 12 of 136
ATTACHMENT B

COST/COMPENSATION

I. Compensation:

This is a fixed price Contract between the County and the Contractor for services as further described in this Contract, its amendments, and Attachment A (Scope of Work). The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by written amendment signed by both Parties.

II. Cost:

A. Pricing Table for the Contract period June 14, 2017 through June 13, 2018:

<table>
<thead>
<tr>
<th>OCIT Circuits</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Item</td>
<td>Service ID</td>
<td>Type</td>
<td>Circuit ID</td>
<td>From Address</td>
<td>To Address</td>
<td>Qty</td>
</tr>
<tr>
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OCIT Circuits Monthly Subtotal: $11,145.60

<table>
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<tr>
<th>Public Defender Circuits</th>
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Public Defender Monthly Subtotal: $4,594.70

Total Monthly Subtotal: $15,740.30

Estimated Taxes, Surcharges & Fees: $1,731.43

Total Monthly Charges effective June 14, 2017 through June 13, 2018: $17,471.73

Total Not to Exceed Amount for the period June 14, 2017 through June 13, 2018: $209,660.80
III. Additional County Locations/Circuits

The County may add or delete circuit locations during the term of this Contract. The Contract may be amended as set forth in Paragraph “C” under the General Terms and Conditions of this Contract.

IV. Fee Reductions

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V. Payment Terms:

**Initial Set-up:** Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system by both Parties. If service does not meet the acceptance testing criteria, Contractor assumes all costs and may not seek reimbursement from County.

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Contractor shall reference Contract number on invoice. Payment will be net forty-five (45) days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices will be returned to Contractor for correction.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements. Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

VI. Billing & Invoicing Instructions:

Invoices and supporting documentation are to be sent to:
County of Orange  
OCIT/Division of Finance & Contracts  
1501 E. St. Andrew Place, Suite 200  
Santa Ana, CA 92705  
Attn: Accounts Payable  

The Contractor will provide an invoice for services provided. Each invoice shall have an invoice number and include the following information:

1. Contractor’s name and address  
2. Contractor’s remittance address (if different from above)  
3. County Contract number: MA-017-16010665  
4. Contractor’s Federal I.D. number  
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7. Circuit ID  
8. Circuit name  
9. Circuit site location (where each circuit terminates)  
10. Total invoice amount  

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to the Contractor for correction.

[Remainder of Page Intentionally Left Blank]
ASSISTANT SECRETARY'S CERTIFICATE

OF

LEVEL 3 COMMUNICATIONS, LLC

The undersigned hereby certifies: (i) that he is a duly appointed and acting Senior Vice President, Assistant General Counsel and Assistant Secretary of Level 3 Communications, LLC, a Delaware limited liability company (the "Company"); (ii) that Dwight Steiner, Vice President of Level 3 Communications, LLC, is authorized to sign documents on behalf of the Company.

IN WITNESS WHEREOF, I have executed this Certificate this 12th day of August, 2016.

[Signature]

Neil J. Eckstein
Senior Vice President,
Assistant General Counsel and
Assistant Secretary
AMENDMENT NO. 13
TO
CONTRACT NO. MA-017-16010665
(FORMERLY MA-017-16010655)
BETWEEN
THE COUNTY OF ORANGE
AND
LEVEL 3 COMMUNICATIONS, LLC
FOR
WIDE AREA NETWORK TRANSPORT SERVICES

This Amendment, hereinafter referred to as “Amendment No. 13”, to Contract MA-017-16010665 (formerly MA-017-16010655, formerly MA-017-1011150, formerly N1000008297), hereinafter referred to as “Contract”, is made and entered into by the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County”, acting through the County Executive Office/Orange County Information Technology (“OCIT”) and Level 3 Communications, LLC, hereinafter referred to as “Contractor”, with a place of business at 1025 Eldorado Blvd., Broomfield, CO 80021-8869, with County and Contractor sometimes individually referred as “Party”, or collectively referred to as “Parties”.

RECITALS

WHEREAS, Time Warner Telecom Holdings, Inc. responded to a Request for Proposals for Wide Area Network Transport Services and represented that its proposed services shall meet or exceed the requirements and specifications of the Contract; and

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WHEREAS, on September 8, 2011, County and TW Telecom executed Amendment No. 5 to amend Attachment B – Cost/Compensation and increase internet bandwidth from 200 Mbps to 300 Mbps, thereby increasing the not to exceed amount by $32,305.00 for the period September 1, 2011 through November 13, 2012; and

WHEREAS, on October 4, 2011, County and TW Telecom executed Amendment No. 6 to amend Attachment B - Cost/Compensation and update the data circuit at the Solano Disaster Recovery (DR) Site, thereby increasing the not to exceed amount by $71,957.20 for the period November 1, 2011 through November 13; and

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WHEREAS, on December 19, 2012, County and TW Telecom executed Amendment No. 8 to amend Attachment B - Cost/Compensation and increase internet bandwidth from 300Mbps to 350Mbps, thereby increasing the not to exceed amount by $11,748.00 for the period November 14, 2012 through November 13, 2013; and

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WHEREAS, on October 28, 2014, County and TW Telecom executed Amendment No. 11 to amend Attachment A to remove Internet Services from the Scope of Work, amend Attachment B – Cost/Compensation, and extend the term of the Contract for one (1) year, through November 13, 2015, for an additional amount not to exceed $392,001.00; and

WHEREAS, Level 3 Communications, LLC acquired TW Telecom and executed an Assumption and Consent Agreement with the County on June 16, 2015 to assume the Contract, including all of the terms, covenants, conditions, duties, obligations and liabilities in, to and under the Contract; and

WHEREAS, on October 27, 2015, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to a) execute Amendment No. 12 to extend the term of the Contract for nineteen (19) months, through June 13, 2017, in an amount not to exceed $543,039.57; b) execute amendments to add or delete the number of circuits necessary for County business, for an additional amount not to exceed ten percent (10%) of the Contract amount for the extension period; and c) execute amendments to increase the Contract amount for any changes to the estimated applicable taxes, in an amount not to exceed ten percent (10%) of the Contract amount for the extension period; and

WHEREAS, as authorized by the Board of Supervisors, the Parties now desire to amend the Contract to a) extend the Contract term for an additional one (1)-year term effective June 14, 2017 through June 13, 2018; b) delete the Waiver of Jury Trial provision; and c) update the Notices contact information.

NOW THEREFORE, the Parties mutually agree as follows:

2. Under “Additional Terms and Conditions”, Article 17 titled, “Notices” shall be deleted in its entirety and replaced with the following:

Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand, or (2) upon delivery by the United States mail if delivery is by postage paid registered or certified return receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time.

3. In Attachment A titled, “Scope of Work for Wide Area Network Transport Services”, the following information shall be added to the end of the Attachment as new Paragraph G titled, “Contracted Circuits”.

<table>
<thead>
<tr>
<th>Item</th>
<th>Circuit Label</th>
<th>Type</th>
<th>Circuit ID</th>
<th>From Address</th>
<th>To Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>11441502</td>
<td>1</td>
<td>GigE</td>
<td>46/KFFN/101417/TWCS 46/KFFN/101418/TWCS</td>
<td>1400 S. Grand 301 The City Dr. South</td>
</tr>
<tr>
<td>2</td>
<td>11456557</td>
<td>1</td>
<td>GigE</td>
<td>46/KFFN/101420/TWCS 46/KFFN/101419/TWCS</td>
<td>1400 S. Grand 1275 Berkeley Ave.</td>
</tr>
<tr>
<td>3</td>
<td>12145544</td>
<td>1</td>
<td>GigE</td>
<td>46/KFFN/101429/TWCS 46/KFFN/101426/TWCS</td>
<td>1400 S. Grand 4601 Jamboree Rd.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Circuit Label</th>
<th>Type</th>
<th>Circuit ID</th>
<th>From Address</th>
<th>To Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**COUNTY CONTACTS**

<table>
<thead>
<tr>
<th>Contracts &amp; Purchasing</th>
<th>Project Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>County of Orange</td>
<td>County of Orange</td>
</tr>
<tr>
<td>OCIT/Contracts &amp; Purchasing Division</td>
<td>OCIT Project Manager</td>
</tr>
<tr>
<td>1501 East St. Andrew Place, 2nd Floor</td>
<td>1400 S. Grand Ave.</td>
</tr>
<tr>
<td>Santa Ana, CA 92705</td>
<td>Santa Ana, CA 92705</td>
</tr>
<tr>
<td>Attn: Ely Enriquez, Deputy Purchasing Agent</td>
<td>Attn: KC Roestenberg</td>
</tr>
<tr>
<td>Phone: (714) 834-6825</td>
<td>Phone: (714) 567-5075</td>
</tr>
<tr>
<td>Email: <a href="mailto:Ely.Enriquez@ceoit.ocgov.com">Ely.Enriquez@ceoit.ocgov.com</a></td>
<td>Email: <a href="mailto:KC.Roestenberg@ceoit.ocgov.com">KC.Roestenberg@ceoit.ocgov.com</a></td>
</tr>
</tbody>
</table>

**CONTRACTOR CONTACT**

Level 3 Communications, LLC
1025 Eldorado Blvd
Broomfield, CO 80021
Attn: General Counsel
<table>
<thead>
<tr>
<th></th>
<th></th>
<th>1 GigE</th>
<th>Cloud Connect for Microsoft Azure</th>
<th>San Jose, CA</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>PD</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>PD</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>PD</td>
<td></td>
<td>Direct Internet Access</td>
<td>1400 S. Grand</td>
<td>OCPD</td>
</tr>
</tbody>
</table>


5. Except as amended herein, all terms and conditions contained in the Contract and its amendments shall remain in full force and effect as amended herein and are incorporated by this reference as if fully set forth herein.

[Remainder of Page Intentionally Left Blank]
SIGNATURE PAGE

AMENDMENT NO. 13
TO
CONTRACT NO. MA-017-16010665 (FORMERLY MA-017-16010655)

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 13 on the dates shown opposite their respective signatures below:

LEVEL 3 COMMUNICATIONS, LLC*:

Dwight E. Steiner
Vice President &
Asst. General Counsel

Print Name

Signature

May 3, 2017

Date

Senior Vice President

Signature

May 3, 2017

Date

*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE, a political subdivision of the State of California

Ely Enriquez
Deputy Purchasing Agent

Print Name

Signature

5/26/2017

Date

APPROVED AS TO FORM, County Counsel, County of Orange, California

John Cleveland
Senior Deputy County Counsel

Print Name

Signature

5/3/17

Date
ATTACHMENT B

COST/COMPENSATION

I. Compensation:

This is a fixed price Contract between the County and the Contractor for services as further described in this Contract, its amendments, and Attachment A (Scope of Work). The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by written amendment signed by both Parties.

II. Cost:

A. Pricing Table for the Contract period June 14, 2017 through June 13, 2018:

<table>
<thead>
<tr>
<th>Item</th>
<th>Service ID</th>
<th>Type</th>
<th>Circuit ID</th>
<th>From Address</th>
<th>To Address</th>
<th>Qty</th>
<th>Total Monthly Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>11441502</td>
<td>1 GigE</td>
<td>46/KFFN/101417/TWCS</td>
<td>1400 S. Grand</td>
<td>301 The City Dr. South</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>2</td>
<td>11456557</td>
<td>1 GigE</td>
<td>46/KFFN/101420/TWCS</td>
<td>1400 S. Grand</td>
<td>1275 Berkeley Ave.</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>3</td>
<td>12145544</td>
<td>1 GigE</td>
<td>46/KFFN/101429/TWCS</td>
<td>1400 S. Grand</td>
<td>4601 Jamboree Rd.</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>OCIT Circuits Monthly Subtotal:</td>
<td>$11,145.60</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

OCIT Circuits

**Public Defender Circuits**

<table>
<thead>
<tr>
<th>Item</th>
<th>Service ID</th>
<th>Type</th>
<th>Circuit ID</th>
<th>From Address</th>
<th>To Address</th>
<th>Qty</th>
<th>Total Monthly Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>PD</td>
<td>1 GigE</td>
<td>Cloud Connect for Microsoft Azure</td>
<td>San Jose, CA</td>
<td>1400 S. Grand</td>
<td>1</td>
<td>$990.00</td>
</tr>
<tr>
<td>5</td>
<td>PD</td>
<td>1 GigE</td>
<td>Cloud Connect for Microsoft Azure</td>
<td>San Jose, CA</td>
<td>1400 S. Grand</td>
<td>1</td>
<td>$990.00</td>
</tr>
<tr>
<td>6</td>
<td>PD</td>
<td>1 GigE</td>
<td>Direct Internet Access</td>
<td>1400 S. Grand</td>
<td>OCPD</td>
<td>1</td>
<td>$2,614.70</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Public Defender Monthly Subtotal:</td>
<td>$4,594.70</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total Monthly Subtotal:</td>
<td>$15,740.30</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Estimated Taxes, Surcharges &amp; Fees:</td>
<td>$1,731.43</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Monthly Charges effective June 14, 2017 through June 13, 2018: $17,471.73

Total Not to Exceed Amount for the period June 14, 2017 through June 13, 2018: $209,660.80
III. **Additional County Locations/Circuits**

The County may add or delete circuit locations during the term of this Contract. The Contract may be amended as set forth in Paragraph “C” under the General Terms and Conditions of this Contract.

IV. **Fee Reductions**

Contractor’s failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repairs or any other disruption of service that result in an individual circuit not meeting 99.99% uptime for any sequential thirty (30) day period shall result in the following fee reductions:

<table>
<thead>
<tr>
<th>Per Service Outage</th>
<th>Percentage Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 minute (99.00% availability)</td>
<td>No Credit</td>
</tr>
<tr>
<td>1 minute up to 4 hours</td>
<td>5% of the Monthly Recurring Charge (MRC)</td>
</tr>
<tr>
<td>4 hours up to 8 hours</td>
<td>10% of the MRC</td>
</tr>
<tr>
<td>8 hours up to 12 hours</td>
<td>15% of the MRC</td>
</tr>
<tr>
<td>12 hours up to 16 hours</td>
<td>20% of the MRC</td>
</tr>
<tr>
<td>16 hours up to 24 hours</td>
<td>35% of the MRC</td>
</tr>
<tr>
<td>24 hours or greater</td>
<td>50% of the MRC</td>
</tr>
</tbody>
</table>

V. **Payment Terms:**

**Initial Set-up:** Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system by both Parties. If service does not meet the acceptance testing criteria, Contractor assumes all costs and may not seek reimbursement from County.

**Monthly Service:** Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, Section II, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net forty-five (45) days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices will be returned to Contractor for correction.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements. Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

VI. **Billing & Invoicing Instructions:**

Invoices and supporting documentation are to be sent to:
The Contractor will provide an invoice for services provided. Each invoice shall have an invoice number and include the following information:

1. Contractor’s name and address
2. Contractor’s remittance address (if different from above)
3. County Contract number: MA-017-16010665
4. Contractor’s Federal I.D. number
5. Product/Service description, quantity, prices
6. Service ID
7. Circuit ID
8. Circuit name
9. Circuit site location (where each circuit terminates)
10. Total invoice amount

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to the Contractor for correction.

[Remainder of Page Intentionally Left Blank]
AMENDMENT NO. 12
TO
CONTRACT NUMBER N1000008297 AS MA-017-10011150 AS MA-017-16010655
FOR
WIDE AREA NETWORK TRANSPORT SERVICES
FOR
ORANGE COUNTY

This Amendment Number Twelve (hereinafter "Amendment") is made and entered into by the County of Orange, a political subdivision of the State of California, (hereinafter referred to as “County”) and Level 3 Communications, LLC, with its principal place of business at 1025 Eldorado Blvd., Broomfield, CO 80021 (hereinafter referred to as “Contractor”), which may be referred to individually as “Party” or collectively as “Parties”.

WHEREAS, County and Contractor executed Contract N1000008297 for wide area network transport services (hereinafter referred to as “Contract”) with Time Warner Telecom Holdings, Inc. (hereinafter referred to as “Time Warner Telecom”) for a three (3) year term commencing November 14, 2006 through November 13, 2009; and

WHEREAS, the County and Time Warner Telecom executed Amendment Number One to amend Attachment A of the Contract; and

WHEREAS, the County and Time Warner Telecom Holdings, Inc. executed Amendment Number Two to renew the Contract as number MA-017-10011150 for an additional year effective November 14, 2009 through and including November 13, 2010, and to amend Attachment B to reflect amended pricing; and

WHEREAS, the County and Time Warner Telecom Holdings, Inc. executed Amendment Number Three to extend the Contract for an additional year effective November 14, 2010 through and including November 13, 2011, to amend Attachment B to reflect amended pricing, and to change vendor name from Time Warner Telecom Holdings, Inc. to TW Telecom Holdings, Inc.; and

WHEREAS, the County and Time Warner Telecom Holdings, Inc. executed Amendment Number Four to extend the Contract for an additional year effective November 14, 2011 through and including November 13, 2012, to reduce the contract amount by ten (10) percent for the period effective July 1, 2011 through and including November 13, 2012, and to change vendor name to Time Warner Telecom Holdings, Inc. (hereinafter referred to as “tw telecom”); and

WHEREAS, the County and tw telecom executed Amendment Number Five to increase internet bandwidth in the amount of $32,305.00 effective September 1, 2011 through November 13, 2012; and

WHEREAS, the County and tw telecom executed Amendment Number Six to upgrade the data circuit between Solano Disaster Recovery Site and the County Wide Area Network in the amount of $71,957.20 effective November 1, 2011 through November 13, 2012; and

WHEREAS, the County and tw telecom executed Amendment Number Seven to extend the Contract for an additional year effective November 14, 2012 through and including November 13, 2013; and

WHEREAS, the County and tw telecom executed Amendment Number Eight to increase internet bandwidth from 300mbps to 350mbps in the amount of $11,748.00 effective December 19, 2012 through November 13, 2013; and
WHEREAS, the County and tw telecom executed Amendment Number Nine to extend the Contract for an additional year effective November 14, 2013 through and including November 13, 2014, and to remove the Contract’s “Termination Liability” language; and

WHEREAS, the County and tw telecom executed Amendment Number Ten to provide a “Burstable Line” option for the internet services provided under the Contract; and

WHEREAS, the County and tw telecom executed Amendment Number Eleven to remove the Internet Services provided under the Contract and to extend the Contract for an additional year effective November 14, 2014 through and including November 13, 2015; and

WHEREAS, the Contractor acquired tw telecom holdings inc. and executed an Assumption and Consent Agreement with the County dated June 16, 2015; and

WHEREAS, the Parties agree to further amend the Contract for the purpose of extending the Contract term and removing network circuit for Solano site as provided under the Contract;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows:

1. The term of contract N1000008297 as MA-017-10011150, now MA-017-16010655, is extended for a period of nineteen (19) months, thereby amending the term effective November 14, 2015 through and including June 13, 2017, unless otherwise terminated by County.

2. The total Contract Amount for the period November 14, 2015 through June 13, 2017 shall not exceed $543,039.57, subject to applicable taxes.

3. Attachment B Cost/Compensation for Contractor Services is amended in its entirety to remove network circuit for Solano site. A revised true and accurate copy of the amended Attachment B Cost/Compensation is attached hereto.

Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract and its amendments are incorporated by this reference as if fully set forth herein and shall remain in full force and effect as amended herein.

(Amendment Signatures on Following Page)
In WITNESS WHEREOF, the parties heretoe have executed this Amendment on the dates shown opposite their respective signatures below:

Level 3 Communications, LLC:

DATE: Oct. 13, 2015  SIGNATURE: ________________________
PRINT NAME: Dwight E. Steiner
TITLE: Vice President & Asst. General Counsel

DATE: ___________  SIGNATURE*: ________________________
PRINT NAME: __________________________
TITLE: ________________________________

*If the contracting party is a corporation, the document must be signed by two (2) corporate officers. The first signature must be either the Chairman of the Board, President or any Vice President. The second signature must be either the secretary, an assistant secretary, the Chief Financial Officer or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE

A political Subdivision of the State of California

SIGNATURE: ____________________________
PRINT NAME: Grace Gutierrez
TITLE: Deputy Purchasing Agent
DATE: 10/21/15

Approved by Board of Supervisors on: 10/24/15

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL,

__________________________
Deputy
ATTACHMENT B

COST/COMPENSATION
FOR
CONTRACTOR SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. SERVICE PURCHASE

Contractor shall supply the following service for the period November 14, 2015 through and including June 13, 2017, except as noted below:

<table>
<thead>
<tr>
<th>Circuit Label</th>
<th>Type</th>
<th>Circuit ID</th>
<th>From Address</th>
<th>To Address</th>
<th>Qty</th>
<th>Total Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber-14</td>
<td>1 GigE</td>
<td>46/KFFN/101417/TWCS</td>
<td>1400 S. Grand Ave</td>
<td>301 The City Dr. South</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-6</td>
<td>1 GigE</td>
<td>46/KFFN/101420/TWCS</td>
<td>1400 S. Grand Ave</td>
<td>1275 Berkeley Ave.</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-9</td>
<td>1 GigE</td>
<td>46/KFFN/101422/TWCS</td>
<td>1400 S. Grand Ave</td>
<td>840 N. Eckhoff</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-2</td>
<td>1 GigE</td>
<td>46/KFFN/101432/TWCS</td>
<td>1400 S. Grand Ave</td>
<td>1770 N. Broadway</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-3</td>
<td>1 GigE</td>
<td>46/KFFN/101431/TWCS</td>
<td>1400 S. Grand Ave</td>
<td>1001 S. Grand Ave.</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-4</td>
<td>1 GigE</td>
<td>46/KFFN/101429/TWCS</td>
<td>1400 S. Grand Ave</td>
<td>4601 Jamboree Rd.</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-7</td>
<td>1 GigE</td>
<td>46/KFFN/101427/TWCS</td>
<td>1400 S. Grand Ave</td>
<td>1535 E. Orangewood</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
</tbody>
</table>

Sub Total: $26,006.40

Estimated Taxes, Governmental Surcharges & Fees: $2,574.63

Total Monthly Cost: $28,581.03

Notes:
* Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations.

Tax & Surcharges rates are subject to change at any time and additional Taxes and Surcharges may apply as permitted under the Contract. Tax Rates and Regulations are effective 10/1/15 and are subject to change without notice.
Fee reduction for Contractor’s failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repairs or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30) day period:

<table>
<thead>
<tr>
<th>Per Service Outage</th>
<th>Percentage Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 minute (99.00% availability)</td>
<td>No credit</td>
</tr>
<tr>
<td>1 minute up to 4 hours</td>
<td>5% of the MRC</td>
</tr>
<tr>
<td>4 hours up to 8 hours</td>
<td>10% of the MRC</td>
</tr>
<tr>
<td>8 hours up to 12 hours</td>
<td>15% of the MRC</td>
</tr>
<tr>
<td>12 hours up to 16 hours</td>
<td>20% of the MRC</td>
</tr>
<tr>
<td>16 hours up to 24 hours</td>
<td>35% of the MRC</td>
</tr>
<tr>
<td>24 hours or greater</td>
<td>50% of the MRC</td>
</tr>
</tbody>
</table>

3. PAYMENT TERMS

**Initial Set-up:** Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system by Parties. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

**Monthly Service:** Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or service not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. PAYMENT/INVOICING/INSTRUCTIONS: The Contractor will provide an invoice on Contractor’s letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor’s name and address
2. Contractor’s remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be added as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total

Invoices and support documentation are to be forwarded to:

County of Orange
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Accounts Payable
AMENDMENT NO. 11
TO
CONTRACT NUMBER N1000008297 AS MA-017-10011150
FOR
WIDE AREA NETWORK TRANSPORT SERVICES
FOR
ORANGE COUNTY

This Amendment Eleven (hereinafter “Amendment”) is made and entered into by the County of
Orange, a political subdivision of the State of California, (hereinafter referred to as “County”) and tw telecom
holdings inc., with its principal place of business at 10475 Park Meadows Drive, Littleton, CO 80124,
(hereinafter referred to as “Contractor”), which may be referred individually as “Party” or collectively as
“Parties”.

WHEREAS, County and Contractor executed Contract N1000008297 for wide area network transport
services for a three-year term commencing November 13, 2006, hereinafter “Contract”; and

WHEREAS, the Parties issued Amendment Number One to amend Attachment A of the Contract; and

WHEREAS, the Parties issued Amendment Number Two to renew the Contract as number MA-017-
10011150 for an additional year effective November 14, 2009 through and including November 13, 2010, and
amend Attachment B to reflect amended pricing;

WHEREAS, the Parties issued Amendment Three to extend the Contract for an additional year effective
November 14, 2010 through and including November 13, 2011, amend Attachment B to reflect amended
pricing, and change vendor name from Time Warner Telecom Holdings, Inc. to TW Time Warner Holdings,
Inc.;

WHEREAS, the Parties issued Amendment Four to extend the Contract for an additional year effective
November 14, 2011 through and including November 13, 2012, reduce the contract amount by 10% for the
period effective July 1, 2011 through and including November 13, 2012; and change vendor name to tw telecom
holdings inc.;

WHEREAS, the Parties issued Amendment Five to increase internet band width in the amount of
$32,305.00 effective September 1, 2011 through November 13, 2012;

WHEREAS, the Parties issued Amendment Six to upgrade the data circuit between Solano Disaster
Recovery Site and the County Wide Area Network in the amount of $71,957.20 effective November 1, 2011
through November 13, 2012;

WHEREAS, the Parties issued Amendment Seven to extend the Contract for an additional year effective
November 14, 2012 through and including November 13, 2013;

WHEREAS, the Parties issued Amendment Eight to increase internet band width from 300mbps to
350mbps in the amount of $11,748.00 effective December 19, 2012 through November 13, 2013;

WHEREAS, the Parties issued Amendment Nine to extend the Contract for an additional year effective
November 14, 2013 through and including November 13, 2014, and removed the Contract’s “Termination
Liability” language;

Page 1 of 9
WHEREAS, the Parties issued Amendment Ten to provide a "Burstable Line" option for the internet services provided under the Contract;

WHEREAS, the Parties desire to issue Amendment Eleven to remove the Internet Services provided under the Contract, and to extend the Contract for an additional year effective November 14, 2014 through and including November 13, 2015;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows:

1. The term of contract N1000008297, now MA-017-10011150, is extended for a period of one year, thereby amending the Contract period effective November 14, 2014 through and including November 13, 2015, unless otherwise terminated by County.

2. The total Contract Amount for the period November 14, 2014 through November 13, 2015 shall not exceed $392,001.00.

3. Attachment A Scope of Work for Wide Area Network Transport Services is amended to remove the Internet Services from the Scope of Work, and a revised true and accurate copy of the amended Attachment A Scope of Work is attached hereto.

4. Attachment B Cost/Compensation for Contractor Services is amended to remove the Internet Services from the Cost/Compensation, and a revised true and accurate copy of the amended Attachment B Cost/Compensation is attached hereto.

Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract and its amendments are incorporated by this reference as if fully set forth herein and shall remain in force and effect as amended herein.

(Amendment Signatures on Following Page)
In WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

**tw telecom holdings inc.**

**DATE:** 9/4/14  
**SIGNATURE:** [Signature]  
**PRINT NAME:** [Name]  
**TITLE:** [Title]

**DATE:** 9/3/14  
**SIGNATURE**: [Signature]  
**PRINT NAME:** Jonathan Dhillon  
**TITLE:** Assistant Secretary

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer or any assistant treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.*

---

**COUNTY OF ORANGE**

A political Subdivision of the State of California  

**SIGNATURE:** [Signature]  
**PRINT NAME:** Joel McKennon  
**TITLE:** Deputy Purchasing Agent

Approved as to form  
County Counsel  

John H. Abbott, Deputy

Approved by Board of Supervisors on: 10/28/14
ATACHMENT A
SCOPE OF WORK
FOR
WIDE AREA NETWORK TRANSPORT SERVICES

A. SERVICE LEVELS
Contractor shall provide transport services with high-availability and minimum downtime. Service Level Agreements (SLAs) are a critical component of any transport service to assure that negotiated services levels are contractually adhered to by the Contractor. The County requires a minimum of 99.99% up time on all proposed circuits. The Contractor will ensure that available bandwidth or throughput will not drop below 90% of declared circuit capacity at any time on any proposed circuit. The Contractor will further produce reports to the County showing bandwidth utilization and availability of throughput on an hourly, daily, weekly, monthly, and yearly basis. These reports will be available on-line and allow for on-demand bandwidth reporting by County staff at any time. Scheduled impact to transport services needs to be documented and sent to designated County contacts five (5) working days in advance. The County must be notified within 30 minutes of any outages through a pre-defined County escalation plan. All SLAs will be actively enforced by the County. Fee reductions specified in Attachment B may result from Contractor’s failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repair or any other disruption of service without regard to the County’s actual monetary loss from such disruptions.

B. SECURITY
The County Enterprise Network requires that Contractor provides detailed documentation outlining security policies/procedures, “Best Practices”, and technologies that are implemented in the proposed WAN Transport Service offering to increase security and mitigate risk.

C. NETWORK AND TRANSPORT MONITORING
Contractor shall provide a method for on-line monitoring by the County of all proposed circuits. The Contractor should be able to provide reports on real-time and historical bandwidth utilization. All reports will include the ability to show detail on an hourly, daily, weekly, monthly and yearly basis. Additionally, the Contractor may provide a portal or secure web access for the County to monitor circuit up-time and outages. A secure Internet-accessible website is preferred for County access to Contractor transport statistics and information.

D. TRANSITION, TESTING AND ACCEPTANCE
All services must be in place no later than January 15, 2007. The County will require the Data Center (1400 S. Grand Ave.) and 301 The City Drive South, Orange, be operational by December 15, 2006, to insure smooth integration with existing County infrastructure. These dates may be change upon mutual agreement of the Parties. No payments to the Contractor shall be made until the County has determined that a successful testing of each circuit and integration with County network is operational. Contractor will provide a comprehensive testing and acceptance plan.
for each site and each circuit type. At a minimum the County expects these testing and acceptance criteria to include pre-acceptance uptime periods and through put validation methodologies.

E. ADDITIONAL CONTRACTOR REQUIREMENTS

1. Contractor shall provide full, 24 hours by 7 days a week, support including telephone support (i.e. help desk) and maintenance of communication links, if applicable.
2. Contractor will coordinate ordering, shipping and delivery of equipment and materials to any installation site, in the event such materials are required.
3. Contractor will provide any necessary equipment to initiate new services at a given location.
4. County shall receive at minimum a one-year warranty on all new parts and equipment.

F. COUNTY TELECOMMUNICATIONS PROCEDURES

All telecommunication and data services projects in County facilities fall under the direct authority of the office of the County information Officer, Deputy CEO for County Executive Office/Information Technology (CEO/IT). No work is to be performed at any County owned or occupied facility without direct authorization from County Project Manager. Additionally, no consultation or engineering of any sort will occur directly between the Contractor and any other County agency regarding any County facility without the involvement, coordination and pre-approval of County Project Manager. The County uses a Telephone Services Request (TSR) for all services requested from Contractor. The TSR will indicate the installation address and the billing address, which may or may not be the same. No work is to be performed at any County owned or occupied facility without a signed TSR from the County Project Manager. Additionally, no consultation or engineering of any sort will occur directly between the Contractor and any agency regarding any County facility without the involvement, coordination, and written approval from County Project Manager. Failure to comply with these instructions can lead to termination of the Contract. Additionally, if the Contractor installs any transport Circuits without a signed TSR from the County Project Manager at any County facility, said performance will be deemed outside the scope of this Contract and the service shall not be compensated. If Contractor is unsure of a course of action or whether to undertake any service including but not limited to installation, repair, deletion, or termination of any transport circuit, prior to providing any service Contractor’s Project Manager shall notify, in writing, the County Project Manager for consultation and written approval or denial of the work. All services are to be coordinated using the outlined methods, and through the County designated Project Manager only. The County Project Manager may provide a minimum of thirty (30) days notice for all requests to terminate or delete any transport circuit. The only acceptable method to proceed with work is an authorized TSR. As part of this Contract, direct technical contact procedures and access shall be established for 24 hour/7 day week operational response by the Contractor. The Telephone Service Request (TSR) process is as follows:

- The County Project Manager is responsible for processing and tracking the TSR and will be the single point of contact for any service.
- The County Project Manager will notify the Contractor of a pending TSR.
- The Contractor will pick up the TSR from the County Project Manager and arrive at the job site on the due date to perform the work. The TSR can be faxed or e-mailed to the Contractor upon request.
- The Contractor will cover all the work to be done with the designated County contact and be prepared to answer any questions.
- Upon arrival at the County location, the Contractor will be escorted to the work location and will perform all the necessary work. In a professional and workman like manner and notify the contact when work is completed.
- The Contractor will explain all the work that was done and have the County department/agency contact sign off on the TSR as completed.
County of Orange

tw telecom holdings Inc.

- The Contractor will return the signed TSR and all ancillary documentation associated with the TSR to the County Project Manager.
- The Contractor shall submit an invoice to County indicating labor and material used and referencing a TSR and Contract number. The invoice will include a copy of the TSR with the signature of the County contact that accepted the work performed. The Contractor will invoice the County within 60 days of the accepted completion of the project.

Contractor shall submit a list of all employees who will be directly performing tasks associated with this Contract to the County Project Manager. Contractor employees may be subject to a background check performed by the County’s Sheriff Department and Probation Department, if required to obtain access at certain locations. Cost for any background check will be the responsibility of the Contractor. If changes occur to this list an updated list will be submitted, in writing, by the Contractor, to the County Project Manager. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs the Contractor will be notified that they have not complied with the terms of this Contract and the Contract may be terminated.
ATTACHMENT B
COST/COMPENSATION FOR CONTRACTOR SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. SERVICE PURCHASE

Contractor shall supply the following service for the period November 14, 2014 through and including November 13, 2015, except as noted below:

<table>
<thead>
<tr>
<th>Circuit Label</th>
<th>Type</th>
<th>Circuit ID</th>
<th>From Address</th>
<th>To Address</th>
<th>Qty</th>
<th>Total Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber-14</td>
<td>1 GigE</td>
<td>46/KFFN/101417/TWCS</td>
<td>1400 S. Grand Ave</td>
<td>301 The City Dr. South</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-6</td>
<td>1 GigE</td>
<td>46/KFFN/101420/TWCS</td>
<td>1400 S. Grand Ave</td>
<td>1275 Berkeley Ave.</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-9</td>
<td>1 GigE</td>
<td>46/KFFN/101422/TWCS</td>
<td>1400 S. Grand Ave</td>
<td>840 N. Eckhoff</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-2</td>
<td>1 GigE</td>
<td>46/KFFN/101432/TWCS</td>
<td>1400 S. Grand Ave</td>
<td>1770 N. Broadway</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-3</td>
<td>1 GigE</td>
<td>46/KFFN/101431/TWCS</td>
<td>1400 S. Grand Ave</td>
<td>1001 S. Grand Ave.</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-4</td>
<td>1 GigE</td>
<td>46/KFFN/101429/TWCS</td>
<td>1400 S. Grand Ave</td>
<td>4601 Jamboree Rd.</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-7</td>
<td>1 GigE</td>
<td>46/KFFN/101427/TWCS</td>
<td>1400 S. Grand Ave</td>
<td>1535 E. Orangewood</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-5</td>
<td>100mg-E</td>
<td>46/VLXX/104319/TWCS</td>
<td>1400 S. Grand Ave</td>
<td>Solano DR Site</td>
<td>1</td>
<td>$5,725.60</td>
</tr>
</tbody>
</table>

Taxes: $934.75
Total Monthly Cost: $32,666.75

Notes:
* Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations.

Fee reduction for Contractor's failure to notify County of planned and unplanned service interruptions reduction in available circuit capacity, delays in repairs or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30) day period:
3. **PAYMENT TERMS**

**Initial Set-up:** Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

**Monthly Service:** Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. **PAYMENT/INVOICING/INSTRUCTIONS:** The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be added as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total
Invoices and support documentation are to be forwarded to:

County of Orange
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Accounts Payable
AMENDMENT NO. 10
TO
CONTRACT NUMBER N1000008297 AS MA-017-10011150
FOR
WIDE AREA NETWORK TRANSPORT SERVICES
FOR
ORANGE COUNTY

This Amendment Number Ten (hereinafter "Amendment") is made and entered into by the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and its principal place of business at 10475 Park Meadows Drive, Littleton, CO 80124, (hereinafter referred to as "Contractor"), which may be referred individually as "Party" or collectively as "Parties".

WHEREAS, County and Contractor executed Contract N1000008297 for wide area network transport services for a three-year term commencing November 13, 2006, hereinafter "Contract"; and

WHEREAS, the Parties issued Amendment Number One to amend Attachment A of the Contract; and

WHEREAS, the Parties issued Amendment Number Two to renew the Contract as number MA-017-10011150 for an additional year effective November 14, 2009 through and including November 13, 2010, and amend Attachment B to reflect amended pricing;

WHEREAS, the Parties issued Amendment Three to extend the Contract for an additional year effective November 14, 2010 through and including November 13, 2011, amend Attachment B to reflect amended pricing, and change vendor name from Time Warner Telecom Holdings, Inc. to TW Time Warner Holdings, Inc.;

WHEREAS, the Parties issued Amendment Four to extend the Contract for an additional year effective November 14, 2011 through and including November 13, 2012, reduce the contract amount by 10% for the period effective July 1, 2011 through and including November 13, 2012; and change vendor name to tw telecom holdings inc.;

WHEREAS, the Parties issued Amendment Five to increase internet band width in the amount of $32,305.00 effective September 1, 2011 through November 13, 2012;

WHEREAS, the Parties issued Amendment Six to upgrade the data circuit between Solano Disaster Recovery Site and the County Wide Area Network in the amount of $71,957.20 effective November 1, 2011 through November 13, 2012;

WHEREAS, the Parties issued Amendment Seven to extend the Contract for an additional year effective November 14, 2012 through and including November 13, 2013;

WHEREAS, the Parties issued Amendment Eight to increase internet band width from 300mbps to 350mbps in the amount of $11,748.00 effective December 19, 2012 through November 13, 2013;

WHEREAS, the Parties issued Amendment Nine to extend the Contract for an additional year effective November 14, 2013 through and including November 13, 2014, and removed the Contract's "Termination Liability" language;
WHEREAS, the Parties desire to issue Amendment Ten to provide a "Burstable Line" option for the internet services provided under the Contract;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows:

1. The current Contract Internet Bandwidth Access shall be modified from a "Dedicated" 350 mbps line to a "Burstable" Line Option, expandable from the Dedicated 350 mbps up to a maximum of 1000 mbps, expanding the Internet Bandwidth Access provided under the Contract.

2. The total Contract Amount for the period November 14, 2013 through November 13, 2014, shall increase in an amount not to exceed $42,000, for an amended Total Contract Not to Exceed Limit of $464,400.00, to cover the expenses provided by this "Burstable" Line Option.

3. Attachment D Cost/Compensation for Contractor Services is amended in its entirety to include the "Burstable" Line Option, and attached hereto.

Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract and its amendments are incorporated by this reference as if fully set forth herein and shall remain in force and effect as amended herein.

(Amendment Signatures on Following Page)
In WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

**tw telecom holdings inc***:

DATE: 1/10/11
SIGNATURE: [Signature]
PRINT NAME: Will Freeman
TITLE: VP/Com

DATE: 1/10/14
SIGNATURE*: [Signature]
PRINT NAME: Gina M. Bonner
TITLE: RVP - Pacific

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

**COUNTY OF ORANGE**

A political Subdivision of the State of California
SIGNATURE: [Signature]
PRINT NAME: Joel McKewen
TITLE: Deputy Purchasing Agent
ATTACHMENT B
COST/COMPENSATION FOR CONTRACTOR SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. SERVICE PURCHASE

Contractor shall supply the following service for the period November 14, 2013 through and including November 13, 2014, except as noted below:

<table>
<thead>
<tr>
<th>Circuit Label</th>
<th>Type</th>
<th>From Address</th>
<th>To Address</th>
<th>Qty</th>
<th>Total Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber-14</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave.</td>
<td>301 The City Dr. South</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-6</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave.</td>
<td>1275 Berkeley Ave.</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-9</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave.</td>
<td>840 N. Eckhoff</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-2</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave.</td>
<td>1770 N. Broadway</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-3</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave.</td>
<td>1001 S. Grand Ave.</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-4</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave.</td>
<td>4601 Jamboree Dr.</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-7</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave.</td>
<td>1535 E. Orangewood</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-5</td>
<td>100mg-E</td>
<td>1400 S. Grand Ave.</td>
<td>Solano DR Site</td>
<td>1</td>
<td>$5,725.60</td>
</tr>
<tr>
<td>Internet</td>
<td>Bandwidth Access 350mbps</td>
<td>1400 S. Grand Ave.</td>
<td>Burstable Gigabit Internet Circuit 350mg to 1000mg** (Monthly Charge)</td>
<td>1</td>
<td>$3,221.60</td>
</tr>
<tr>
<td>Internet</td>
<td>Transport</td>
<td>(Monthly Charge)</td>
<td>(One-Time Charge) Not Included in Total Monthly Cost Below</td>
<td>1</td>
<td>$400.00</td>
</tr>
<tr>
<td>Add/Move Change Fee</td>
<td></td>
<td>(One-Time Charge)</td>
<td>Not Included in Total Monthly Cost Below</td>
<td>1</td>
<td>$250.00</td>
</tr>
</tbody>
</table>

**Total Monthly Cost** $35,353.60

Notes:
* Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations.

** Burstable Gigabit Internet circuit.
Burstable from 350mg to 1000mg.
The County Burstable rate will be $9.2 per mg for all “Bursting” over 350mg (351mg to 1000mg).
TWI shall sample at the 95% percentile.
Example: with 100 samples, the 95th percentile would be the 95th highest sample. In a 30-day month there are 8,640 samples, the 95th percentile would correspond with the 8,208th highest sample (8,208 = 0.95 * 8,640). Using this Calculation; The County shall effectively get 36 hours of “Bursting” at no cost each month.
Fee reduction for Contractor's failure to notify County of planned and unplanned service interruptions reduction in available circuit capacity, delays in repair or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30) day period:

<table>
<thead>
<tr>
<th>Per Service Outage</th>
<th>Percentage Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 minute (99.00% availability)</td>
<td>No credit</td>
</tr>
<tr>
<td>1 minute up to 4 hours</td>
<td>5% of the MRC</td>
</tr>
<tr>
<td>4 hours up to 8 hours</td>
<td>10% of the MRC</td>
</tr>
<tr>
<td>8 hours up to 12 hours</td>
<td>15% of the MRC</td>
</tr>
<tr>
<td>12 hours up to 16 hours</td>
<td>20% of the MRC</td>
</tr>
<tr>
<td>16 hours up to 24 hours</td>
<td>35% of the MRC</td>
</tr>
<tr>
<td>24 hours or greater</td>
<td>50% of the MRC</td>
</tr>
</tbody>
</table>

3. PAYMENT TERMS

Initial Set-up: Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or service not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. PAYMENT/INVOICING/INSTRUCTIONS: The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be added as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total
Invoices and support documentation are to be forwarded to:

County of Orange
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Accounts Payable
**Service Modification Order Form**

This Service Order is entered into by TWC Holdings Inc. and through its wholly owned subsidiaries that are certificated to provide the services being ordered hereunder (collectively "TWC") and County of Orange, and is effective upon execution both by TWC and County of Orange. TWC will remain responsible for the performance of its obligations under this Service Order. If there is a conflict between this Service Order and the prior agreements for the services being modified or renewed, this Service Order shall prevail over the prior agreement and any applicable tariffs.

| Monthly Recurring Charge (MRC) | $1,621.60 | Non-Recurring Charge (NRC) | $250.00 |

Customer and the individual signing below represent that each individual has the authority to bind Customer to this Service Order.

**tw telecom holdings inc.**

**Signature:**

**Print Name:** Will Frederickson
**Title:** VP / GM
**Date:**

**Sales Person:** Ronald Miller

**County of Orange**

**Signature:**

**Print Name:** Joel McKeeven
**Title:** Deputy Purchasing Agent
**Date:** 1/10/14

---

**Change Form**

Customer agrees this modification only affects the specific services listed below. Except as modified by this Service Modification, the contract described below remains in full force and effect. **"Additional services in line with original contract will be costaneous to initial, like services."**

<table>
<thead>
<tr>
<th>Account Number</th>
<th>200314</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICB #</td>
<td>NA</td>
</tr>
<tr>
<td>Expire:</td>
<td>No</td>
</tr>
<tr>
<td>Contract Type:</td>
<td>Voice &amp; Internet Service Order Form (VISO)</td>
</tr>
<tr>
<td>Date Original</td>
<td>1/10/06</td>
</tr>
</tbody>
</table>

**General Requested Service Modification**

County of Orange is requesting current Internet from Dedicated Internet to Burstable Internet. Service billing change only. No circuit technical changes to the Service - Billing change only. If for any reasons THIS IS SERVICE AFFECTING TO CUSTOMER, PLEASE NOTIFY MARK KHANLAR, Office: 714. 834-7107, Mobile: 714. 448-0913

**Change**

Service name: Internet Bandwidth
Order Notes: Changing current Internet from Dedicated Internet to Burstable Internet.

<table>
<thead>
<tr>
<th>Service Name</th>
<th>Qty</th>
<th>Unit MRC</th>
<th>Total MRC</th>
<th>Unit NRC</th>
<th>Total NRC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Internet Bandwidth</td>
<td>1</td>
<td>$3,021.60</td>
<td>$3,021.60</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Internet Transport</td>
<td>1</td>
<td>$400.00</td>
<td>$400.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>ADAP/MOW/CHANGE RATE</td>
<td>1</td>
<td>$250.00</td>
<td>$250.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Sub-Totals**

| Sub-Totals | $3,021.60 | $250.00 |

Version 4.2 rev. 10-26-12

twc telecom - Confidential

Page 1 of 1

Page 46 of 136
AMENDMENT NO. 9
TO
CONTRACT NUMBER N1000008297 AS MA-017-10011150
FOR
WIDE AREA NETWORK TRANSPORT SERVICES
FOR
ORANGE COUNTY

This Amendment Number Nine (hereinafter “Amendment”) is made and entered into by the
County of Orange, a political subdivision of the State of California, (hereinafter referred to as “County”) and
tw telecom holdings inc., with its principal place of business at 10475 Park Meadows Drive,
Littleton, CO 80124, (hereinafter referred to as “Contractor”), which may be referred individually as
“Party” or collectively as “Parties”.

WHEREAS, County and Contractor executed Contract N1000008297 for wide area network
transport services for a three-year term commencing November 13, 2006, hereinafter “Contract”; and

WHEREAS, the Parties issued Amendment Number One to amend Attachment A of the Contract; and

WHEREAS, the Parties issued Amendment Number Two to renew the Contract as number MA-
017-10011150 for an additional year effective November 14, 2009 through and including November 13,
2010, and amend Attachment B to reflect amended pricing;

WHEREAS, the Parties issued Amendment Three to extend the Contract for an additional year
effective November 14, 2010 through and including November 13, 2011, amend Attachment B to reflect
amended pricing, and change vendor name from Time Warner Telecom Holdings, Inc. to TW Time
Warner Holdings, Inc.;

WHEREAS, the Parties issued Amendment Four to extend the Contract for an additional year
effective November 14, 2011 through and including November 13, 2012, reduce the contract amount by
10% for the period effective July 1, 2011 through and including November 13, 2012; and change vendor
name to tw telecom holdings inc.;

WHEREAS, the Parties issued Amendment Five to increase internet bandwidth in the amount of
$32,305.00 effective September 1, 2011 through November 13, 2012;

WHEREAS, the Parties issued Amendment Six to upgrade the data circuit between Solano
Disaster Recovery Site and the County Wide Area Network in the amount of $71,957.20 effective
November 1, 2011 through November 13, 2012;

WHEREAS, the Parties issued Amendment Seven to extend the Contract for an additional year
effective November 14, 2012 through and including November 13, 2013;

WHEREAS, the Parties issued Amendment Eight to increase internet bandwidth from 300mbps
to 350mbps in the amount of $11,748.00 effective December 19, 2012 through November 13, 2013;

WHEREAS, the Parties desire to issue Amendment Nine to extend the Contract for an additional
year effective November 14, 2013 through and including November 13, 2014, and remove the Contract’s
“Termination Liability” language;
NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows:

1. The term of contract N1000008297, now MA-017-10011150, is extended for a period of one year, thereby amending the Contract period effective November 14, 2013 through and including November 13, 2014, unless otherwise terminated by County.

2. The total Contract Amount for the period November 14, 2013 through November 13, 2014 shall not exceed $422,400.00.

3. Contract’s Article, General Terms and Conditions, K. Termination is replaced in its entirety with the following:

   “K. Termination: In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty for cause. County shall afford Contractor written notice of its intent to terminate for cause and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach. County has the right to terminate this contract after 30 days’ written notice without cause, unless otherwise specified. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation, except, County must pay for services until such disconnection actually occurs.

   Termination by Contractor: (a) Contractor may terminate this Contract or any service order hereunder or suspend services, with 30 days prior written notice, upon: (i) County’s failure to pay any amounts as provided herein; (ii) County’s breach of any provision of this Contract or any law, rule or regulation governing the services; (iii) any insolvency, bankruptcy assignment for the benefit of creditors, appointment of trustee or receiver or similar event with respect to County; or (iv) any governmental prohibition or required alteration of the services. Contractor shall afford County written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach. (b) Contractor may terminate or suspend services without notice if: (i) necessary to protect Contractor’s network; Contractor has reasonable evidence of County’s fraudulent or illegal use of services; or (ii) required by legal or regulatory authority. Any termination shall not relieve County of any liability incurred prior to such termination, or for payment of unaffected services. All terms and conditions of the Contract shall continue to apply to any services not so terminated, regardless of the termination of this Contract. If the service provided under any service order hereunder has been terminated by Contractor in accordance with this section, and County wants to restore such service terminated due to County breach, County must first pay all past due charges, a non-recurring charge and reconnections charge. All requests for disconnection will be processed by Contractor in 30 days or less. County must pay for services until such disconnection actually occurs.”

4. Attachment B Cost/Compensation for Contractor Services is amended in its entirety and attached hereto.
Price Agreement No. N1000008297

County of Orange
tw telecom holdings inc.

Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract and its amendments are incorporated by this reference as if fully set forth herein and shall remain in force and effect as amended herein.

In WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

**tw telecom holdings inc***:

**DATE: 10/22/2015**
**SIGNATURE: Tina Davis**
**PRINT NAME: Tina Davis**
**TITLE: SVP and General Counsel**

**DATE: 10/22/2015**
**SIGNATURE*: Gina M. Bauer**
**PRINT NAME: Gina M. Bauer**
**TITLE: EVP - Pacific**

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

**COUNTY OF ORANGE**

A political Subdivision of the State of California

**SIGNATURE: [Signature]**
**DATE: 11/5/13**
**PRINT NAME: Joel Mckeown**
**TITLE: Deputy Purchasing Agent**

**APPROVED AS TO FORM**

County Counsel

(SEE NEXT PAGE FOR SIGNATURE) John H. Abbott, Deputy
County of Orange
tw telecom holdings inc.

Price Agreement No. N1000008297

Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract and its amendments are incorporated by this reference as if fully set forth herein and shall remain in force and effect as amended herein.

In WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

**tw telecom holdings inc***:

DATE: ___________  SIGNATURE: ______________________________

PRINT NAME: __________________________________________

TITLE: ________________________________________________

DATE: ___________  SIGNATURE*: __________________________

PRINT NAME: __________________________________________

TITLE: ________________________________________________

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

**COUNTY OF ORANGE**

A political Subdivision of the State of California

SIGNATURE: ______________________________

PRINT NAME: ____________________________

TITLE: _________________________________

APPROVED AS TO FORM
County Counsel

10-21-13
County of Orange
tw telecom holdings inc.

Approved by Board of Supervisors on: ____________________________
**ATTACHMENT B**  
**COST/COMPENSATION FOR CONTRACTOR SERVICES**

1. **COMPENSATION**

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. **SERVICE PURCHASE**

Contractor shall supply the following service for the period November 14, 2013 through and including November 13, 2014, except as noted below:

<table>
<thead>
<tr>
<th>Circuit Label</th>
<th>Type</th>
<th>From Address</th>
<th>To Address</th>
<th>Qty</th>
<th>Total Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber-14</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>301 The City Dr. South</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-6</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1275 Berkeley Ave.</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-9</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>840 N. Eckhoff</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-2</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1770 N. Broadway</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-3</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1001 S. Grand Ave</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-4</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>4601 Jamboree Rd.</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-7</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1535 E. Orangewood</td>
<td>1</td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Fiber-5</td>
<td>100mg-E</td>
<td>1400 S. Grand Ave</td>
<td>Solano DR Site</td>
<td>1</td>
<td>$5,725.60</td>
</tr>
<tr>
<td>Fixed/Tiered</td>
<td>EIS w/Gig Port</td>
<td>1400 S. Grand Ave</td>
<td>&lt;Gigabit Internet circuit&gt; 300mg</td>
<td>1</td>
<td>$3,068.00</td>
</tr>
<tr>
<td>Internet</td>
<td>Bandwidth Access 350mbps</td>
<td>Increase In Bandwidth from 300mbps to 350mbps</td>
<td>1</td>
<td>$400.00</td>
<td></td>
</tr>
</tbody>
</table>

**Total Monthly Cost** $35,200.00

Note: *Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations.*

Fee reduction for Contractor’s failure to notify County of planned and unplanned service interruptions reduction in available circuit capacity, delays in repair or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30) day period:

<table>
<thead>
<tr>
<th>Per Service Outage</th>
<th>Percentage Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 minute (99.00% availability)</td>
<td>No credit</td>
</tr>
<tr>
<td>1 minute up to 4 hours</td>
<td>5% of the MRC</td>
</tr>
<tr>
<td>4 hours up to 8 hours</td>
<td>10% of the MRC</td>
</tr>
<tr>
<td>8 hours up to 12 hours</td>
<td>15% of the MRC</td>
</tr>
<tr>
<td>12 hours up to 16 hours</td>
<td>20% of the MRC</td>
</tr>
<tr>
<td>16 hours up to 24 hours</td>
<td>35% of the MRC</td>
</tr>
<tr>
<td>24 hours or greater</td>
<td>50% of the MRC</td>
</tr>
</tbody>
</table>
3. **PAYMENT TERMS**

**Initial Set-up:** Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

**Monthly Service:** Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or service not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. **PAYMENT/INVOICING/INSTRUCTIONS:** The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be added as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total

Invoices and support documentation are to be forwarded to:

County of Orange
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Accounts Payable
This Service Order is entered into by tw telecom holdings Inc. and through its wholly owned subsidiaries that are certified to provide the services being ordered hereunder (collectively "TWTC") and "County of Orange" ("Customer"), and is effective upon execution both by Customer and TWTC. TWTC will remain responsible for the performance of its subsidiaries under this Service Order, which own and operate the telecommunications facilities. If there is a conflict between this Service Order and the prior agreement(s) for the services being modified or renewed, this Service Order shall prevail over the prior agreement and any applicable tariff.

Customer and the individual signing below represent that such Individual has the authority to bind Customer to this Service Order.

<table>
<thead>
<tr>
<th>Service Address #1</th>
<th>1400 South Grand Avenue, Santa Ana, Ca 92705</th>
</tr>
</thead>
<tbody>
<tr>
<td>Renewal Term</td>
<td>12 Months</td>
</tr>
<tr>
<td>Order Notes</td>
<td>Simple Renewal Only-No technical changes rates remain the same. Service Site 1400 S Grand Avenue; Santa Ana.</td>
</tr>
<tr>
<td>Service Name</td>
<td>Circuit ID (if applicable)</td>
</tr>
<tr>
<td>Internet Transport</td>
<td>46/KFFN/101459/TWCS</td>
</tr>
<tr>
<td>Internet Bandwidth Access 350MB</td>
<td>46/KFFN/101450/TWCS</td>
</tr>
<tr>
<td></td>
<td>Sub-Total</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Address #2</th>
<th>840 ECKHOFF, ORANGE CA 92868</th>
</tr>
</thead>
<tbody>
<tr>
<td>Renewal Term</td>
<td>12 Months</td>
</tr>
<tr>
<td>Order Notes</td>
<td>Simple Renewal Only-No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705. Pricing includes Port at 1400 S. Grand Avenue; Santa Ana to Port listed for this location.</td>
</tr>
<tr>
<td>Service Name</td>
<td>Circuit ID (if applicable)</td>
</tr>
<tr>
<td>Native LAN - Elite</td>
<td>46/KFFN/101422/TWCS</td>
</tr>
<tr>
<td></td>
<td>Sub-Total</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Address #3</th>
<th>1275 BERKELEY, FULLERTON CA 92832</th>
</tr>
</thead>
<tbody>
<tr>
<td>Renewal Term</td>
<td>12 Months</td>
</tr>
<tr>
<td>Order Notes</td>
<td>Simple Renewal Only-No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705. Pricing includes Port at 1400 S. Grand Avenue; Santa Ana to Port listed for this location.</td>
</tr>
<tr>
<td>Service Name</td>
<td>Circuit ID (if applicable)</td>
</tr>
<tr>
<td>Native LAN - Elite</td>
<td>46/KFFN/101420/TWCS</td>
</tr>
<tr>
<td></td>
<td>Sub-Total</td>
</tr>
</tbody>
</table>

Automatic Renewal: Upon expiration of the Term of this Service Order, the Term for services will automatically renew for successive month-to-month terms unless either party notifies the other in writing thirty (30) days prior to the expiration of the then current term that it wishes to terminate the service.

Service Name: Circuit ID (if applicable) Qty Unit MRC Total MRC (Renewed)
Internet Transport 46/KFFN/101459/TWCS 1 $3,088.00 $3,088.00
Internet Bandwidth Access 350MB 46/KFFN/101450/TWCS 1 $400.00 $400.00
Native LAN - Elite 46/KFFN/101422/TWCS 1 $3,715.20 $3,715.20
Native LAN - Elite 46/KFFN/101420/TWCS 1 $3,715.20 $3,715.20

Sub-Total $3,488.00
Sub-Total $3,715.20
Sub-Total $3,715.20
Sub-Total $3,715.20

Except as amended in this Service Order, all existing terms and conditions relating to the renewed Services remain in full force and effect.

The Renewal Term will commence on the date that this Service Order is implemented by TWTC.

Any services that are part of the original Service Order for the services listed below, but are not themselves listed, are also renewed for the same Renewal Term, and for their original MRCs or usage rates.

Disconnect Notice: If Customer is disconnecting Services for any reason, it must deliver notice to TWTC either by facsimile to 303-803-9838 or by email to "CustomerCare@twtelecom.com". Notice by facsimile or email is deemed given when delivered.

Sales Person: Ronald Mills
Print Name: Joanne McLaury
Signature: signaturesignature
Title: Deputy Purchasing Agent
Date: 11/5/13

Customer: County of Orange
<table>
<thead>
<tr>
<th>Service Address #4</th>
<th>1770 BROADWAY, SANTA ANA CA 92706</th>
</tr>
</thead>
<tbody>
<tr>
<td>Renewal Term</td>
<td>12 Months</td>
</tr>
<tr>
<td>Order Notes</td>
<td>Simple Renewal Only-No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705. Pricing Includes Port at 1400 S. Grand Avenue; Santa Ana to Port listed for this location.</td>
</tr>
<tr>
<td>Service Name</td>
<td>Circuit ID (if applicable)</td>
</tr>
<tr>
<td>Native LAN - Elite</td>
<td>46/KFFN/101432/TWCS</td>
</tr>
<tr>
<td>Qty</td>
<td>Unit MRC</td>
</tr>
<tr>
<td></td>
<td>$3,715.20</td>
</tr>
<tr>
<td></td>
<td>Total MRC (Renewed)</td>
</tr>
<tr>
<td></td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Sub-Total</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$3,715.20</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Address #6</th>
<th>1001 GRAND, SANTA ANA CA 92705</th>
</tr>
</thead>
<tbody>
<tr>
<td>Renewal Term</td>
<td>12 Months</td>
</tr>
<tr>
<td>Order Notes</td>
<td>Simple Renewal Only-No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705. Pricing Includes Port at 1400 S. Grand Avenue; Santa Ana to Port listed for this location.</td>
</tr>
<tr>
<td>Service Name</td>
<td>Circuit ID (if applicable)</td>
</tr>
<tr>
<td>Native LAN - Elite</td>
<td>46/KFFN/101431/TWCS</td>
</tr>
<tr>
<td>Qty</td>
<td>Unit MRC</td>
</tr>
<tr>
<td></td>
<td>$3,715.20</td>
</tr>
<tr>
<td></td>
<td>Total MRC (Renewed)</td>
</tr>
<tr>
<td></td>
<td>$3,715.20</td>
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<tr>
<td>Sub-Total</td>
<td></td>
</tr>
<tr>
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<td>$3,715.20</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Address #8</th>
<th>1535 ORANGEWOOD, ANAHEIM CA 92805</th>
</tr>
</thead>
<tbody>
<tr>
<td>Renewal Term</td>
<td>12 Months</td>
</tr>
<tr>
<td>Order Notes</td>
<td>Simple Renewal Only-No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705. Pricing Includes Port at 1400 S. Grand Avenue; Santa Ana to Port listed for this location.</td>
</tr>
<tr>
<td>Service Name</td>
<td>Circuit ID (if applicable)</td>
</tr>
<tr>
<td>Native LAN - Elite</td>
<td>46/KFFN/101427/TWCS</td>
</tr>
<tr>
<td>Qty</td>
<td>Unit MRC</td>
</tr>
<tr>
<td></td>
<td>$3,715.20</td>
</tr>
<tr>
<td></td>
<td>Total MRC (Renewed)</td>
</tr>
<tr>
<td></td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Sub-Total</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$3,715.20</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Address #7</th>
<th>4801 JAMBOREE, NEWPORT BEACH 92660</th>
</tr>
</thead>
<tbody>
<tr>
<td>Renewal Term</td>
<td>12 Months</td>
</tr>
<tr>
<td>Order Notes</td>
<td>Simple Renewal Only-No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705. Pricing Includes Port at 1400 S. Grand Avenue; Santa Ana to Port listed for this location.</td>
</tr>
<tr>
<td>Service Name</td>
<td>Circuit ID (if applicable)</td>
</tr>
<tr>
<td>Native LAN - Elite</td>
<td>46/KFFN/101426/TWCS</td>
</tr>
<tr>
<td>Qty</td>
<td>Unit MRC</td>
</tr>
<tr>
<td></td>
<td>$3,715.20</td>
</tr>
<tr>
<td></td>
<td>Total MRC (Renewed)</td>
</tr>
<tr>
<td></td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Sub-Total</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$3,715.20</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Address #9</th>
<th>301 THE CITY, ORANGE CA 92888</th>
</tr>
</thead>
<tbody>
<tr>
<td>Renewal Term</td>
<td>12 Months</td>
</tr>
<tr>
<td>Order Notes</td>
<td>Simple Renewal Only-No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705. Pricing Includes Port at 1400 S. Grand Avenue; Santa Ana to Port listed for this location.</td>
</tr>
<tr>
<td>Service Name</td>
<td>Circuit ID (if applicable)</td>
</tr>
<tr>
<td>Native LAN - Elite</td>
<td>46/KFFN/101417/TWCS</td>
</tr>
<tr>
<td>Qty</td>
<td>Unit MRC</td>
</tr>
<tr>
<td></td>
<td>$3,715.20</td>
</tr>
<tr>
<td></td>
<td>Total MRC (Renewed)</td>
</tr>
<tr>
<td></td>
<td>$3,715.20</td>
</tr>
<tr>
<td>Sub-Total</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$3,715.20</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Address #10</th>
<th>12 Civic Center Plaza; Santa Ana, CA 92701</th>
</tr>
</thead>
<tbody>
<tr>
<td>Renewal Term</td>
<td>12 Months</td>
</tr>
<tr>
<td>Order Notes</td>
<td>Simple Renewal Only- Includes Ports, Type II, and 6NLAN, Dual ENLAN's, for locations 12 Civic Center Plaza; Santa Ana and 875 Texas Street; Fairfield, CA 64533</td>
</tr>
<tr>
<td>Service Name</td>
<td>Circuit ID (if applicable)</td>
</tr>
<tr>
<td>ELAN (7 Mason &amp; 1970 Broadway)</td>
<td>48/VLX0/104316/TWCS</td>
</tr>
<tr>
<td>Qty</td>
<td>Unit MRC</td>
</tr>
<tr>
<td></td>
<td>$1,496.00</td>
</tr>
<tr>
<td></td>
<td>Total MRC (Renewed)</td>
</tr>
<tr>
<td></td>
<td>$1,496.00</td>
</tr>
<tr>
<td>Sub-Total</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$1,496.00</td>
</tr>
</tbody>
</table>

| Service Name        | Circuit ID (if applicable)                |
| Native -AN Enterprise Switched - Fairfield, CA | 84/KFFN/103149/TWCS            |
| Qty                 | Unit MRC                                  |
|                    | $2,980.80                                 |
|                     | Total MRC (Renewed)                      |
|                     | $2,980.80                                 |
| Sub-Total           |                                         |
|                     | $5,726.60                                 |
AMENDMENT NO. 8
TO
CONTRACT NUMBER N1000008297 AS MA-017-10011150
FOR
WIDE AREA NETWORK TRANSPORT SERVICES
FOR
ORANGE COUNTY

This Amendment Number Eight (hereinafter “Amendment”) is made and entered into upon
execution of all necessary signatures by and between the County of Orange, a political subdivision of the
State of California, (hereinafter referred to as “County”) and tw telecom holdings inc., with its principal
place of business at 10475 Park Meadows Drive, Littleton, CO 80124, (hereinafter referred to as
“Contractor”), which may be referred individually as “Party” or collectively as “Parties”.

WHEREAS, County and Contractor executed Contract N1000008297 for wide area network
transport services for a three-year term commencing November 13, 2006, hereinafter “Contract”; and

WHEREAS, the Parties issued Amendment Number One to amend Attachment A of the Contract;
and

WHEREAS, the Parties issued Amendment Number Two to renew the Contract as number MA-
017-10011150 for an additional year effective November 14, 2009 through and including November 13,
2010, and amend Attachment B to reflect amended pricing;

WHEREAS, the Parties issued Amendment Three to extend the Contract for an additional year
effective November 14, 2010 through and including November 13, 2011, amend Attachment B to reflect
amended pricing, and change vendor name from Time Warner Telecom Holdings, Inc. to TW Time
Warner Holdings, Inc.;

WHEREAS, the Parties issued Amendment Four to extend the Contract for an additional year
effective November 14, 2011 through and including November 13, 2012, reduce the contract amount by
10% for the period effective July 1, 2011 through and including November 13, 2012; and change vendor
name to tw telecom holdings inc.;

WHEREAS, the Parties issued Amendment Five to increase internet bandwidth in the amount of
$32,305.00 effective September 1, 2011 through November 13, 2012;

WHEREAS, the Parties issued Amendment Six to upgrade the data circuit between Solano Disaster
Recovery Site and the County Wide Area Network in the amount of $71,957.20 effective November 1,
2011 through November 13, 2012;

WHEREAS, the Parties issued Amendment Seven to extend the Contract for an additional year
effective November 14, 2012 through and including November 13, 2013;

WHEREAS, the Parties desire to issue Amendment Eight to increase internet bandwidth in the
amount of $11,748.00 for the period ending November 13, 2013.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree
as follows:

1
1. Increase internet bandwidth from 300mbps to 350mbps and increase Contract Amount by $11,748.00 for the period ending November 13, 2013.

2. A true and correct copy of Attachment B Cost/Compensation for Contractor Services is attached.

Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract and its amendments are incorporated by this reference as if fully set forth herein and shall remain in full force and effect as amended herein.
In WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

Tv teleom holdings inc.:

**DATE:** 12/19/12  
**SIGNATURE:** [Signature]

**PRINT NAME:** Will Fredericksen  
**TITLE:** VP/EM

**DATE:** 12/19/12  
**SIGNATURE:** [Signature]

**PRINT NAME:** Mark A. Peters  
**TITLE:** Executive Vice President of Finance/Chief Financial Officer

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President or any Vice President. The second signature must be the secretary, an Assistant Secretary, the Chief Financial Officer or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

---

COUNTY OF ORANGE
A political Subdivision of the State of California

**SIGNATURE:** [Signature]  
**TITLE:** Deputy Purchasing Agent  
**DATE:** 12/19/12
**ATTACHMENT B**

**COST/COMPENSATION FOR CONTRACTOR SERVICES**

1. **COMPENSATION**

   This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. **SERVICE PURCHASE**

   Contractor shall supply the following service for the period ending November 13, 2013, less 10% discount, except as noted below:

<table>
<thead>
<tr>
<th>Circuit Label</th>
<th>Type</th>
<th>From Address</th>
<th>To Address</th>
<th>Qty</th>
<th>Total Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber-14</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>301 The City Dr. South</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-6</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1275 Berkeley Ave.</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-9</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>840 N. Fekloff</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-2</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1770 N. Broadway</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-3</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1001 S. Grand Ave</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-4</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>4601 Jamboree Rd.</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-7</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1535 E. Orangewood</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-5</td>
<td>100mg-E</td>
<td>1400 S. Grand Ave</td>
<td>Solano DR Site</td>
<td>1</td>
<td>$5,725.60 (10% included in cost)</td>
</tr>
<tr>
<td>Fixed/Tiered</td>
<td></td>
<td>1400 S. Grand Ave</td>
<td>Non-Recurring Charge of $3,250.00 for Fiber 5</td>
<td>1</td>
<td>$7,480.00 (10% included in cost)</td>
</tr>
</tbody>
</table>

   **Subtotal** | $42,101.60
   **Less: 10% discount** | $2,889.60
   **Total Monthly Cost** | $39,212.00

   Note: Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations.

   Fee reduction for Contractor’s failure to notify County of planned and unplanned service interruptions reduction in available circuit capacity, delays in repair or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30 day) period:
### 3. PAYMENT TERMS

**Initial Set-up:** Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

**Monthly Service:** Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or service not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

### 4. PAYMENT/INVOICING/INSTRUCTIONS:

The Contractor will provide an invoice on Contractor’s letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor’s name and address
2. Contractor’s remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be added as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total

Invoices and support documentation are to be forwarded to:

County of Orange  
1501 E. Saint Andrew Place, Suite 200  
Santa Ana, CA 92705  
Attn: Accounts Payable
AMENDMENT NO. 7
TO
CONTRACT NUMBER N1000008297 AS MA-017-10011150
FOR
WIDE AREA NETWORK TRANSPORT SERVICES
FOR
ORANGE COUNTY

This Amendment Number Seven (hereinafter “Amendment”) is made and entered into by the County of Orange, a political subdivision of the State of California, (hereinafter referred to as “County”) and tw telecom holdings inc., with its principal place of business at 10475 Park Meadows Drive, Littleton, CO 80124, (hereinafter referred to as “Contractor”), which may be referred individually as “Party” or collectively as “Parties”.

WHEREAS, County and Contractor executed Contract N1000008297 for wide area network transport services for a three-year term commencing November 13, 2006, hereinafter “Contract”; and

WHEREAS, the Parties issued Amendment Number One to amend Attachment A of the Contract; and

WHEREAS, the Parties issued Amendment Number Two to renew the Contract as number MA-017-10011150 for an additional year effective November 14, 2009 through and including November 13, 2010, and amend Attachment B to reflect amended pricing;

WHEREAS, the Parties issued Amendment Three to extend the Contract for an additional year effective November 14, 2010 through and including November 13, 2011, amend Attachment B to reflect amended pricing, and change vendor name from Time Warner Telecom Holdings, Inc. to TW Time Warner Holdings, Inc.;

WHEREAS, the Parties issued Amendment Four to extend the Contract for an additional year effective November 14, 2011 through and including November 13, 2012, reduce the contract amount by 10% for the period effective July 1, 2011 through and including November 13, 2012; and change vendor name to tw telecom holdings inc.;

WHEREAS, the Parties issued Amendment Five to increase internet band width in the amount of $32,305.00 effective September 1, 2011 through November 13, 2012;

WHEREAS, the Parties issued Amendment Six to upgrade the data circuit between Solano Disaster Recovery Site and the County Wide Area Network in the amount of $71,957.20 effective November 1, 2011 through November 13, 2012;

WHEREAS, the Parties desire to issue Amendment Seven to extend the Contract for an additional year effective November 14, 2012 through and including November 13, 2013.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows:

1. The term of contract N1000008297, now MA-017-10011150, is extended for a period of one year, thereby extending the Contract period effective November 14, 2012 through and including November 13, 2013, unless otherwise terminated by County.
2. The total Contract Amount for the period November 14, 2012 through November 13, 2013 shall not exceed $457,728.00.

3. A true and correct copy of Attachment B Cost/Compensation for Contractor Services is attached.

Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract and its amendments are incorporated by this reference as if fully set forth herein and shall remain in full force and effect as amended herein.
In WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

**tw telecom holdings inc.**

**DATE:** 10-4-12  
**SIGNATURE:**  
**PRINT NAME:** Tim Davis  
**TITLE:** SVP Deputy General Counsel

**DATE:** 10/4/12  
**SIGNATURE:** Will Freeman  
**PRINT NAME:** Will Freeman  
**TITLE:** EVP

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer or any assistant treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.*

---

**COUNTY OF ORANGE**

A political Subdivision of the State of California

**SIGNATURE:** Grace Gutierrez  
**PRINT NAME:** Grace Gutierrez  
**TITLE:** Deputy Purchasing Agent  
**DATE:** 10/30/12

**APPROVED AS TO FORM**

County Counsel  
John H. Abbott, Deputy

Approved by Board of Supervisors on: 10/30/12
ATTACHMENT B

COST/COMPENSATION FOR CONTRACTORS SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. SERVICE PURCHASE

Contractor shall supply the following service for the period November 14, 2012 through and including November 13, 2013, less 10% discount, except as noted below:

<table>
<thead>
<tr>
<th>Circuit Label</th>
<th>Type</th>
<th>From Address</th>
<th>To Address</th>
<th>Qty</th>
<th>Total Monthly Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber-14</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>301 The City Dr. South</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-6</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1275 Berkeley Ave.</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-9</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>840 N. Belkoff</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-2</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1770 N. Broadway</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-3</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1001 S. Grand Ave.</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-4</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>4601 Jamboree Rd.</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-7</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1535 E. Orangewood</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-5</td>
<td>100mg-E</td>
<td>1400 S. Grand Ave</td>
<td>Solano DR Site</td>
<td>1</td>
<td>$5,725.60 (10% included in cost)</td>
</tr>
<tr>
<td>Fixed/Tiered EIS w/Gig Port</td>
<td>1400 S. Grand Ave</td>
<td>Non-Recurring Charge of $3,250.00 for Fiber 5</td>
<td>1</td>
<td>$6,412.00 (10% included in cost)</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal: $41,033.60

Less: 10% discount: $2,889.60

Total Monthly Cost: $38,144.00

Note: *Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations.

Fee reduction for Contractor’s failure to notify County of planned and unplanned service interruptions, reductions in available circuit capacity, delays in repair or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30) day period:
3. PAYMENT TERMS

_initial Set-up:_ Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or service not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. PAYMENT/INVOICING/INSTRUCTIONS: The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be added as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total

Invoices and support documentation are to be forwarded to:

County of Orange
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
County of Orange
tw telecom holdings inc.

Attn: Accounts Payable

Price Agreement No. N1000008297
Service Modification Order Form

This Service Order is entered into by tw telecom holdings inc. by and through its wholly owned subsidiaries that are certified to provide the services being ordered hereunder (collectively "TWTC") and

County of Orange
("Customer"), and is effective upon execution both by Customer and TWTC. TWTC will remain responsible for the performance of its subsidiaries under this Service Order, which own and operate the telecommunications facilities. If there is a conflict between this Service Order and the prior agreement(s) for the services being modified or renewed, this Service Order shall prevail over the prior agreement and any applicable tariff.

Monthly Recurring Charge (MRC): $38,144.00
Non-Recurring Charge (NRC): $0.00

Customer and the individual signing below represent that such individual has the authority to bind Customer to this Service Order.

tw telecom holdings inc.

Signature: __________________________
Print Name: ________________________
Title: _____________________________
Date: ______________________________
Sales Person: Ronald Mills

Customer: __________________________
Signature: _________________________
Print Name: Grace Gutierrez
Title: Deputy Purchasing Agent
Date: X 1/30/12

Renewal Form

Except as amended in this Service Order, all existing terms and conditions relating to the renewed Services remain in full force and effect.

The Renewal Term will commence on the date that this Service Order is implemented by TWTC.

Any services that are part of the original Service Order for the services listed below, but are not themselves listed, are also renewed for the same Renewal Term, and for their original MRCs or usage rates.

Disconnect Notices: If Customer is disconnecting Services for any reason, it must deliver notice to TWTC either by facsimile to 303-803-9658 or by email to "CustomerCare@telecom.com". Notice by facsimile or email is deemed given when delivered.

Automatic Renewal: Upon expiration of the Term of this Service Order, the Term for services will automatically renew for successive 12-month terms (or as otherwise stated in the Standard Terms and Conditions if applicable, or Original agreement with County of Orange) unless either party notifies the other in writing thirty (30) days prior to the expiration of the then current term that it wishes to terminate the service.

<table>
<thead>
<tr>
<th>Service Address #1</th>
<th>1400 South Grand Avenue; Santa Ana, CA 92705</th>
</tr>
</thead>
<tbody>
<tr>
<td>Renewal Term</td>
<td>12 Months</td>
</tr>
<tr>
<td>Order Notes</td>
<td>Simple Renewal Only-No technical changes rates remain the same. Service Site 1400 S Grand Avenue; Santa Ana.</td>
</tr>
<tr>
<td>Service Name</td>
<td>Circuit ID (if applicable)</td>
</tr>
<tr>
<td>Internet Transport</td>
<td>46/KFFN/101450/TWCS</td>
</tr>
<tr>
<td>Internet Bandwidth Access</td>
<td>46/KFFN/101450/TWCS</td>
</tr>
<tr>
<td>Sub-Total</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Address #2</th>
<th>840 ECKHOFF, ORANGE, CA 92868</th>
</tr>
</thead>
<tbody>
<tr>
<td>Renewal Term</td>
<td>12 Months</td>
</tr>
<tr>
<td>Order Notes</td>
<td>Simple Renewal Only-No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705</td>
</tr>
<tr>
<td>Service Name</td>
<td>Circuit ID (if applicable)</td>
</tr>
<tr>
<td>Native LAN - Elite</td>
<td>46/KFFN/101422/TWCS</td>
</tr>
<tr>
<td>Sub-Total</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Address #3</th>
<th>1275 BERKELEY, FULLERTON CA 92832</th>
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</thead>
<tbody>
<tr>
<td>Renewal Term</td>
<td>12 Months</td>
</tr>
<tr>
<td>Order Notes</td>
<td>Simple Renewal Only-No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705</td>
</tr>
<tr>
<td>Service Name</td>
<td>Circuit ID (if applicable)</td>
</tr>
<tr>
<td>Native LAN - Elite</td>
<td>46/KFFN/101420/TWCS</td>
</tr>
<tr>
<td>Sub-Total</td>
<td></td>
</tr>
<tr>
<td>Service Address #4</td>
<td>1770 BROADWAY, SANTA ANA CA 92706</td>
</tr>
<tr>
<td>-------------------</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td><strong>Renewal Term</strong></td>
<td>12 Months</td>
</tr>
<tr>
<td><strong>Order Notes</strong></td>
<td>Simple Renewal Only-No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705</td>
</tr>
<tr>
<td><strong>Service Name</strong></td>
<td>Circuit ID (if applicable)</td>
</tr>
<tr>
<td>Native LAN - Elite</td>
<td>46/KFFN/101432/TWCS</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Address #5</th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>Renewal Term</strong></td>
<td>12 Months</td>
</tr>
<tr>
<td><strong>Order Notes</strong></td>
<td>Simple Renewal Only-No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705</td>
</tr>
<tr>
<td><strong>Service Name</strong></td>
<td>Circuit ID (if applicable)</td>
</tr>
<tr>
<td>Native LAN - Elite</td>
<td>46/KFFN/101431/TWCS</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Address #6</th>
<th>1595 ORANGEWOOD, ANAHEIM CA 92805</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Renewal Term</strong></td>
<td>12 Months</td>
</tr>
<tr>
<td><strong>Order Notes</strong></td>
<td>Simple Renewal Only-No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705</td>
</tr>
<tr>
<td><strong>Service Name</strong></td>
<td>Circuit ID (if applicable)</td>
</tr>
<tr>
<td>Native LAN - Elite</td>
<td>46/KFFN/101427/TWCS</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Address #7</th>
<th>4501 JAMBOREE, NEWPORT BEACH 92660</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Renewal Term</strong></td>
<td>12 Months</td>
</tr>
<tr>
<td><strong>Order Notes</strong></td>
<td>Simple Renewal Only-No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705</td>
</tr>
<tr>
<td><strong>Service Name</strong></td>
<td>Circuit ID (if applicable)</td>
</tr>
<tr>
<td>Native LAN - Elite</td>
<td>46/KFFN/101429/TWCS</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Address #8</th>
<th>301 THE CITY, ORANGE CA 92868</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Renewal Term</strong></td>
<td>12 Months</td>
</tr>
<tr>
<td><strong>Order Notes</strong></td>
<td>Simple Renewal Only-No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705</td>
</tr>
<tr>
<td><strong>Service Name</strong></td>
<td>Circuit ID (if applicable)</td>
</tr>
<tr>
<td>Native LAN - Elite</td>
<td>46/KFFN/101417/TWCS</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Address #9</th>
<th>12 Civic Center Plaza; Santa Ana, Ca 92701</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Renewal Term</strong></td>
<td>12 Months</td>
</tr>
<tr>
<td><strong>Order Notes</strong></td>
<td>Simple Renewal Only - ENLAN From 12 Civic Center Plaza; Santa Ana TO 675 Texas Street; Fairfield, CA 94533</td>
</tr>
<tr>
<td><strong>Service Name</strong></td>
<td>Circuit ID (if applicable)</td>
</tr>
<tr>
<td>ENLAN (7 Mason &amp; 1970 Broadway)</td>
<td>46/VLXX/104319/TWCS</td>
</tr>
<tr>
<td>Native LAN - Enterprise Switched Santa Ana, CA</td>
<td>46/KFFN/104320/TWCS</td>
</tr>
<tr>
<td>Native LAN - Enterprise Switched - Fairfield, CA</td>
<td>64/KFFN/103146/TWCS</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td></td>
</tr>
</tbody>
</table>
1. Increase internet bandwidth from 300Mbps to 350Mbps and increase Contract Amount by $11,748.00 for the period ending November 13, 2013.

2. A true and correct copy of Attachment B Cost/Compensation for Contractor Services is attached.

Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract and its amendments are incorporated by this reference as if fully set forth herein and shall remain in full force and effect as amended herein.
In WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

_Tw telecom holdings inc._

**DATE:** 12/19/12  
**SIGNATURE:** [Signature]  
**PRINT NAME:** Will Fredericksen  
**TITLE:** VP/EM

**DATE:** 12/19/12  
**SIGNATURE:** [Signature]  
**PRINT NAME:** Mark A. Peters  
**TITLE:** Executive Vice President, Chief Financial Officer

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

---

**COUNTY OF ORANGE**

A political Subdivision of the State of California

**SIGNATURE:** [Signature]  
**TITLE:** Deputy Purchasing Agent  
**DATE:** 12/19/12
ATTACHMENT B
COST/COMPENSATION FOR CONTRACTOR SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. SERVICE PURCHASE

Contractor shall supply the following service for the period ending November 13, 2013, less 10% discount, except as noted below:

<table>
<thead>
<tr>
<th>Circuit Label</th>
<th>Type</th>
<th>From Address</th>
<th>To Address</th>
<th>Qty</th>
<th>Total Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber-14</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>301 The City Dr. South</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-6</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1275 Berkeley Ave</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-9</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>840 N. Eckliff</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-2</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1770 N. Broadway</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-3</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1001 S. Grand Ave</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-4</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>4601 Jamboree Rd</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-7</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1535 E. Orangebrook</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-5</td>
<td>100mg-E</td>
<td>1400 S. Grand Ave</td>
<td>Solano DR Site</td>
<td>1</td>
<td>$5,725.60 (10% included in cost)</td>
</tr>
<tr>
<td>Fixed/Tiered</td>
<td>BIS w/Gig</td>
<td>Non-Recurring Charge of $3,250.00 for Fiber 5</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Port</td>
<td></td>
<td>&lt;Gigabit Internet circuit&gt; 350mbps (from 300mg)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal: $42,101.60
Less: 10% discount: $2,889.60
Total Monthly Cost: $39,212.00

Note: *Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations.

Fee reduction for Contractor’s failure to notify County of planned and unplanned service interruptions reduction in available circuit capacity, delays in repair or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30 day) period:
3. PAYMENT TERMS

Initial Set-up: Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or service not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services invoiced or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. PAYMENT/INVOICING/INSTRUCTIONS: The Contractor will provide an invoice on Contractor’s letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor’s name and address
2. Contractor’s remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be added as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total

Invoices and support documentation are to be forwarded to:

County of Orange
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Accounts Payable
AMENDMENT NO. 6
TO
CONTRACT NUMBER N100008297 AS MA-017-10011150
FOR
WIDE AREA NETWORK TRANSPORT SERVICES
FOR
ORANGE COUNTY

This Amendment Number Six (hereinafter "Amendment") is made and entered into by the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and tw telecom holdings inc., with its principal place of business at 10475 Park Meadows Drive, Littleton, CO 80124, (hereinafter referred to as "Contractor"), which may be referred individually as "Party" or collectively as "Parties".

WHEREAS, County and Contractor executed Contract N100008297 for wide area network transport services for a three-year term commencing November 13, 2006, hereinafter "Contract"; and

WHEREAS, the Parties issued Amendment Number One to amend Attachment A of the Contract;

WHEREAS, the Parties issued Amendment Number Two to renew the Contract as number MA-017-10011150 for an additional year effective November 14, 2009 through and including November 13, 2010, and amend Attachment B to reflect amended pricing;

WHEREAS, the Parties issued Amendment Three to extend the Contract for an additional year effective November 14, 2010 through and including November 13, 2011, amend Attachment B to reflect amended pricing, and change vendor name from Time Warner Telecom Holdings, Inc. to TW Time Warner Holdings, Inc.;

WHEREAS, the Parties issued Amendment Four to extend the Contract for an additional year effective November 14, 2011 through and including November 13, 2012, reduce the contract amount by 10% for the period effective July 1, 2011 through and including November 13, 2012; and change vendor name to tw telecom holdings inc.;

WHEREAS, the Parties issued Amendment Five to increase internet bandwidth in the amount of $32,305.00 effective September 1, 2011 through November 13, 2012.

WHEREAS, the Parties desire to issue Amendment Six to upgrade the data circuit between Solano Disaster Recovery Site and the County Wide Area Network in the amount of $71,957.20 effective November 1, 2011 through November 13, 2012.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows;

1. Effective November 1, 2011, Contractor shall provide a 100mg-E data circuit between the County Wide Area Network and the Solano Disaster Recovery Site.

2. The total Contract Amount for the period November 1, 2011 through November 13, 2012 is increased by $71,957.20.
3. A true and correct copy of Attachment B Cost/Compensation for Contractor Services is attached.

Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract and its amendments are incorporated by this reference as if fully set forth herein and shall remain in full force and effect as amended herein.
IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

\[tw telecom holdings, inc.*\]:

**DATE:** 08-26-2011  
**SIGNATURE:** [Signature]  
**PRINT NAME:** Tina Davis  
**TITLE:** Assistant Secretary

**DATE:** 9/26/11  
**SIGNATURE:** [Signature]  
**PRINT NAME:** [Signature]  
**TITLE:** GM/VP

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

---

**COUNTY OF ORANGE**
A political subdivision of the State of California  
**SIGNATURE:** [Signature]  
**TITLE:** Contracts Manager  
**DATE:** 10/4/11

Approved as to form  
Office of the County Counsel  
Orange County, California  
**DATE:** 09-26-11

**BY:** [Signature]  
Deputy County Counsel

Approved by Board of Supervisors on: 10/4/11
ATTACHMENT B

COST/COMPENSATION FOR CONTRACTOR SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. INITIAL SERVICE PURCHASE

   Contractor shall supply the following service for the period November 14, 2010 through and including November 13, 2012, less 10% for the period July 1, 2011 through and including November 13, 2012, except as noted below:

<table>
<thead>
<tr>
<th>Circuit Label</th>
<th>Type</th>
<th>From Address</th>
<th>To Address</th>
<th>Qty</th>
<th>Total Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber-14</td>
<td>1GigE</td>
<td>1400 S. Grand Ave</td>
<td>301 The City Dr. South</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-6</td>
<td>1GigE</td>
<td>1400 S. Grand Ave</td>
<td>1275 Berkeley Ave.</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-9</td>
<td>1GigE</td>
<td>1400 S. Grand Ave</td>
<td>840 N. Eckhoff</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-2</td>
<td>1GigE</td>
<td>1400 S. Grand Ave</td>
<td>1770 N. Broadway</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-3</td>
<td>1GigE</td>
<td>1400 S. Grand Ave</td>
<td>1001 S. Grand Ave.</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-4</td>
<td>1GigE</td>
<td>1400 S. Grand Ave</td>
<td>4601 Jamboree Rd.</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-7</td>
<td>1GigE</td>
<td>1400 S. Grand Ave</td>
<td>1535 B. Orangewood</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-5</td>
<td>100mgE</td>
<td>1400 S. Grand Ave</td>
<td>Solano DR Site (effective 11/1/11 through 11/13/12)</td>
<td>1</td>
<td>$5,725.60 (10% included in cost)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Non-Recurring Charge of $3,250.00 for Fiber 5</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Fixed/Tiered EIS w/Gig Port</td>
<td>1400 S. Grand Ave</td>
<td>&lt;Gigabit Internet circuit&gt; (increased from 100mg to 300mg effective 9/1/2011 through 11/13/2012)</td>
<td></td>
<td>$4,750.00 ($6,412.00 monthly cost effective 9/1/11 through 11/13/2012 10% included in cost)</td>
<td></td>
</tr>
</tbody>
</table>

|               |        |                    | Total                        | 1   | $33,686.00 ($35,308.00 effective 9/1/11 through 11/13/2012) ($41,033.60 effective 11/1/11 through 11/13/2012) |

4
County of Orange
rw telecom holdings, inc

Price Agreement No. N1000008297

Note: *Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations.

Fee reduction for Contractor's failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repair or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30) day period:
<table>
<thead>
<tr>
<th>Per Service Outage</th>
<th>Percentage Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 minute (99.00% availability)</td>
<td>No credit</td>
</tr>
<tr>
<td>1 minute up to 4 hours</td>
<td>5% of the MRC</td>
</tr>
<tr>
<td>4 hours up to 8 hours</td>
<td>10% of the MRC</td>
</tr>
<tr>
<td>8 hours up to 12 hours</td>
<td>15% of the MRC</td>
</tr>
<tr>
<td>12 hours up to 16 hours</td>
<td>20% of the MRC</td>
</tr>
<tr>
<td>16 hours up to 24 hours</td>
<td>35% of the MRC</td>
</tr>
<tr>
<td>24 hours or greater</td>
<td>50% of the MRC</td>
</tr>
</tbody>
</table>
3. **PAYMENT TERMS**

**Initial Set-up:** Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

**Monthly Service:** Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be made 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover service and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or service not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. **PAYMENT/INVOICING INSTRUCTIONS:** The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice shall have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be added as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total

Invoices and support documentation are to be forwarded to:

County of Orange  
1501 E. Saint Andrew Place, Suite 200  
Santa Ana, CA 92705  
Attn: Account Payable
# Extended NLAN Service Order Form

## Customer Information

<table>
<thead>
<tr>
<th>Select Order Activity</th>
<th>Status of Contract</th>
<th>TWTC Standard Terms and Conditions</th>
<th>TWTC Master Service Agreement</th>
<th>On File</th>
<th>Date filed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>New</td>
<td>On File</td>
<td>Attached</td>
<td></td>
<td>11/14/06</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Customer Name</th>
<th>Service Address</th>
<th>City, County, State, Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>County of Orange</td>
<td>12 Civic Center Plaza</td>
<td>Santa Ana, CA 92701</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Billing Address</th>
<th>City, County, State, Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>268314</td>
<td>County of Orange</td>
<td>Santa Ana, CA 92705</td>
</tr>
</tbody>
</table>

## Extended NLAN Service Information

**Product Name:** Basic ENLAN

**Type of Service:** Point-to-Point ENLAN

<table>
<thead>
<tr>
<th>Product Name</th>
<th>Bandwidth Type</th>
<th>Configuration</th>
<th>VLAN Tag Service</th>
<th># of ONePorts</th>
<th>COS Service Package</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enterprise SNLAN</td>
<td>Shared</td>
<td>Point-to-Point</td>
<td>Unlimited Tagged Service (UTS)</td>
<td>2</td>
<td>Basic</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10M Port</td>
<td>100M Port</td>
</tr>
</tbody>
</table>

## Pricing and Charge Summary

- **Total Monthly Recurring Charge (MRC):** $5,725.60
- **Total Non-Recurring Charge (NRC):** $3,250.00

- **Contract Term (Mo):** 12 Months
- **Percentage of Interstate Usage (PIU):** 0%

**ICB Number:** CCHN-8880M9

Additional charges may be assessed if Customer causes a delay in installation or if wiring is required between the service address and the network demarcation point.

---

**Remarks**

TERM: The term of this Service Order shall be co-terminus with Customer's WAN Services and shall terminate on November 14, 2012.

ENLAN Service from Orange County to Solano County Data Center, 100Mbps bandwidth, and GigE Ports at both sites - Optical Handoff with Multi-Mode Fiber per customer request. Steven Huang email of 8/10. County of Orange will be required to EXTEND DMARK AT Solano DATA CENTER AND PROVIDE RACK SPACE for TW telecom at same site. TW will extend DMARK at Orange county site, 12 Cvc.

Standard Maintenance Windows: TWTC may perform routine network maintenance between 12:01 AM and 6:00 AM local time, Monday through Sunday. TWTC may extend or schedule additional windows if necessary.

Customer approves and accepts this Ethernet LINE/Native LAN/Extended NLAN/Regional Ethernet Service Order, which fully incorporates the associated TWTC Standard Terms and Conditions or the Master Service Agreement referred to on Main page and the VLAN Tag Service Order. Desired installation Date for each order is subject to TWTC internal provisioning intervals, which are specific to service type, quantity, location and availability. Provisioning interval begins after receipt of signed order and any other required documentation. The TWTC account person will provide a firm due date to customer upon receipt of all required information. Customer acknowledges that the individual executing this Order on Customer's behalf has full and complete authority to bind Customer.

---

**tw telecom holdings Inc.**

**Signature:** 

**Name:** William Frederickson

**Title:** VP/GM

**Date:** 

**Salesperson:** Ronald Miller

---

**Customer: County of Orange**

**Signature:** 

**Name:** Paula Kielich

**Title:** IT Contracts Manager

**Date:** 10/4/11

---

Version 5.5 Revised 8-24-11

tw telecom - Confidential

Page 81 of 136
## ENLAN Metro Location Information

<table>
<thead>
<tr>
<th>City Name</th>
<th>O.C. Home</th>
<th>Oakland</th>
<th>Select City?</th>
<th>Send City?</th>
</tr>
</thead>
<tbody>
<tr>
<td>PORT NRC</td>
<td>$ 560.00</td>
<td>$ 575.00</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Service / Bandwidth NRC</td>
<td>$ 668.90</td>
<td>$ 683.90</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Bandwidth NRC</td>
<td>$ 1,500.00</td>
<td>$ 1,760.00</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Type 2 NRC</td>
<td>$ 0.00</td>
<td>$ 1,717.00</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Type 2 NRC</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ -</td>
<td>$ -</td>
</tr>
</tbody>
</table>

## Remarks
ENLAN Service from Orange County to Solano County Data Center, 100mb bandwidth, and GigE Ports at both sites - Optical Handoff with Multi-Mode Fiber per customer request Steven Huang email of 6/10. County of Orange will be required to EXTEND DMARK AT Solano DATA CENTER AND PROVIDE RACK SPACE for TW telecom at same site. TW will extend DMARK at Orange county site, 12 Civic.
# ENLAN Virtual Port Location Information

<table>
<thead>
<tr>
<th>Port Location &amp; MAC Addr</th>
<th>O.C./Inhme</th>
<th>MAC Addr</th>
<th>Oakland</th>
<th>MAC Addr</th>
<th>Select Next City?</th>
<th>MAC Addr</th>
<th>Select Next City?</th>
<th>MAC Addr</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bandwidth Speed</td>
<td>100 Mbps</td>
<td>100 Mbps</td>
<td>Select</td>
<td>Select</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C0 Location</td>
<td>7 Mason; Irvine, CA</td>
<td>1970 Broadway; Oakland, CA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Physical Address</td>
<td>7 Mason; Irvine, CA</td>
<td>1970 Broadway; Oakland, CA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City, County</td>
<td>7 Mason; Orange County</td>
<td>1970 Broadway</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State, ZIP</td>
<td>California 92618</td>
<td>California 94612</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demarc/Rrn/Flr</td>
<td>Central Office</td>
<td>Central Office</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Classification Method</td>
<td>802.1P</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>(925) 953-7040</td>
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</tbody>
</table>

## Remarks
ENLAN Service from Orange County to Solano County Data Center. 100mb bandwidth, and GigE Ports at both sites - Optical Handoff with Multi-Mode Fiber per customer request Steven Huang email of 6/10. County of Orange will be required to EXTEND DMARK AT Solano DATA CENTER AND PROVIDE RACK SPACE for TW telecom at same site. TW will extend DMARK at Orange county site, 12 Civic.
Switched NLAN Service Addendum

General Terms: Customer acknowledges and agrees to all of the special terms and conditions herein relating to TWTC's Switched Native LAN Service. Customer also agrees to TWTC's Standard Terms and Conditions or the Master Service Agreement attached hereto and incorporated by this reference.

Service: The Switched NLAN (SNLAN) service is a switched Ethernet service that incorporates data switching technology into the product through the use of Ethernet switches in the TWTC network. This is a best-effort service that allows multiple Customers to access a shared, oversubscribed metro Ethernet infrastructure through Ethernet ports that are unique to each individual Customer and its locations. The SNLAN service will accept and carry both (1) Tagged and (2) Untagged Ethernet traffic from the Customer. If the TWTC Individual Tag Service (ITS) is required by the Customer, the Customer agrees to the Individual Tag numbers (VLAN IDs) assigned by TWTC to be carried across the TWTC network. These tags are identified and ordered through completion of the NLAN VLAN Tag Order form.

Service Configuration: The primary TWTC deployment involves placing an Ethernet switch in TWTC's Central Office (CO) with Ethernet switches located at each Customer location. The CO Ethernet switch and the switches deployed on the Customer premises are interconnected using fiber 1-Gigabit and/or 10-Gigabit Ethernet links. In some instances, Customer end-user ports may be offered from transport (SONET-based) equipment. These corresponding connections are carried over the SONET infrastructure to the TWTC CO Ethernet switch, where they interconnect to the switched Ethernet network with other locations.

Maintenance: TWTC manages all TWTC SNLAN equipment remotely from the TWTC Network Operations Center (NOC). If Customer experiences service issues, the Customer must call the NOC in Greenwood Village, Colorado and describe the service issue. Problem identification, troubleshooting, and resolution are performed remotely by TWTC NOC personnel. In selected cases, service issue resolution may involve the NOC contacting the City Operations for assistance and/or dispatch of a technician.

TWTC Responsibilities:

1. TWTC will install and maintain the Ethernet switch equipment necessary for the SNLAN service.
2. Equipment deployed for backup power at Customer locations is owned and managed by TWTC unless otherwise stated per agreement with the Customer and/or said equipment is deployed and owned by the Customer.

Customer Responsibilities:

1. Customer is responsible for providing a secure environment in which to locate the equipment.
2. Customer is responsible for providing primary power for the SNLAN equipment.

If a service issue results from Customer not meeting the responsibilities set forth above, Customer will continue to be billed for the service and in addition will pay any applicable charges associated with service resolution.

Remarks

SNLAN Service from Orange County to Solano County Data Center: 100mb bandwidth, and 4981 ports at both sites - Optical Handoff with Multi-Mode Fiber per customer request - Customer will be required to EXTEND DMARK at Solano DATA CENTER AND PROVIDE RACK SPACE for tw telecom at same site. TW will extend DMARK at Orange county site, 12 GwC.
## VLAN Tag Service Order Form

### VLAN Tag Order Information

<table>
<thead>
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### Tag Number and Activity Information

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### Remarks

ENLAN Service from Orange County to Solano County Data Center. 100mb bandwidth, and GigE Ports at both sites. Optical Handoff with Multi-Mode Fiber per customer request Steven Huang email of 6/10. County of Orange will be required to EXTEND DMARK AT Solano DATA CENTER AND PROVIDE RACK SPACE for TW telecom at same site. TW will extend DMARK at Orange county site, 12 Civic.

Customer approves and accepts this VLAN Tag Service Order, which fully incorporates the associated TWTC Standard Terms and Conditions or the Master Service Agreement referred to above and the Native UAN/Extended UAN/Regional Ethernet Service Order. The VLAN Tag Service may not support certain layer 2 Tunneling Protocols (e.g., PPP, VTP, STP) depending on the transport methodology used to deliver the Ethernet LINE/Native UAN/Extended UAN/Regional Ethernet Service. Desired Installation Date for each order is subject to TWTC internal provisioning intervals, which are specific to service type, quantity, location and availability. Provisioning interval begins after receipt of signed order and any other required documentation. The TWTC account person will provide a firm due date to customer upon receipt of all required information. Customer acknowledges that the individual executing this Order on Customer's behalf has full and complete authority to bind Customer.

**tw telecom holdings inc.**

**Signature:**

**Name (printed):** William Frederickson

**Title:** VP / GM

**Date:**

**Salesperson:** Ronald Mills

---

**Customer:**

**Signature:**

**Name (printed):** Paula Kiehl

**Title:** IT Contracts Manager

**Date:**

---

*Version 5.5 Revised 6-30-11*  
*tw telecom - Confidential*  
*Page 85 of 136*
AMENDMENT NO. 5
TO
CONTRACT NUMBER N1000008297 AS MA-017-10011150
FOR
WIDE AREA NETWORK TRANSPORT SERVICES
FOR
ORANGE COUNTY

This Amendment Number Five (hereinafter “Amendment”) is made and entered into by the County of Orange, a political subdivision of the State of California, (hereinafter referred to as “County”) and tw telecom holdings inc., with its principal place of business at 10475 Park Meadows Drive, Littleton, CO 80124, (hereinafter referred to as “Contractor”), which may be referred individually as “Party” or collectively as “Parties”.

WHEREAS, County and Contractor executed Contract N1000008297 for wide area network transport services for a three-year term commencing November 13, 2006, hereinafter “Contract”; and

WHEREAS, the Parties issued Amendment Number One to amend Attachment A of the Contract;

WHEREAS, the Parties issued Amendment Number Two to renew the Contract as number MA-017-10011150 for an additional year effective November 14, 2009 through and including November 13, 2010, and amend Attachment B to reflect amended pricing;

WHEREAS, the Parties issued Amendment Three to extend the Contract for an additional year effective November 14, 2010 through and including November 13, 2011, amend Attachment B to reflect amended pricing, and change vendor name from Time Warner Telecom Holdings, Inc. to TW Time Warner Holdings, Inc.;

WHEREAS, the Parties issued Amendment Four to extend the Contract for an additional year effective November 14, 2011 through and including November 13, 2012, reduce the contract amount by 10% for the period effective July 1, 2011 through and including November 13, 2012; and change vendor name to tw telecom holdings inc.;

WHEREAS, the Parties desire to issue Amendment Five to increase internet bandwidth in the amount of $32,305.00 effective September 1, 2011 through November 13, 2012.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows;

1. Effective September 1, 2011 through November 13, 2012, increase internet bandwidth from 200mg to 300mg.

2. The total Contract Amount for the period September 1, 2011 through November 13, 2012 is increased by $32,305.00.

3. A true and correct copy of Attachment B Cost/Compensation for Contractor Services is attached.
4. Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract as amended shall remain in full force and effect as amended herein.
IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

**tw telecom holdings inc:**

**DATE:** __________

**SIGNATURE:** [Signature]

**PRINT NAME:** Tina Davis

**TITLE:** Senior Vice President

**DATE:** 9/8/11

**SIGNATURE:** [Signature]

**PRINT NAME:** Will F. Meriwether

**TITLE:** VP/GM

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.*

---

**COUNTY OF ORANGE**

A political subdivision of the State of California

**SIGNATURE:** [Signature]

**TITLE:** Contracts Manager

**DATE:** 9/8/11
ATTACHMENT B

COST/COMPENSATION FOR CONTRACTOR SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. INITIAL SERVICE PURCHASE

Contractor shall supply the following service for the period November 14, 2010 through and including November 13, 2012, less 10% for the period July 1, 2011 through and including November 13, 2012, except as noted below:

<table>
<thead>
<tr>
<th>Circuit Label</th>
<th>Type</th>
<th>From Address</th>
<th>To Address</th>
<th>Qty</th>
<th>Total Monthly</th>
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<tbody>
<tr>
<td>Fiber-14</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>301 The City Dr. South</td>
<td>1</td>
<td>$4,128.00</td>
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<td>Fiber-6</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1275 Berkeley Ave.</td>
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<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>840 N. Eichhoff</td>
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<td>$4,128.00</td>
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<td>Fiber-2</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1770 N. Broadway</td>
<td>1</td>
<td>$4,128.00</td>
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<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1001 S. Grand Ave.</td>
<td>1</td>
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<td>Fiber-4</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>4601 Jamboree Rd.</td>
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<td>$4,128.00</td>
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<td>Fiber-7</td>
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<td>1400 S. Grand Ave</td>
<td>1535 E. Orangewood</td>
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<td>$4,128.00</td>
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<tr>
<td>Fixed/Tiered BIS w/Gig Port</td>
<td>Fixed/Tiered BIS w/Gig Port</td>
<td>&lt;Gigabit Internet circuit&gt; (increased from 100mg to 300mg effective 9/1/2011 through 11/13/2012)</td>
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<td>$4,750.00 ($6,112.00 monthly cost effective 9/1/13 through 11/13/2012 10% included in cost)</td>
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Total: 1 | $33,646.00 ($35,390.00 effective 9/1/13 through 11/13/2012)

Note: *Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations

Fee reduction for Contractor's failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repair or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30) day period:
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<th>Per Service Outage</th>
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<td>Less than 1 minute (99.00% availability)</td>
<td>No credit</td>
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<tr>
<td>1 minute up to 4 hours</td>
<td>5% of the MRC</td>
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<tr>
<td>4 hours up to 8 hours</td>
<td>10% of the MRC</td>
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<td>8 hours up to 12 hours</td>
<td>15% of the MRC</td>
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<td>12 hours up to 16 hours</td>
<td>20% of the MRC</td>
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<tr>
<td>16 hours up to 24 hours</td>
<td>35% of the MRC</td>
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<tr>
<td>24 hours or greater</td>
<td>50% of the MRC</td>
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</tbody>
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3. PAYMENT TERMS

Initial Set-up: Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover service and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or service not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. PAYMENT/INVOICING INSTRUCTIONS: The Contractor will provide an invoice on Contractor’s letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor’s name and address
2. Contractor’s remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be added as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total

Invoices and support documentation are to be forwarded to:

County of Orange
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Account Payable
**Service Modification Order Form**

This Service Order is entered into by tw telecom holdings inc. and by and through its wholly owned subsidiaries that are certified to provide the services being ordered hereunder (collectively "TWTC") and

Customer: County of Orange

("Customer"), and is effective upon execution both by Customer and TWTC. TWTC will remain responsible for the performance of its subsidiaries under this Service Order, which owns and operates the telecommunications facilities. If there is a conflict between this Service Order and the prior agreement(s) for the services being modified or renewed, this Service Order shall prevail over the prior agreement and any applicable tariff.

Monthly Recurring Charge (MO): $6,412.00  Non-Recruing Charge (NRC): $550.00

Customer and the individual signing below represent that such individual has the authority to bind Customer to this Service Order,

**For telecom holding inc.**

Signature: [Signature]

Print Name: [Print Name]

Title: [Title]

Date: [Date]

Sales Person: [Sales Person]

**For County of Orange**

Signature: [Signature]

Print Name: [Print Name]

Title: [Title]

Date: [Date]

**Change Form**

Customer agrees this modification only affects the specific services listed below. Except as modified by this Service Modification, the contract described below remains in full force and effect. **"Additional services in line with original contract will be onomnibus to initial, line services."**

Account Number: [Account Number]  ICB #: [ICB #]  Expedite: [Expedite]

Contract Type: [Contract Type]  Date Original Contract: [Date Original Contract]

**General Requested Service Modification**

Customer has existing Service On Net with existing GigE port, No CoS, and 200mb bandwidth. This Order is to Upgrade Bandwidth from 200 mb to 300 mb. No other changes apply to this request. Current Circuit ID associated with Service: 460FFWV1401450TWCS. (Customer notice is reference billing) CURRENT MONTHLY BILLING FOR 200MB: $6,412.00 BANDWIDTH TIMES INCREASE FROM 200 MB TO 300 MB. TOTAL NEW MONTHLY BILLING $6,412.00. NON RECURRING FEE: $550.00

**Service Address 81**

1400 South Grand Avenue, Santa Ana, California 92705

**Order Activity**

Upgrade

**Order Notes**

Customer has existing Service On Net with existing GigE port, No CoS, and 200mb bandwidth. This Order is to Upgrade Bandwidth from 200 mb to 300 mb. No other changes apply to this request. Current Circuit ID associated with Service: 460FFWV1401450TWCS

**Service Name**

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<thead>
<tr>
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<th>Unit NRC</th>
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<td>$6,412.00</td>
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Sub-Total: $6,412.00  $550.00

**8x Intersate Rate (per Minute):**

NA  **8x Intersate Rate (per Minute):**

NA
AMENDMENT NO. 4
TO
CONTRACT NUMBER N1000008297 AS MA-017-10011150
FOR
WIDE AREA NETWORK TRANSPORT SERVICES
FOR
ORANGE COUNTY

This Amendment Number Four (hereinafter “Amendment”) is made and entered into by the County of Orange, a political subdivision of the State of California, (hereinafter referred to as “County”) and tw telecom holdings inc., with its principal place of business at 10475 Park Meadows Drive, Littleton, CO 80124, (hereinafter referred to as “Contractor”), which may be referred individually as “Party” or collectively as “Parties”.

WHEREAS, County and Contractor executed Contract N1000008297 for wide area network transport services for a three-year term commencing November 13, 2006, hereinafter “Contract”; and

WHEREAS, the Parties issued Amendment Number One to amend Attachment A of the Contract;

WHEREAS, the Parties issued Amendment Number Two to renew the Contract as number MA-017-10011150 for an additional year effective November 14, 2009 through and including November 13, 2010, and amend Attachment B to reflect amended pricing;

WHEREAS, the Parties issued Amendment Three to extend the Contract for an additional year effective November 14, 2010 through and including November 13, 2011, amend Attachment B to reflect amended pricing, and change vendor name from Time Warner Telecom Holdings, Inc. to TW Time Warner Holdings, Inc.;

WHEREAS, the Parties desire to issue Amendment Four to extend the Contract for an additional year effective November 14, 2011 through and including November 13, 2012, reduce the contract amount by 10% for the period effective July 1, 2011 through and including November 13, 2012; and change vendor name to tw telecom holdings inc.;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows;

1. The term of the Contract N1000008297, now MA-017-10011150, is extended for a period of one year, thereby amending the Contract period effective November 14, 2011 through and including November 13, 2012, unless otherwise terminated by County.

2. The total Contract Amount for the period July 1, 2011 through and including November 13, 2011 will be reduced by 10% for an annual not to exceed amount of $388,611.30.

3. The total Contract Amount for the period November 14, 2011 through November 13, 2012 shall will be reduced by 10% for a not exceed amount of $363,376.80.

4. A true and correct copy of Attachment B Cost/Compensation for Contractor Services is attached.
Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract and its amendments are incorporated by this reference as if fully set forth herein and shall remain in full force and effect as amended herein.
IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

**tw telecom holdings inc.**

**DATE:** 5/10/2011  
**SIGNATURE:** John M. Bremmer  
**PRINT NAME:** Gina M. Bonner  
**TITLE:** RVP - Procurement

**DATE:**  
**SIGNATURE:** Tim Davis  
**PRINT NAME:** Tina Davis  
**TITLE:** Assistant Secretary

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.*

---

**COUNTY OF ORANGE**

**A political subdivision of the State of California**

**SIGNATURE:** Paula Birdwell  
**TITLE:** Contracts Manager  
**DATE:** 6/7/11

Approved by Board of Supervisors on: 6/7/11

Approved as to form  
Office of the County Counsel  
By:  
Deputy
ATTACHMENT B
COST/COMPENSATION FOR CONTRACTOR SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. INITIAL SERVICE PURCHASE

Contractor shall supply the following service for the period November 14, 2010 through and including November 13, 2012, less 10% for the period July 1, 2011 through and including November 13, 2012:

<table>
<thead>
<tr>
<th>Circuit Label</th>
<th>Type</th>
<th>From Address</th>
<th>To Address</th>
<th>Qty</th>
<th>Total Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber-14</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>301 The City Dr. South</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-6</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1275 Berkeley Ave.</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-9</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>840 N. Eckhoff</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-2</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1770 N. Broadway</td>
<td>1</td>
<td>$4,128.00</td>
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<tr>
<td>Fiber-3</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1001 S. Grand Ave.</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-4</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>4601 Jamboree Rd.</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-7</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1535 E. Orangewood</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fixed/Tiered</td>
<td>BIS w/Gig</td>
<td>1400 S. Grand Ave</td>
<td>&lt;Gigabit Internet circuit&gt;</td>
<td>1</td>
<td>$4,750.00</td>
</tr>
<tr>
<td>Port</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$33,646.00</strong></td>
</tr>
</tbody>
</table>

Note: *Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations.

Fee reduction for Contractor’s failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repair or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30) day period:

<table>
<thead>
<tr>
<th>Per Service Outage</th>
<th>Percentage Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 minute (99.00% availability)</td>
<td>No credit</td>
</tr>
<tr>
<td>1 minute up to 4 hours</td>
<td>5% of the MRC</td>
</tr>
<tr>
<td>4 hours up to 8 hours</td>
<td>10% of the MRC</td>
</tr>
<tr>
<td>8 hours up to 12 hours</td>
<td>15% of the MRC</td>
</tr>
<tr>
<td>12 hours up to 16 hours</td>
<td>20% of the MRC</td>
</tr>
<tr>
<td>16 hours up to 24 hours</td>
<td>35% of the MRC</td>
</tr>
<tr>
<td>24 hours or greater</td>
<td>50% of the MRC</td>
</tr>
</tbody>
</table>
3. PAYMENT TERMS

**Initial Set-up:** Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

**Monthly Service:** Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover service and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or service not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. PAYMENT/INVOICING INSTRUCTIONS: The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total

Invoices and support documentation are to be forwarded to:

County of Orange
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Account Payable
AMENDMENT NO. 3
TO
CONTRACT NUMBER N1000008297 AS MA-017-10011150
FOR
WIDE AREA NETWORK TRANSPORT SERVICES
FOR
ORANGE COUNTY

This Amendment Number Three (hereinafter “Amendment”) is made and entered into by the County of Orange, a political subdivision of the State of California, (hereinafter referred to as “County”) and TW Telecom Holdings, Inc., with its principal place of business at 10475 Park Meadows Drive, Littleton, CO 80124, (hereinafter referred to as “Contractor”), which may be referred individually as “Party” or collectively as “Parties”.

WHEREAS, County and Contractor executed Contract N1000008297 for wide area network transport services for a three-year term commencing November 13, 2006, hereinafter “Contract”; and

WHEREAS, the Parties issued Amendment Number One to amend Attachment A of the Contract;

WHEREAS, the Parties issued Amendment Number Two to renew the Contract as number MA-017-10011150 for an additional year effective November 14, 2009 through and including November 13, 2010, and amend Attachment B to reflect amended pricing;

WHEREAS, the County desires to issue Amendment Three to extend the Contract for an additional year effective November 14, 2010 through and including November 13, 2011, amend Attachment B to reflect amended pricing, and change vendor name from Time Warner Telecom Holdings, Inc. to TW Time Warner Holdings, Inc.;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows;

1. The term of the Contract N1000008297, now MA-017-10011150, is extended for a period of one year, thereby amending the Contract period effective November 14, 2010 through and including November 13, 2011, unless otherwise terminated by County.

2. The total Contract Amount for the period November 14, 2010 through November 13, 2011 shall not exceed $403,752.00.

3. A true and correct copy of Attachment B Cost/Compensation for Contractor Services is attached.

4. Except as otherwise expressly set forth herein, all terms and conditions contained in the Original Contract and its amendments/modification are incorporated by this reference as if fully set forth herein and shall remain in full force and effect as amended herein. All obligations of the parties that would have been terminated on November 13, 2010 are hereby extended to November 13, 2011.
IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

**TW TELECOM HOLDINGS, INC.*:**

**DATE:** 7/9/2010  
**SIGNATURE:**  
**PRINT NAME:** GINA M. BHURRE  
**TITLE:** EVP - Pacific

**DATE:** 8/9/2010  
**SIGNATURE:** TINA DAVIS  
**PRINT NAME:** TINA DAVIS  
**TITLE:** Assistant Secretary

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

---

**COUNTY OF ORANGE**  
A political subdivision of the State of California

**SIGNATURE:**  
**TITLE:**  
**DATE:** 8/31/10

Approved as to form  
Office of the County Counsel  
Orange County, California

**DATE:** 8/11/10  
**BY:** Deputy County Counsel

Approved by Board of Supervisors on: 8/31/10
ATTACHMENT B

COST/COMPENSATION FOR CONTRACTOR SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. INITIAL SERVICE PURCHASE

Contractor shall supply the following service for the period November 14, 2010 through and including November 13, 2011:

<table>
<thead>
<tr>
<th>Circuit Label</th>
<th>Type</th>
<th>From Address</th>
<th>To Address</th>
<th>Qty</th>
<th>Total Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber-14</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>301 The City Dr. South</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-6</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1275 Berkeley Ave.</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-9</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>840 N. Eckhoff</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-2</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1770 N. Broadway</td>
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</tr>
<tr>
<td>Fiber-3</td>
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<td>1400 S. Grand Ave</td>
<td>1001 S. Grand Ave.</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-4</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>4601 Jamboree Rd.</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fiber-7</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1535 E. Orangewood</td>
<td>1</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>Fixed/Tiered EIS w/Gig Port</td>
<td>1400 S. Grand Ave</td>
<td>&lt;Gigabit Internet circuit&gt;</td>
<td>1</td>
<td>$4,750.00</td>
<td></td>
</tr>
</tbody>
</table>

Total: 1 $33,646.00

Note: Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations.

Fee reduction for Contractor’s failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repair or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30) day period:

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<td>5% of the MRC</td>
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<tr>
<td>4 hours up to 8 hours</td>
<td>10% of the MRC</td>
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<tr>
<td>8 hours up to 12 hours</td>
<td>15% of the MRC</td>
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<tr>
<td>12 hours up to 16 hours</td>
<td>20% of the MRC</td>
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<td>16 hours up to 24 hours</td>
<td>35% of the MRC</td>
</tr>
<tr>
<td>24 hours or greater</td>
<td>50% of the MRC</td>
</tr>
</tbody>
</table>
3. PAYMENT TERMS

Initial Set-up: Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover service and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or service not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. PAYMENT/INVOICING INSTRUCTIONS: The Contractor will provide an invoice on Contractor’s letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor’s name and address
2. Contractor’s remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be added as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total

Invoices and support documentation are to be forwarded to:

County of Orange
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Account Payable
AMENDMENT NO. 2
TO
CONTRACT NUMBER N1000008297 AS MA-017-10011150
FOR
WIDE AREA NETWORK TRANSPORT SERVICES
FOR
ORANGE COUNTY

This Amendment Number Two (hereinafter "Amendment") is made and entered into by the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and tw telecom holdings inc. (formerly Time Warner Telecom Holdings, Inc.), with its principal place of business at 7 Mason, Irvine, CA 92618-2707, (hereinafter referred to as "Contractor"), which may be referred individually as "Party" or collectively as "Parties".

WHEREAS, County and Contractor executed Contract N1000008297 for wide area network transport services for a three-year term commencing November 13, 2006, hereinafter "Contract"; and

WHEREAS, the Parties issued Amendment Number One to amend Attachment A of the Contract;

WHEREAS, the County desires to issue Amendment Number Two to renew the Contract as number MA-017-10011150 for an additional year effective November 14, 2009 through and including November 13, 2010, and amend Attachment B to reflect amended pricing;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows:

1. The term of the Contract N1000008297, now MA-017-10011150, is renewed for a period of one year, thereby amending the Contract period effective November 14, 2009 through and including November 13, 2010, unless otherwise terminated by County.

2. The total Contract Amount for the period November 14, 2009 through November 13, 2010 shall not exceed $418,800.48.

3. A true and correct copy of Attachment B Cost/Compensation For Contractor Services is attached.

4. Except as otherwise expressly set forth herein, all terms and conditions contained in the Original Contract and its amendments/modification are incorporated by this reference as if fully set forth herein and shall remain in full force and effect as amended herein. All obligations of the parties that would have been terminated on November 13, 2009 are hereby extended to November 13, 2010. This renewal period of November 14, 2009 through and including November 13, 2010 may be referred to as Contract MA-017-10011150 for County purposes.
IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

**tw telecom holdings inc.***:

DATE: 10-20-2009  
SIGNATURE:  
PRINT NAME:  
TITLE:  

DATE: 10-20-2009  
SIGNATURE:  
PRINT NAME:  
TITLE:  

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

---

**COUNTY OF ORANGE**

A political subdivision of the State of California  
SIGNATURE:  
TITLE:  
DATE: 11-0-09

Approved as to form  
Office of the County Counsel  
Orange County, California  
DATE: 10/20/2009  
BY:  
Deputy County Counsel
ATTACHMENT B

COST/COMPENSATION FOR CONTRACTOR SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. INITIAL SERVICE PURCHASE

Contractor shall supply the following service for the period November 14, 2009 through and including November 13, 2010:

<table>
<thead>
<tr>
<th>Circuit Label</th>
<th>Type</th>
<th>From Address</th>
<th>To Address</th>
<th>Qty</th>
<th>Total Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber-14</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>301 The City Dr. South</td>
<td>1</td>
<td>$4,285.72</td>
</tr>
<tr>
<td>Fiber-6</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1275 Berkeley Ave.</td>
<td>1</td>
<td>$4,285.72</td>
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<tr>
<td>Fiber-9</td>
<td>1 GigE</td>
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<td>840 N. Eckhoff</td>
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<td>1 GigE</td>
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<td>Fiber-3</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
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<td>1</td>
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</tr>
<tr>
<td>Fiber-4</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>4601 Jamboree Rd.</td>
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<td>Fiber-7</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1535 E. Orangewood</td>
<td>1</td>
<td>$4,285.72</td>
</tr>
<tr>
<td>Fixed/Tiered EIS w/Gig Port</td>
<td></td>
<td>1400 S. Grand Ave</td>
<td>&lt;Gigabit Internet circuit&gt;</td>
<td>4,900.00</td>
<td></td>
</tr>
</tbody>
</table>

Note: *Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations

Fee reduction for Contractor's failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repair or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30) day period:

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</tr>
<tr>
<td>24 hours or greater</td>
<td>50% of the MRC</td>
</tr>
</tbody>
</table>
3. PAYMENT TERMS

Initial Setup: Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover service and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or service not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. PAYMENT/INVOICING INSTRUCTIONS: The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be added as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total

Invoices and support documentation are to be forwarded to:

County of Orange
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Account Payable

4
AMENDMENT NO. 1
TO
PRICE AGREEMENT NO. N1000008297
FOR
WIDE AREA NETWORK TRANSPORT SERVICES
FOR
ORANGE COUNTY

This Amendment Number One (hereinafter "Amendment") is made and entered into this 1st day of May 2007, by and between the County of Orange, hereinafter "County" and Time Warner Telecom Holdings, Inc., hereinafter "Contractor," which are sometimes individually referred to as "Party," or collectively referred to as "Parties."

WHEREAS, County and Contractor executed Contract N1000008297 for wide area network transport services for a three-year term commencing November 13, 2006, hereinafter "Contract"; and

WHEREAS, the Parties desire to amend the Attachment A of the Contract;

NOW THEREFORE, it is mutually agreed as follows:

1. Attachment A of the original Contract is replaced in its entirety with Exhibit A which is attached hereto and incorporated by this reference:

2. All other provisions of the original Contract remain unchanged and in full force and effect.

3. All other provisions of the original Agreement, a copy of which is attached hereto as Exhibit B and incorporated by this reference, and any previous amendments, to the extent they are not inconsistent with this Amendment, remain unchanged and in full force and effect.
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

**TIME WARNER TELECOM HOLDINGS, INC.:**

**DATE:** ____________________________  
Signature: ____________________________  
Print Name: __________________________  
Title: ________________________________

**DATE:** ____________________________  
Signature: ____________________________  
Print Name: __________________________  
Title: ________________________________

*If the contracting party is a corporation, (2) two signatures are required as further set forth in this paragraph. The first signature shall be: (a) the Chairman of the Board; b) the President; or c) any Vice President. The second signature shall be a) the Secretary; or 2) any Assistant Secretary; or 3) the Chief Financial Officer; or d) any Assistant Treasurer.*

**County of Orange**  
A political Subdivision of the State of California

**By:** ____________________________  
Signature: ____________________________  
Print Name: __________________________  
Title: ________________________________

**Date:** ____________________________
County of Orange
Time Warner Telecom Holdings, Inc.

Exhibit A

ATTACHMENT A

SCOPE OF WORK
WIDE AREA NETWORK TRANSPORT SERVICES

A. SERVICE LEVELS

Contractor shall provide transport services with high-availability and minimum downtime. Service Level Agreements (SLAs) are a critical component of any transport service to assure that negotiated services levels are contractually adhered to by the Contractor. The County requires a minimum of 99.99% up time on all proposed circuits. The Contractor will ensure that available bandwidth or throughput will not drop below 90% of declared circuit capacity at any time on any proposed circuit. The Contractor will further produce reports to the County showing bandwidth utilization and availability of throughput on an hourly, daily, weekly, monthly, and yearly basis. These reports will be available on-line and allow for on-demand bandwidth reporting by County staff at any time. The County must be notified within 30 minutes of any outages through a pre-defined County escalation plan. All SLAs will be actively enforced by the County. Fee reductions specified in Attachment B may result from Contractor’s failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repair or any other disruption of service without regard to the County’s actual monetary loss from such disruptions.

B. INTERNET SERVICES

1. Network Availability

Contractor shall be available to County at least 99.99% of the time in a calendar month (“Network Availability”) or County will receive service outage credits per the table below. A service outage causing Network non-availability is defined as the inability to transmit and receive data due to a failure in Contractor’s equipment or network (“Service Outage”). Credits are based upon a percentage of the monthly recurring charge (“MRC”) for the non-performing Internet Service as follows:

<table>
<thead>
<tr>
<th>Per Service Outage</th>
<th>Percentage Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 5 minutes (99.99% availability)</td>
<td>No Credit</td>
</tr>
<tr>
<td>5 minutes up to 4 hours</td>
<td>5% of the MRC</td>
</tr>
<tr>
<td>4 hours up to 8 hours</td>
<td>10% of the MRC</td>
</tr>
<tr>
<td>8 hours up to 12 hours</td>
<td>15% of the MRC</td>
</tr>
<tr>
<td>12 hours up to 16 hours</td>
<td>20% of the MRC</td>
</tr>
<tr>
<td>16 hours up to 24 hours</td>
<td>35% of the MRC</td>
</tr>
<tr>
<td>24 hours or greater</td>
<td>50% of the MRC</td>
</tr>
</tbody>
</table>

2. Network Latency

Contractor’s Internet Services will have an average round-trip transmission of 50 milliseconds (“ms”) or less between Contractor Internet points of presence (“POPs”) in the forty-eight contiguous United States and an average round-trip transmission of 75 milliseconds or less between Contractor’s Internet POPs located in Hawaii and the mainland United States (“Latency”). If Contractor fails to meet the applicable Latency standard, credits
will be calculated per the table below. Credits are based upon a percentage of the MRC for the non-performing Internet Service as follows:

<table>
<thead>
<tr>
<th>48 Contiguous U.S.</th>
<th>Hawaii</th>
<th>Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.00 to 50.00 ms</td>
<td>0.00 to 75.00 ms</td>
<td>No Credit</td>
</tr>
<tr>
<td>50.01 to 60.00 ms</td>
<td>75.01 to 85.00 ms</td>
<td>5% of the MRC</td>
</tr>
<tr>
<td>60.01 to 65.00 ms</td>
<td>85.01 to 90.00 ms</td>
<td>10% of the MRC</td>
</tr>
<tr>
<td>65.01 to 70.00 ms</td>
<td>90.01 to 95.00 ms</td>
<td>15% of the MRC</td>
</tr>
<tr>
<td>70.01 to 75.00 ms</td>
<td>95.01 to 100.00 ms</td>
<td>20% of the MRC</td>
</tr>
<tr>
<td>75.01 to 80.00 ms</td>
<td>100.01 to 105.00 ms</td>
<td>35% of the MRC</td>
</tr>
<tr>
<td>80.01 ms or greater</td>
<td>105.01 ms or greater</td>
<td>50% of the MRC</td>
</tr>
</tbody>
</table>

3. Packet Delivery
Contractor’s Internet Services will have packet delivery of 99.5% or greater. Packet Delivery is determined by averaging sample measurements taken during the most recent full calendar month between Contractor Internet POPS. If Contractor fails to meet the applicable Packet Delivery objective, credits will be calculated per the table below. Credits are based upon a percentage of the MRC for the non-performing Internet Service as follows:

<table>
<thead>
<tr>
<th>Packet Delivery</th>
<th>Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>99.5% or greater</td>
<td>No Credit</td>
</tr>
<tr>
<td>99% to 99.4%</td>
<td>5% of the MRC</td>
</tr>
<tr>
<td>98% to 98.9%</td>
<td>10% of the MRC</td>
</tr>
<tr>
<td>97% to 97.9%</td>
<td>15% of the MRC</td>
</tr>
<tr>
<td>96% to 96.9%</td>
<td>20% of the MRC</td>
</tr>
<tr>
<td>95% to 95.9%</td>
<td>35% of the MRC</td>
</tr>
<tr>
<td>Less than 95%</td>
<td>50% of the MRC</td>
</tr>
</tbody>
</table>

4. One-time Installation
For Internet Services provisioned completely on Contractor’s Network, Contractor will complete installation within 12 business days from the date the Service Order is received by Contractor’s Provisioning Network Operations Center (“PNOC”). For Off-net Services (provisioned through another provider), Contractor will complete installation within 12 business days from the date the Service Order is received by the PNOC, plus the underlying provider’s actual installation interval. If Contractor fails to meet the installation interval, it will provide County with a 50% credit off the installation fee set forth in the applicable Service Order.

5. General Terms
County shall report problems with its Services by contacting Contractor’s Customer & Network Reliability Center (“CNRC”) at 1-800-829-0420. Contractor will open a trouble ticket and provide a trouble ticket number for tracking purposes. For the purpose of determining the applicable credit, a Service Outage begins upon monitoring systems report of a “down” circuit and ends when the Service is restored. The resources, equipment and methodology used to measure service level metrics are determined by Contractor in its sole discretion. Service Outages and failures to meet the performance objectives herein do not include outages and failures caused by the County’s equipment, acts or omissions of County or its end users, failure of elements of the Internet outside of Contractor’s control or outages occurring during scheduled or emergency maintenance. Standard maintenance windows are based on the time zone of a city’s location and are available at: http://info.twtelecom.net/info.php?id=1. County shall be notified in advance of any planned or emergency outages. Notification shall be a minimum of 10 business days for planned outages and 3 days for emergency outages. The duration of a Service Outage does not include any time during which Contractor is denied access to the Internet. County shall report any disputes or questions concerning the calculation of Service Outage and Service Credit to Contractor at 1-800-829-0420.
the premises necessary to restore the Service. County has the right to exercise any one of the SLA credits at any
time during the month and can exercise multiple credits during any month.

C. SECURITY

The County Enterprise Network requires that Contractor provides detailed documentation outlining security
policies/procedures, "Best Practices", and technologies that are implemented in the proposed WAN Transport Service
offering to increase security and mitigate risk.

D. NETWORK AND TRANSPORT MONITORING

Contractor shall provide a method for on-line monitoring by the County of all proposed circuits. The Contractor
should be able to provide reports on real-time and historical bandwidth utilization. All reports will include the ability
to show detail on an hourly, daily, weekly, monthly and yearly basis. Additionally, the Contractor may provide a
portal or secure web access for the County to monitor circuit up-time and outages. A secure Internet-accessible web
site is preferred for County access to Contractor transport statistics and information.

E. TRANSITION, TESTING AND ACCEPTANCE

All services must be in place no later than January 15, 2007. The County will require the Data Center (1400 S. Grand
Ave.) and 301 The City Drive South, Orange, be operational by December 15, 2006, to insure smooth integration
with existing County infrastructure. These dates may be change upon mutual agreement of the Parties. No payments
to the Contractor shall be made until the County has determined that a successful testing of each circuit and
integration with County network is operational.

Contractor will provide a comprehensive testing and acceptance plan for each site and each circuit type. At a
minimum the County expects these testing and acceptance criteria to include pre-acceptance uptime periods and
throughput validation methodologies.

F. ADDITIONAL CONTRACTOR REQUIREMENTS

1. Contractor shall provide full, 24 hours by 7 days a week, support including telephone support (i.e. help desk) and
   maintenance of communication links, if applicable.

2. Contractor will coordinate ordering, shipping and delivery of equipment and materials to any installation site, in
   the event such materials are required.

3. Contractor will provide any necessary equipment to initiate new services at a given location.

4. County shall receive at minimum a one-year warranty on all new parts and equipment.

G. COUNTY TELECOMMUNICATIONS PROCEDURES

All telecommunication and data services projects in County facilities fall under the direct authority of the office of
the County Information Officer, Deputy CEO for County Executive Office/Information Technology (CEO/IT). No
work is to be performed at any County owned or occupied facility without direct authorization from County Project
Manager. Additionally, no consultation or engineering of any sort will occur directly between the Contractor and any
other County agency regarding any County facility without the involvement, coordination and pre-approval of County
Project Manager.
County of Orange

Time Warner Telecom Holdings, Inc.

The County uses a Telephone Services Request (TSR) for all services requested from Contractor. The TSR will indicate the installation address and the billing address, which may or may not be the same.

No work is to be performed at any County owned or occupied facility without a signed TSR from the County Project Manager. Additionally, no consultation or engineering of any sort will occur directly between the Contractor and any agency regarding any County facility without the involvement, coordination, and written approval from County Project Manager. Failure to comply with these instructions can lead to termination of the Contract. Additionally, if the Contractor installs any transport circuits without a signed TSR from the County Project Manager at any County facility, said performance will be deemed outside the scope of this Contract and the service shall not be compensated. If Contractor is unsure of a course of action or whether to undertake any service including but not limited to installation, repair, deletion, or termination of any transport circuit, prior to providing any service Contractor’s Project Manager shall notify, in writing, the County Project Manager for consultation and written approval or denial of the work.

All services are to be coordinated using the outlined methods, and through the County designated Project Manager only. The County Project Manager may provide a minimum of thirty (30) days notice for all requests to terminate or delete any transport circuit. The only acceptable method to proceed with work is an authorized TSR. As part of this Contract, direct technical contact procedures and access shall be established for 24 hour/7 day week operational response by the Contractor.

The Telephone Service Request (TSR) process is as follows:

- The County Project Manager is responsible for processing and tracking the TSR and will be the single point of contact for any service.
- The County Project Manager will notify the Contractor of a pending TSR.
- The Contractor will pick up the TSR from the County Project Manager and arrive at the job site on the due date to perform the work. The TSR can be faxed or e-mailed to the Contractor upon request.
- The Contractor will cover all the work to be done with the designated County contact and be prepared to answer any questions.
- Upon arrival at the County location, the Contractor will be escorted to the work location and will perform all the necessary work in a professional and workman like manner and notify the contact when work is completed.
- The Contractor will explain all the work that was done and have the County department/agency contact signoff on the TSR as completed.
- The Contractor will return the signed TSR and all ancillary documentation associated with the TSR to the County Project Manager.
- The Contractor shall submit an invoice to County indicating labor and material used and referencing a TSR and Contract number. The invoice will include a copy of the TSR with the signature of the County contact that accepted the work performed. The Contractor will invoice the County within 60 days of the accepted completion of the project.

Contractor shall submit a list of all employees who will be directly performing tasks associated with this Contract to the County Project Manager. Contractor employees may be subject to a background check performed by the County’s Sheriff Department and Probation Department, if required to obtain access at certain locations. Cost for any background check will be the responsibility of the Contractor. If changes occur to this list an updated list will be submitted, in writing, by the Contractor, to the County Project Manager. At any time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs the Contractor will be notified that they have not complied with the terms of this Contract and the Contract may be terminated.
Exhibit B

Original Contract N1000008297

(This page intentionally left blank)
Agreement for
Wide Area Network Transport Services
Between
The County of Orange
And
Time Warner Telecom Holdings, Inc.
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AGREEMENT BETWEEN COUNTY OF ORANGE
AND TIME WARNER TELECOM HOLDINGS, INC.,
FOR WIDE AREA NETWORK TRANSPORT SERVICES

This Agreement, hereinafter referred to as “Contract”, is made and entered into as of the date fully executed by
and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County”,
and Time Warner Telecom Holdings, Inc., with a place of business at 7 Mason Irvine, CA, hereinafter referred to as
“Contractor”, which are sometimes individually referred to as “Party”, or collectively referred to as “Parties”.

RECITALS

WHEREAS, County desires to enter into a Contract with Contractor to provide wide area network transport
services (“WAN”); and

WHEREAS, Contractor is willing to provide the services specified in the Scope of Work, attached hereto and
hereinafter referred to as Attachment A, in accordance with the following Terms and Conditions;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions

A. Governing Law and Venue: This Contract has been negotiated and executed in the state of California and shall be
governed by and construed under the laws of the state of California. In the event of any legal action to enforce or
interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange
County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court,
notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all
rights to request that an action be transferred for trial to another County.

B. Entire Contract: This Contract, including its Attachments and Exhibit which have been incorporated, when
accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance
hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no
restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No
exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in
writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County
employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless
accepted in writing by the County’s Purchasing Agent or his designee, hereinafter “Purchasing Agent”.

C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and
signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the
Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by
County in writing.

D. Taxes: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.

E. Delivery: Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse
any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings,
samples or description, or services that do not conform to the prescribed statement of work. Acceptance of any part of
the order for goods shall not bind County to accept future shipments, nor deprive it of the right to return goods already
accepted, at Contractor’s expense. Over shipments and under shipments of goods shall be only as agreed to in writing
by County. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by County.

F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and initial testing of transport circuit has been completed as set forth in Attachment A, Transition, Testing and Acceptance, and 2) payment shall be made in arrears after satisfactory acceptance by the County and in accordance with Attachment B, Cost/Compensation.

G. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor’s part to indemnify, defend and hold County and its indemnitees as identified in paragraph “P” below, and as more fully described in paragraph “P”, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph “P” below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney’s fees, costs and expenses.

I. **Assignment or Sub-contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of anti-discrimination law or regulation including but not limited to Section 1720 et seq. of the California Labor Code.

K. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in the Contract, County has the right to terminate this Contract without penalty immediately with cause or after 30 days’ written notice without cause, unless otherwise specified. In the event County terminates this Contract or any of the Services specified in Attachment B, Number 2 ("Initial Service Purchase") without cause, County shall pay to Contractor Termination Liability equal to 100% of the applicable monthly recurring charge for the terminated services for the remaining term of the Contract. County may terminate individual Services without terminating the Contract in its entirety. County shall not be responsible for Termination Liability associated with the termination of individual services that are part of the Initial Service Purchase provided that the following conditions are met: (a) within 30 days of the termination of such service, County orders new Services from Contractor at a service address specified in Attachment B for a term not less than the unexpired term of the terminated Services; (b) the new Services do not require Contractor to incur capital expenditures; and (c) the new Services have monthly recurring charges equal to or
greater than the monthly recurring charges for the terminated Services; or, (d), in lieu of (a), (b) and (c) above, within 30 days of the termination of such Services, (i) County orders new Services from Contractor at any location, (ii) County pays for any capital or build out expenses incurred in providing the new Services as a one time fee or incorporated in the applicable monthly recurring charge, and (iii) the new Services have monthly recurring charges (less any portion of the monthly recurring charge associated with capital or build out expenses), equal to or greater than the monthly recurring charges for the terminated Services. Termination Liability for future services ordered at locations other than those referenced in Attachment B, Number 2, Initial Service Purchase, shall be determined by the parties at the time such services are ordered and shall be reflected in an amendment to this Agreement as referenced in Paragraph C above. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations except as provided herein.

Termination by Contractor: (a) Contractor may terminate this Contract or any service order hereunder or suspend services, with 30 days prior written notice, upon: (i) County’s failure to pay any amounts as provided herein; (ii) County’s breach of any provision of this Contract or any law, rule or regulation governing the services; (iii) any insolvency, bankruptcy assignment for the benefit of creditors, appointment of trustee or receiver or similar event with respect to County; or (iv) any governmental prohibition or required alteration of the services. Contractor shall afford County written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach. (b) Contractor may terminate or suspend services without notice if: (i) necessary to protect Contractor’s network; Contractor has reasonable evidence of County’s fraudulent or illegal use of services; or (ii) required by legal or regulatory authority. Any termination shall not relieve County of any liability incurred prior to such termination, or for payment of unaffected services. All terms and conditions of the Contract shall continue to apply to any services not so terminated, regardless of the termination of this Contract. If the service provided under any service order hereunder has been terminated by Contractor in accordance with this section, and County wants to restore such service terminated due to County breach, County must first pay all past due charges, a non-recurring charge and reconnections charge. All requests for disconnection will be processed by Contractor in 30 days or less. County must pay for services until such disconnection actually occurs, unless County has exercised its right to terminate for cause as set forth in this Section.

L. Consent to Breach Not Waiver: No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. Remedies Not Exclusive: The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.

N. Independent Contractor: Contractor shall be considered an independent Contractor and neither Contractor, its employees nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor its employees nor anyone working under Contractor, shall qualify for workers’ compensation or other fringe benefits of any kind through County.

O. Performance: Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

File Folder 547018

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P. Indemnification/Insurance:

**INDEMNIFICATION PROVISIONS**
Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnites”) harmless from any claims, demands or liability for personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. Contractor is not liable for any indirect, incidental, consequential, special or punitive damages (including without limitation, lost profits or revenue) arising out of or related to the provision of services hereunder, including any claims made by or through third parties. Contractor’s liability to County may not exceed one month’s calculation of monthly charges for the applicable services. Contractor has no liability whatsoever for the content of information passing through its network. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnites, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

**INSURANCE PROVISIONS**
Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor’s expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All insurance policies required by this Contract shall declare any deductible or self-insured retention (SIR) in an amount in excess of $25,000 ($5,000 for automobile liability Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

**Qualified Insurer**

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the Best’s Key Rating Guide/Property-Casualty/United States or ambest.com shall be A- (Secure Best’s Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company’s performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability with broad form property damage and contractual liability</td>
<td>$1,000,000 combined single limit per occurrence $2,000,000 aggregate</td>
</tr>
</tbody>
</table>
Automobile Liability including coverage for owned, non-owned and hired vehicles $1,000,000 combined single limit per occurrence

Workers' Compensation Statutory

Employers' Liability Insurance $1,000,000 per occurrence

All liability insurance, except Professional Liability, required by this Contract shall be at least $1,000,000 combined single limit per occurrence. Professional Liability may also be provided on a “claims made” basis. The minimum aggregate limit for the Commercial General Liability policy shall be $2,000,000.

The County of Orange shall be added as an additional insured on all insurance policies required by this Contract with respect to work done by the Contractor under the terms of this Contract (except Workers' Compensation/Employers' Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this Contract shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the Contractor’s insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this Contract shall give the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

If Contractor’s Professional Liability policy is a “claim made” policy, Contractor shall agree to maintain professional liability coverage for two years following completion of Contract.

The Commercial General Liability policy shall contain a severability of interests clause.

The Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The Contractor will comply with such provisions and shall furnish the County satisfactory evidence that the Contractor has secured, for the period of this Contract, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of $1,000,000 per occurrence.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified Offeror.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.
County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract.

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements

Q. Bills and Liens: Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph “P” above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

R. Changes: Contractor shall make no changes in the work or perform any additional work without the County’s specific written approval.

S. Change of Ownership: Contractor agrees that if there is a change or transfer in ownership of Contractor’s business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor’s duties and obligations contained in this Contract and complete them to the satisfaction of County.

T. Force Majeure: Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 (thirty-six) hours of the start of the delay and Contractor avails himself of any available remedies.

U. Confidentiality: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor’s staff, agents and employees.

V. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor’s expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively “laws”), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph “P” above, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

W. Freight (F.O.B. Destination): Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

X. Pricing: The Contract price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
Y. Waiver of Jury Trial: Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.

Z. Terms and Conditions: Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.

AA. Headings: The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

BB. Severability: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

CC. Calendar Days: Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

DD. Attorneys Fees: In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney’s fees, costs and expenses.

EE. Interpretation: This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.

FF. Authority: The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

Additional Terms and Conditions

1. Scope of Contract: This Contract specifies the contractual terms and conditions by which the County will procure and receive good/services from Contractor as set forth in Attachment A. This Contract supersedes the Time Warner Telecom Standard Terms and Conditions submitted in response to RFP# 14Z0000005. County of Orange may submit service orders to Contractor to purchase telecommunication and related services under this Agreement (“Service Orders”). The Service Orders describe the telecommunication and related services that are available for purchase (“Services”). When fully executed by both Parties, the Service Orders and this Contract form the final written agreement between the Parties (“Agreement”). However, should a conflict arise between the contents of this Contract and the contents of a specific Service Order or the Service Orders collectively, the Terms and Conditions of this Contract shall prevail.
2. **Term of Contract**: The initial term of this Contract is for three (3) years effective on the date execution is completed by both Parties, continuing for three (3) years from that date, unless terminated by County. Contract may be renewed for up to two (2) additional one-year, consecutive terms, upon mutual agreement of the Parties. Each renewal of this Contract may require approval by the County Board of Supervisors. County is not required to provide a reason, or rationale in the event it elects not to renew the Contract.

3. **Fiscal Appropriations**: This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each year during the term of this Contract. If such appropriations are not forthcoming, the Contract will be terminated without penalty. Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

4. **Precedence**: The Contract documents consist of this Contract including its Attachments and Blank Exhibit. In the event of a conflict between the Contract documents, the order of precedence shall be the 1) the General Terms of this Contract, 2) the Additional Terms of the Contract and 3) the Attachments and Exhibit.

5. **Compensation**: The Contractor agrees to accept the specified compensation as set forth in Attachment B as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.

6. **County and Contractor Project Manager**: The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County’s Project Manager shall notify Contractor of any transport circuits to be added or terminated. Contractor shall not add, delete, install, remove or terminate any individual or group of transport circuit(s) without a TSR submitted by the County’s Project Manager. Contractor shall not be compensated for any transport circuit, service, termination, deletion or monthly charges, fees or rates for any transport circuit which has not been requested in writing by the County Project Manager.

Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. Contractor’s Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager. The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County’s Project Manager. The County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of Contractor’s Project Manager from providing services to the County under this Contract.

7. **Contractor Personnel**: In addition to the rights set forth in paragraph 6, the County’s Project Manager shall have the right to require the removal and replacement of any of Contractor’s personnel from providing services to the County under this Contract. The County’s Project Manager shall notify the Contractor’s Project Manager in writing of such action. The Contractor shall accomplish the removal of the specified personnel within one (1) calendar days after written notice by the County’s Project Manager. The County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of any of Contractor’s personnel from providing services to the County under this Contract.
8. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County’s Project Manager and the Contractor’s Project Manager will meet on reasonable notice to discuss the Contractor’s performance and progress under this Contract. If requested, the Contractor’s Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.

9. **Contractor’s Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of four years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned buyer.

10. **Conflict of Interest – (Contractor):** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, relatives, sub-tier Contractors, and third parties associated with accomplishing work and services hereunder. Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the County.

11. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

12. **Data – Title to:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

13. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

   1. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach; and

   2. Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and

   3. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above; and

   4. County may terminate the Contract immediately without penalty.

14. **Contract Disputes:**
   A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period
of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned buyer a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

C. If County disputes any charges billed hereunder, County must submit a documented claim regarding the disputed amount within 120 days of knowing or having should have known that the charges billed are incorrect. All claims regarding disputed charges not submitted to Contractor within such time are deemed waived.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions.

15. Stop Work: The County may, at any time, by written stop work order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of 90 working days after the stop work order is delivered to the Contractor and for any further period to which the Parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 working days after a stop work order is delivered to the Contractor or within any extension of that period to which the Parties shall have agreed, the County shall either

1. Cancel the stop work order; or

2. Terminate the Contract in whole or in part in writing as soon as feasible. County is not required to provide thirty (30) days notice of the termination of the Contract to Contractor if a stop work has been issued by County.

16. Orderly Termination: Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

17. Notices: Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand; or (2) upon delivery by the United States mail if delivery is by postage paid
registered or certified return receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time.

For Contractor:

Name: Time Warner Telecom Holdings, Inc.
Address: 7 Mason
City, State, Zip Code: Irvine, CA 92618
Attn: Manuel Lopez
Title: Account Manager
Phone: (949) 672-0319

For County:

County of Orange
CEO/IT/Finance & Contracts
1501 E. St. Andrew Place, 2nd Floor
Santa Ana, CA 92705
Attn: Diana Banzet
Deputy Purchasing Agent
714-567-7506
714-567-5195 Fax

18. **Incorporation:** This Contract, its Attachments A through C, and blank form Exhibit I are attached hereto and incorporated by reference and made a part of this Contract.

19. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.

20. **Audits/Inspections:** Contractor agrees to permit the County’s Auditor-Controller or the County’s authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor’s records before payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of four years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor’s records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County’s Project Manager.

21. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general
conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

22. **Contractor’s Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract unless otherwise specified. The County will not provide free parking for any service in the County Civic Center.

23. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

24. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

25. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment to or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County’s Project Manager.

26. **County of Orange Child Support Enforcement Requirements Blank Form** *(Exhibit I)* In order to comply with the child support enforcement requirements of the County of Orange, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the Deputy Purchasing Agent:

   A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;

   B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;

   C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

   D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply. The required certification is listed in Exhibit I. A blank Exhibit I is attached hereto.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully
served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

27. **Errors and Omissions**: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
Signature Page

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below

TIME WARNER TELECOM HOLDINGS, INC.*:

DATE: 10/23/06

Signature: Gina M Bohreer

Print Name: Gina M Bohreer

Title: Regional Vice President, Southwest

DATE: 10/22/06

Signature: Tina Davis

Print Name: Tina Davis, Esq.

Title: Secretary, Deputy General Counsel AND VICE PRESIDENT

* If the contracting party is a corporation, (2) two signatures are required as further set forth in this paragraph. The first signature shall be: (a) the Chairman of the Board; b) the President; or c) any Vice President. The second signature shall be a) the Secretary; or 2) any Assistant Secretary; or 3) the Chief Financial Officer; or d) any Assistant Treasurer.

COUNTY OF ORANGE

A political subdivision of the State of California

By ____________________________

Date 11/14/06

Approved by Board of Supervisors on: 11/14/06

Approved as to form, County Counsel
COUNTY OF ORANGE, CALIFORNIA

By: ____________________________

Date: 10/26/06
ATTACHMENT A

SCOPE OF WORK
WIDE AREA NETWORK TRANSPORT SERVICES

A. SERVICE LEVELS

Contractor shall provide transport services with high-availability and minimum downtime. Service Level Agreements (SLAs) are a critical component of any transport service to assure that negotiated services levels are contractually adhered to by the Contractor. The County requires a minimum of 99.99% up time on all proposed circuits. The Contractor will ensure that available bandwidth or throughput will not drop below 90% of declared circuit capacity at any time on any proposed circuit. The Contractor will further produce reports to the County showing bandwidth utilization and availability of throughput on an hourly, daily, weekly, monthly, and yearly basis. These reports will be available on-line and allow for on-demand bandwidth reporting by County staff at any time. Scheduled impact to transport services needs to be documented and sent to designated County contacts five (5) working days in advance. The County must be notified within 30 minutes of any outages through a pre-defined County escalation plan. All SLAs will be actively enforced by the County. Fee reductions specified in Attachment B may result from Contractor’s failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repair or any other disruption of service without regard to the County’s actual monetary loss from such disruptions.

B. SECURITY

The County Enterprise Network requires that Contractor provides detailed documentation outlining security policies/procedures, “Best Practices”, and technologies that are implemented in the proposed WAN Transport Service offering to increase security and mitigate risk.

C. NETWORK AND TRANSPORT MONITORING

Contractor shall provide a method for on-line monitoring by the County of all proposed circuits. The Contractor should be able to provide reports on real-time and historical bandwidth utilization. All reports will include the ability to show detail on an hourly, daily, weekly, monthly and yearly basis. Additionally, the Contractor may provide a portal or secure web access for the County to monitor circuit up-time and outages. A secure Internet-accessible web site is preferred for County access to Contractor transport statistics and information.

D. TRANSITION, TESTING AND ACCEPTANCE

All services must be in place no later than January 15, 2007. The County will require the Data Center (1400 S. Grand Ave.) and 301 The City Drive South, Orange, be operational by December 15, 2006, to insure smooth integration with existing County infrastructure. These dates may be change upon mutual agreement of the Parties. No payments to the Contractor shall be made until the County has determined that a successful testing of each circuit and integration with County network is operational.

Contractor will provide a comprehensive testing and acceptance plan for each site and each circuit type. At a minimum the County expects these testing and acceptance criteria to include pre-acceptance uptime periods and throughput validation methodologies.

E. ADDITIONAL CONTRACTOR REQUIREMENTS

1. Contractor shall provide full, 24 hours by 7 days a week, support including telephone support (i.e. help desk) and maintenance of communication links, if applicable.

2. Contractor will coordinate ordering, shipping and delivery of equipment and materials to any installation site, in the event such materials are required.
3. Contractor will provide any necessary equipment to initiate new services at a given location.

4. County shall receive at minimum a one-year warranty on all new parts and equipment.

F. COUNTY TELECOMMUNICATIONS PROCEDURES

All telecommunication and data services projects in County facilities fall under the direct authority of the office of the County Information Officer, Deputy CEO for County Executive Office/Information Technology (CEO/IT). No work is to be performed at any County owned or occupied facility without direct authorization from County Project Manager. Additionally, no consultation or engineering of any sort will occur directly between the Contractor and any other County agency regarding any County facility without the involvement, coordination and pre-approval of County Project Manager.

The County uses a Telephone Services Request (TSR) for all services requested from Contractor. The TSR will indicate the installation address and the billing address, which may or may not be the same.

No work is to be performed at any County owned or occupied facility without a signed TSR from the County Project Manager. Additionally, no consultation or engineering of any sort will occur directly between the Contractor and any agency regarding any County facility without the involvement, coordination, and written approval from County Project Manager. Failure to comply with these instructions can lead to termination of the Contract. Additionally, if the Contractor installs any transport circuits without a signed TSR from the County Project Manager at any County facility, said performance will be deemed outside the scope of this Contract and the service shall not be compensated. If Contractor is unsure of a course of action or whether to undertake any service including but not limited to installation, repair, deletion, or termination of any transport circuit, prior to providing any service Contractor’s Project Manager shall notify, in writing, the County Project Manager for consultation and written approval or denial of the work.

All services are to be coordinated using the outlined methods, and through the County designated Project Manager only. The County Project Manager may provide a minimum of thirty (30) days notice for all requests to terminate or delete any transport circuit. The only acceptable method to proceed with work is an authorized TSR. As part of this Contract, direct technical contact procedures and access shall be established for 24 hour/7 day week operational response by the Contractor.

The Telephone Service Request (TSR) process is as follows:

- The County Project Manager is responsible for processing and tracking the TSR and will be the single point of contact for any service.
- The County Project Manager will notify the Contractor of any pending TSR.
- The Contractor will pick up the TSR from the County Project Manager and arrive at the job site on the due date to perform the work. The TSR can be faxed or e-mailed to the Contractor upon request.
- The Contractor will cover all the work to be done with the designated County contact and be prepared to answer any questions.
- Upon arrival at the County location, the Contractor will be escorted to the work location and will perform all the necessary work in a professional and workman like manner and notify the contact when work is completed.
- The Contractor will explain all the work that was done and have the County department/agency contact signoff on the TSR as completed.
- The Contractor will return the signed TSR and all ancillary documentation associated with the TSR to the County Project Manager.
- The Contractor shall submit an invoice to County indicating labor and material used and referencing a TSR and Contract number. The invoice will include a copy of the TSR with the signature of the County contact that accepted the work performed. The Contractor will invoice the County within 60 days of the accepted completion of the project.
Contractor shall submit a list of all employees who will be directly performing tasks associated with this Contract to the County Project Manager. Contractor employees may be subject to a background check performed by the County's Sheriff Department and Probation Department, if required to obtain access at certain locations. The cost for any background check will be the responsibility of the Contractor. If changes occur to this list, an updated list will be submitted, in writing, by the Contractor, to the County Project Manager. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs, the Contractor will be notified that they have not complied with the terms of this Contract and the Contract may be terminated.
ATTACHMENT B

COST/COMPENSATION FOR CONTRACTOR SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. INITIAL SERVICE PURCHASE

Contractor shall supply the following service:

<table>
<thead>
<tr>
<th>Circuit Label</th>
<th>Type</th>
<th>From Address</th>
<th>To Address</th>
<th>Qty</th>
<th>Total Setup</th>
<th>Total Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber-14</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>301 The City Dr. South</td>
<td>1</td>
<td>$2,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Fiber-6</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1275 Berkley Ave</td>
<td>1</td>
<td>$2,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Fiber-9</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>840 Eckhoff</td>
<td>1</td>
<td>$2,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Fiber-2</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1770 N. Broadway</td>
<td>1</td>
<td>$2000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Fiber-3</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1001 S. Grand Ave</td>
<td>1</td>
<td>$2,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Fiber-4</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>4601 Jamboree Rd</td>
<td>1</td>
<td>$2,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Fiber-7</td>
<td>1 GigE</td>
<td>1400 S. Grand Ave</td>
<td>1535 E. Orangewood</td>
<td>1</td>
<td>$2,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Fixed/Tiered EIS w/Gig Port</td>
<td>1400 S. Grand Ave</td>
<td>&lt;Gigabit Internet circuit&gt;</td>
<td></td>
<td>$0</td>
<td>$5,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>$14,000</td>
<td>$40,000</td>
</tr>
</tbody>
</table>

Note: #Additional County locations may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations.

Fee reduction for Contractor’s failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repair or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30) day period:

<table>
<thead>
<tr>
<th>Per Service Outage</th>
<th>Percentage Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 minute (99.99% availability)</td>
<td>No credit</td>
</tr>
<tr>
<td>1 minute up to 4 hours</td>
<td>5% of the MRC</td>
</tr>
<tr>
<td>4 hours up to 8 hours</td>
<td>10% of the MRC</td>
</tr>
<tr>
<td>8 hours up to 12 hours</td>
<td>15% of the MRC</td>
</tr>
<tr>
<td>12 hours up to 16 hours</td>
<td>20% of the MRC</td>
</tr>
<tr>
<td>16 hours up to 24 hours</td>
<td>35% of the MRC</td>
</tr>
<tr>
<td>24 hours or greater</td>
<td>50% of the MRC</td>
</tr>
</tbody>
</table>

3. PAYMENT TERMS

Initial Set-up: Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly services are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.
Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. **PAYMENT/INVOICING INSTRUCTIONS:** The Contractor will provide an invoice on Contractor’s letterhead for services rendered. Each invoice will have a number and will include the following information:

   1. Contractor’s name and address
   2. Contractor’s remittance address (if different from 1 above)
   3. Name of County agency department (if county agency is actual customer name)
   4. County Contract number (to be added as part of the billing address)
   5. Service date(s)
   6. Circuit Label
   7. Service description
   8. Total

Invoices and support documentation are to be forwarded to:

County of Orange – CEO/IT
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Accounts Payable
ATTACHMENT C

STAFFING PLAN

1. Primary Staff to perform contract duties

<table>
<thead>
<tr>
<th>Name</th>
<th>Classification/Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joe Wirthman</td>
<td>City Operations Director</td>
</tr>
<tr>
<td>Lance Rubio</td>
<td>Operations Manager</td>
</tr>
<tr>
<td>Rachael Preston</td>
<td>Project Manager</td>
</tr>
<tr>
<td>Jose Cruz</td>
<td>Central Office Engineer</td>
</tr>
<tr>
<td>Jan Van Greuningen</td>
<td>Plant Manager</td>
</tr>
<tr>
<td>Scott Sanducci</td>
<td>Network Technician II</td>
</tr>
<tr>
<td>Gerardo Issasi</td>
<td>Network Technician II</td>
</tr>
</tbody>
</table>

2. Alternate Staff (for use only if primary staff are not available)

<table>
<thead>
<tr>
<th>Name</th>
<th>Classification/Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richard Guard</td>
<td>City Operations Director of LA</td>
</tr>
<tr>
<td>Myles Nanbu</td>
<td>Vice President of Operations</td>
</tr>
<tr>
<td>Steven Sutter</td>
<td>Network Technician III</td>
</tr>
<tr>
<td>Doug Faloon</td>
<td>Operations Manager</td>
</tr>
<tr>
<td>Reggie Roberts</td>
<td>Central Office Engineer</td>
</tr>
<tr>
<td>Bart VanWey</td>
<td>Plant Manager</td>
</tr>
<tr>
<td>Jose Centeno</td>
<td>Network Technician III</td>
</tr>
</tbody>
</table>

Substitution or addition of Contractor's key personnel in any given category or classification shall be allowed only with prior written approval of the County's Project Manager.
EXHIBIT I
COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS

A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address:

Name: ________________________________
D.O.B: ________________________________
Social Security No: _____________________________
Residence Address: ________________________________

B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity:

Name: ________________________________
D.O.B: ________________________________
Social Security No: _____________________________
Residence Address: ________________________________

Name: ________________________________
D.O.B: ________________________________
Social Security No: _____________________________
Residence Address: ________________________________

(Additional sheets may be used if necessary)

C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that _____________ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract _____________ with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the Contract.

______________________________
Authorized Signature

______________________________
Name

______________________________
Title

File Folder 547018

24
# Internet Service Order Form

This Service Order is entered into and is effective upon execution by

**County of Orange**

The internet services described herein are governed by the Master Service Agreement executed by Customer.

Customer and the individual signing below represent that such individual has the authority to bind Customer to this Agreement.

<table>
<thead>
<tr>
<th>Customer Name:</th>
<th>County of Orange</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Address:</td>
<td>1400 S Grand Avenue</td>
</tr>
<tr>
<td>Billing Address:</td>
<td>1501 E. Saint Andrew Place</td>
</tr>
<tr>
<td>Procurement Contact:</td>
<td>Diana Banzet</td>
</tr>
<tr>
<td>Tech Contact 1:</td>
<td>24 x 7 Tech Support—Ask for On-Call Network Engineer</td>
</tr>
<tr>
<td>Phone:</td>
<td>714-567-7506</td>
</tr>
<tr>
<td>Requested Install Date:</td>
<td>12/13/2006</td>
</tr>
<tr>
<td>Tech Contact 2:</td>
<td>Donna Lorenzo</td>
</tr>
<tr>
<td>Phone:</td>
<td>714-789-5346</td>
</tr>
<tr>
<td>TERM:</td>
<td>36 Months</td>
</tr>
</tbody>
</table>

### Grand Total (Detailed Price Description Below)

| MRC: | $5,000.00 |
| NRC: | $0.00 |

**Account #265314**

**TWTC:** Time Warner Telecom Holdings Inc.

**Signature:**

**Print Name:** Dan Cross

**Title:** VP / General Manager

**Date:**

**Sales Person:** Manuel J Lopez

**Internet Access, Managed Security Services and Web Hosting**

<table>
<thead>
<tr>
<th>Network (Bandwidth)</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Monthly Total</th>
<th>Unit</th>
<th>Total Install</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gigabit Ethernet</td>
<td>$5,000.00</td>
<td>1</td>
<td>$5,000.00</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CLICK HERE FOR CHOICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ethernet Product Delivery:</td>
</tr>
<tr>
<td>- Collocation</td>
</tr>
<tr>
<td>Gigabit Customer Fiber Interface:</td>
</tr>
<tr>
<td>- Multi-mode</td>
</tr>
</tbody>
</table>

**Internet Transport (Local Loop)**

**Router**

**CSU/DSU**

**Miscellaneous**

**Managed Security Services (Addendum Attached)**

**Product Delivery:** | Network Based | CPE Based | Both |
|---------------------|---------------|----------|------|

**Choose MSS**

**Shared Web Hosting**

**DNS**

**Primary DNS (1+)**

**Secondary DNS (1+)**

**DATA SERVICES TOTAL**

| | $5,000.00 |
| | $0.00 |

**TOTAL MONTHLY RECURRING AND INSTALL CHARGES:**

| | $5,000.00 |
| | $0.00 |
### Customer Information

<table>
<thead>
<tr>
<th>Select Order Activity</th>
<th>New</th>
</tr>
</thead>
<tbody>
<tr>
<td>Status of Contract</td>
<td>N/A</td>
</tr>
<tr>
<td>TWTC Standard Terms and Conditions</td>
<td>N/A</td>
</tr>
<tr>
<td>TWTC Master Service Agreement</td>
<td>N/A</td>
</tr>
<tr>
<td>Date filed</td>
<td>11/16/06</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Customer Name</th>
<th>County of Orange</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Address</td>
<td>1400 S Grand Avenue</td>
</tr>
<tr>
<td>Billing Address</td>
<td>1501 E. Saint Andrew Place, Suite 200, Santa Ana, CA 92705</td>
</tr>
<tr>
<td>City, County, State, Zip</td>
<td>Santa Ana, CA 92705-4400</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Procurement Contact</th>
<th>Diana Banzet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone</td>
<td>714-567-7506</td>
</tr>
<tr>
<td>Fax</td>
<td>714-567-5195</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Main Tech Contact 1</th>
<th>24x7 Help Desk - Ask for On-call Network Engineer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone</td>
<td>714-834-2449</td>
</tr>
<tr>
<td>Fax</td>
<td>None</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Main Tech Contact 2</th>
<th>Donna Lorenz</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone</td>
<td>714-796-8345</td>
</tr>
<tr>
<td>Fax</td>
<td>714-567-5052</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Main Tech Contact 3</th>
<th>Wesley Kanamori</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone</td>
<td>714-767-5101</td>
</tr>
<tr>
<td>Fax</td>
<td>714-567-5052</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Maintenance Contact 1</th>
<th>24x7 Help Desk, ask for On-call Network Engineer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone</td>
<td>714-834-2449</td>
</tr>
<tr>
<td>Fax</td>
<td>None</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Maintenance Contact 2</th>
<th>Donna Lorenz</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone</td>
<td>714-796-8345</td>
</tr>
<tr>
<td>Fax</td>
<td>714-567-5052</td>
</tr>
</tbody>
</table>

### Native LAN Service Information

<table>
<thead>
<tr>
<th>Product Name</th>
<th>Elite NLAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bandwidth</td>
<td>Dedicated</td>
</tr>
<tr>
<td>Configuration</td>
<td>Point-to-Point</td>
</tr>
<tr>
<td>VLAN Tag Service</td>
<td>Unlimited Tagged Service (UTS)</td>
</tr>
</tbody>
</table>

| # of ONEPorts | 10M Port | 100M Port | 7000M Port |

### Pricing and Charge Summary

| Total Monthly Recurring Charge | $35,000.00 |
| Total Change/Record Charge | $15,000.00 |
| Total Termination Charge | See MSA |
| Contract Term (Mo) | 86 Months |
| Deposit Amount | $ |
| Deposit Receipt Date | N/A |
| Percentage Interstate Usage (PIU) | 5% |

### Remarks

Standard Maintenance Windows: Time Warner Telecom may perform routine network maintenance between 12:00 AM and 6:00 AM local time, Monday through Sunday. Time Warner Telecom may extend or schedule additional windows if necessary.

Customer approves and accepts this Native LAN/Extended LAN/Storage Transport Service Order, which fully incorporates the associated the Master Service Agreement referred to on Main page and the VLAN Tag Service Order. Desired Installation Date for each order is subject to Time Warner Telecom internal provisioning intervals, which are specific to service type, quantity, location and availability. Provisioning interval begins after receipt of signed order and any other required documentation. The Time Warner Telecom Account person will provide a firm due date to customer upon receipt of all required information. Customer acknowledges that the individual executing this Order on Customer's behalf has full and complete authority to bind Customer.

**Time Warner Telecom Holdings Inc.**

**Signature:**

**Name (printed):** Dan Cross

**Title:** VP / General Manager

**Date:**

**Salesperson:** Manuel J Lopez

**County of Orange**

**Signature:**

**Name (printed):** Diana Banzet

**Title:** Assistant Contract Manager

**Date:** 11/14/06

**Version 2.4**

**Page 138 of 136**
**Native LAN Location Information**

<table>
<thead>
<tr>
<th>City Name</th>
<th>Orange County</th>
<th>Orange County</th>
<th>Orange County</th>
<th>Orange County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Port Loc &amp; Onset/Offnet</td>
<td>Location # 1</td>
<td>On-Net</td>
<td>Location # 2</td>
<td>On-Net</td>
</tr>
<tr>
<td>Interface Type</td>
<td>Optical</td>
<td></td>
<td>Optical</td>
<td></td>
</tr>
<tr>
<td>Port Size &amp; Bandwidth</td>
<td>1000 M Port</td>
<td>1000 Mbps</td>
<td>1000 M Port</td>
<td>1000 Mbps</td>
</tr>
<tr>
<td>Local Port Connectivity</td>
<td>Elite NLAN</td>
<td>Elite NLAN</td>
<td>Elite NLAN</td>
<td>Elite NLAN</td>
</tr>
<tr>
<td>Physical Address</td>
<td>1400 S. Grand Avenue</td>
<td>391 The City Drive South</td>
<td>1275 N. Berkeley Ave</td>
<td>849 Eshoff St</td>
</tr>
<tr>
<td>City, County</td>
<td>Santa Ana</td>
<td>Orange</td>
<td>Anaheim</td>
<td>Orange</td>
</tr>
<tr>
<td>State, ZIP</td>
<td>CA</td>
<td></td>
<td>CA</td>
<td></td>
</tr>
<tr>
<td>Demand/MaxFlt</td>
<td>1st Floor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-Net LSO CLLI</td>
<td>SNANCA01</td>
<td>ORNGCA14</td>
<td>FUTCNAL01</td>
<td>ORNGCA14</td>
</tr>
<tr>
<td>Location CLLI</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Service Provider (OSP)</td>
<td>NIA</td>
<td></td>
<td>NIA</td>
<td></td>
</tr>
<tr>
<td>Municipality</td>
<td>Santa Ana</td>
<td></td>
<td>Orange</td>
<td></td>
</tr>
<tr>
<td>Building Name</td>
<td>ACS Data Center</td>
<td>Fiber-4; B-NO</td>
<td>Fiber-6; B-9</td>
<td>Fiber-6; B-175</td>
</tr>
<tr>
<td>Site Contact</td>
<td>7x24 Help Desk—Ask for On Call Nwkn Est</td>
<td>7x24 Help Desk—Ask for On Call Nwkn Est</td>
<td>7x24 Help Desk—Ask for On Call Nwkn Est</td>
<td>7x24 Help Desk—Ask for On Call Nwkn Est</td>
</tr>
<tr>
<td>Site Phone No.</td>
<td>714-834-2449</td>
<td>714-834-2449</td>
<td>714-834-2449</td>
<td>714-834-2449</td>
</tr>
<tr>
<td>Hours of Access</td>
<td>7 x 24</td>
<td>7 x 24</td>
<td>7 x 24</td>
<td>7 x 24</td>
</tr>
<tr>
<td>Methods of Access</td>
<td>Call Help Desk</td>
<td>Call Help Desk</td>
<td>Call Help Desk</td>
<td>Call Help Desk</td>
</tr>
<tr>
<td>NTAP/xx</td>
<td>714084</td>
<td>714083</td>
<td>714082</td>
<td>714081</td>
</tr>
<tr>
<td>Circuit</td>
<td>LTWTC Equipment</td>
<td>Lucent WSM</td>
<td>Lucent WSM</td>
<td>Lucent WSM</td>
</tr>
<tr>
<td>Customer Premise Equipment</td>
<td>2-Fiber</td>
<td>2-Fiber</td>
<td>2-Fiber</td>
<td>2-Fiber</td>
</tr>
<tr>
<td>Type of Hand-Off from CPE</td>
<td>2-Fiber</td>
<td>2-Fiber</td>
<td>2-Fiber</td>
<td>2-Fiber</td>
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<tr>
<td>PORT MRC</td>
<td>$4,200.00</td>
<td>$600.00</td>
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<tr>
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<td>$17,500.00</td>
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<tr>
<td>NRC per Port</td>
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<td>Type 2 NRC</td>
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</tr>
<tr>
<td>Change Charges</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Termination Charges</td>
<td>See MSA</td>
<td>See MSA</td>
<td>See MSA</td>
<td>See MSA</td>
</tr>
</tbody>
</table>

**City Name**

<table>
<thead>
<tr>
<th>Orange County</th>
<th>Orange County</th>
<th>Orange County</th>
<th>Orange County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Port Loc &amp; Onset/Offnet</td>
<td>Location # 5</td>
<td>On-Net</td>
<td>Location # 6</td>
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<tr>
<td>Interface Type</td>
<td>Optical</td>
<td></td>
<td>Optical</td>
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<tr>
<td>Port Size &amp; Bandwidth</td>
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<td>Select BW</td>
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<tr>
<td>Local Port Connectivity</td>
<td>Elite NLAN</td>
<td>Elite NLAN</td>
<td>Elite NLAN</td>
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<tr>
<td>Physical Address</td>
<td>1770 N. Broadway</td>
<td>1001 S. Grand Ave</td>
<td>4601 Jamboree Rd</td>
</tr>
<tr>
<td>City, County</td>
<td>Santa Ana</td>
<td>Santa Ana</td>
<td>Irvine</td>
</tr>
<tr>
<td>State, ZIP</td>
<td>CA</td>
<td>CA</td>
<td>CA</td>
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<tr>
<td>Demand/MaxFlt</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
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<tr>
<td>Off-Net LSO CLLI</td>
<td>SNANCA01</td>
<td>SNANCA01</td>
<td>TUSTCA11</td>
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<tr>
<td>Location CLLI</td>
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<td>Other Service Provider (OSP)</td>
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<td>Municipality</td>
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<td>Building Name</td>
<td>Fiber-2, B-19</td>
<td>Fiber-3, B-99</td>
<td>Fiber-4, B-99</td>
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<td>Site Contact</td>
<td>7x24 Help Desk—Ask for On Call Nwkn Est</td>
<td>7x24 Help Desk—Ask for On Call Nwkn Est</td>
<td>7x24 Help Desk—Ask for On Call Nwkn Est</td>
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<td>Site Phone No.</td>
<td>714-834-2449</td>
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<td>Hours of Access</td>
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<td>Methods of Access</td>
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<td>Call Help Desk</td>
<td>Call Help Desk</td>
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<td>NTAP/xx</td>
<td>714084</td>
<td>714083</td>
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<td>Circuit</td>
<td>LTWTC Equipment</td>
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<tr>
<td>Customer Premise Equipment</td>
<td>2-Fiber</td>
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<td>Type 2 MRC</td>
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<tr>
<td>Termination Charges</td>
<td>See MSA</td>
<td>See MSA</td>
<td>See MSA</td>
</tr>
</tbody>
</table>

**Remarks**

Install 7 Elite LAN GigE circuits with full rate 1000 Mbps. Location is the ACS Data Center at 1400 S. Grand Avenue. The 7 Z-locations are listed above as sites 2-8. MSA is the County of Orange WAN Contact/Ref # 14208090005/1003008297.
# Contract History

<table>
<thead>
<tr>
<th>Contract Document Type</th>
<th>Contract Number</th>
<th>Contractor Name</th>
<th>Contract Period</th>
<th>Board Approved Contract Amount</th>
<th>Purpose</th>
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<tbody>
<tr>
<td>Original Contract</td>
<td>N1000008297</td>
<td>Time Warner Telecom Holdings, Inc.</td>
<td>11/14/06-11/13/09</td>
<td>$1,440,000.00</td>
<td>Original Contract (Board approved 11/14/2006, Agenda Item #56)</td>
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<tr>
<td>Amendment One</td>
<td>N1000008297</td>
<td>Time Warner Telecom Holdings, Inc.</td>
<td>N/A</td>
<td>N/A</td>
<td>Attachment A amended to revise Scope of Work (no Board action required)</td>
</tr>
<tr>
<td>Amendment Two</td>
<td>MA-017-10011150</td>
<td>TW Telecom Holdings, Inc.</td>
<td>11/14/09-11/13/10</td>
<td>$418,800.04</td>
<td>One Year Renewal – Year 4 (Board approved 11/10/2009, Agenda Item #25)</td>
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<tr>
<td>Amendment Three</td>
<td>MA-017-10011150</td>
<td>TW Telecom Holdings, Inc.</td>
<td>11/14/10-11/13/11</td>
<td>$403,752.00</td>
<td>One Year Renewal - Year 5 (Board approved 8/31/2010, Agenda Item #35)</td>
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<tr>
<td>Amendment Four</td>
<td>MA-017-10011150</td>
<td>TW Telecom Holdings, Inc.</td>
<td>7/1/11-11/13/11</td>
<td>($15,140.70)</td>
<td>Vendor Cost Reduction Program (Board approved Program whereby participating vendors voluntarily agreed to a 10% discount for a 12-mo. period in exchange for additional one year contract).</td>
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<td>Amendment Five</td>
<td>MA-017-10011150</td>
<td>TW Telecom Holdings, Inc.</td>
<td>9/1/11-11/31/12</td>
<td>$32,305.00</td>
<td>Increased Internet bandwidth (no Board action required - used 10% contract contingency)</td>
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<td>Amendment Six</td>
<td>MA-017-10011150</td>
<td>TW Telecom Holdings, Inc.</td>
<td>11/1/11-11/13/12</td>
<td>$71,957.20</td>
<td>Upgrade data circuit between Solano DR Site and County WAN (Board approved 10/4/2011, Agenda Item #35)</td>
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<tr>
<td>Amendment Seven</td>
<td>MA-017-10011150</td>
<td>TW Telecom Holdings, Inc.</td>
<td>11/14/12-11/13/13</td>
<td>$457,728.00</td>
<td>One Year Renewal – Year 7 (Board approved 10/30/2012, Agenda Item #32)</td>
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<tr>
<td>Amendment Eight</td>
<td>MA-017-10011150</td>
<td>TW Telecom Holdings, Inc.</td>
<td>12/19/12-11/13/13</td>
<td>$11,748.00</td>
<td>Increased Internet bandwidth (no Board action required - used 10% contract contingency)</td>
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<tr>
<td>Amendment Nine</td>
<td>MA-017-10011150</td>
<td>TW Telecom Holdings, Inc.</td>
<td>11/14/13-11/13/14</td>
<td>$422,400.00</td>
<td>One Year renewal - Year 8 (Board approved 11/5/2013, Agenda Item #38)</td>
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<tr>
<td>Amendment</td>
<td>MA-017-10011150</td>
<td>TW Telecom Holdings, Inc.</td>
<td>1/10/14-11/13/14</td>
<td>$42,000.00</td>
<td>Added a “Burstable Line” Option for the Internet Services (no Board action required - used 10% contract contingency)</td>
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<tr>
<td>---------------</td>
<td>-----------------</td>
<td>--------------------------</td>
<td>------------------</td>
<td>------------</td>
<td>------------------------------------------------------------------------------------------------------------------</td>
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<tr>
<td>Amendment Eleven</td>
<td>MA-017-10011150</td>
<td>TW Telecom Holdings, Inc.</td>
<td>11/14/14-11/13/15</td>
<td>$392,001.00</td>
<td>One Year Renewal - Year 9 (Board approved 10/28/2014, Agenda Item #33)</td>
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<tr>
<td>Assumption and Consent Agreement</td>
<td>MA-017-10011150</td>
<td>Level 3 Communications, LLC</td>
<td>N/A</td>
<td>N/A</td>
<td>Level 3 acquired TW Telecom and assumed the Contract (Board approved 6/16/2015, Agenda Item #18)</td>
</tr>
<tr>
<td>Amendment Twelve</td>
<td>MA-017-16010665</td>
<td>Level 3 Communications, LLC</td>
<td>11/14/15-6/13/17</td>
<td>$543,039.57</td>
<td>19-Month Renewal - Year 10 (Board approved 10/27/2015, Agenda Item #22)</td>
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<tr>
<td>Amendment Thirteen</td>
<td>MA-017-16010665</td>
<td>Level 3 Communications, LLC</td>
<td>6/14/17-6/13/18</td>
<td>$209,660.80</td>
<td>One Year Renewal – Year 11 (Board approved 5/23/2017, Agenda Item #71)</td>
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<td>Amendment Fourteen</td>
<td>MA-017-16010665</td>
<td>Level 3 Communications, LLC</td>
<td>8/16/17-6/13/18</td>
<td>N/A</td>
<td>Updated circuit site address (no Board action required)</td>
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<tr>
<td>Amendment Fifteen</td>
<td>MA-017-16010665</td>
<td>Level 3 Communications, LLC</td>
<td>6/14/18-6/13/19</td>
<td>$2,039,664.00</td>
<td>One Year Renewal – Year 12 (Board approved 6/5/2018, Agenda Item #23)</td>
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<td><strong>Board Approved Cumulative Contract Total:</strong></td>
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<td></td>
<td><strong>$6,833,291.71</strong></td>
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<tr>
<td>Amendment Fifteen</td>
<td>MA-017-16010665</td>
<td>Level 3 Communications, LLC</td>
<td>6/14/18-6/13/19</td>
<td>($1,680,000.00) (Proposed)</td>
<td>(Amendment Number 16 will replace and amend a portion of Amendment Number 15, thereby eliminating $1,680,000 in expenditures that would have been incurred under Amendment Number 15)</td>
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<tr>
<td><strong>Revised Cumulative Contract Total:</strong></td>
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<td></td>
<td><strong>$5,153,291.71</strong></td>
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<td>Amendment Sixteen</td>
<td>MA-017-16010665</td>
<td>Level 3 Communications, LLC</td>
<td>5/7/19-6/30/21</td>
<td>$11,614,797.77 (Proposed)</td>
<td>26-Month Renewal – Year 13</td>
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<td><strong>Proposed Cumulative Contract Total:</strong></td>
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<td></td>
<td><strong>$16,768,089.48</strong></td>
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ASSIGNMENT, TRANSFER, AND ASSUMPTION AGREEMENT

ATOS: ATOS INTERNATIONAL, and its affiliates including ATOS GOVERNMENTAL IT OUTSOURCING SERVICES, LLC
2500 Winchester Avenue
Suite 300
Purchase, NY 10577

LEVEL 3: LEVEL 3 COMMUNICATIONS, LLC, D/B/A CenturyLink
1025 Eldorado Blvd.,
Broomfield, CO 80021-8869

COUNTY: COUNTY OF ORANGE
OCIT/Contracts & Purchasing Division
11055 N. Main Street, 6th Floor
Santa Ana, CA 92701

THIS ASSIGNMENT, TRANSFER, AND ASSUMPTION AGREEMENT (this "Agreement") is made effective as of the ___ day of ____________ ("Effective Date"), between ATOS INTERNATIONAL, a French Societe par Actions Simplifiee (registered with the Pontoise Commercial Registry under No 412 190 977), on behalf of itself and its affiliates including ATOS GOVERNMENTAL IT OUTSOURCING SERVICES, LLC, a Delaware limited liability company ("ATOS"), LEVEL 3 COMMUNICATIONS, LLC, a Delaware limited liability company ("Level 3"), D/B/A CenturyLink, and COUNTY OF ORANGE COUNTY ("County"). ATOS, Level 3, and County shall be referred to each individually as "Party" and, collectively as the "Parties" to this Agreement.

WITNESSETH

WHEREAS, ATOS is a party to Circuit Identification and Product Identification Numbers and Services identified in Exhibit A attached hereto for service with Level 3, and its affiliates (the "Assigned Services"); and

WHEREAS, the Parties desire that the Assigned Services be assigned and transferred so that Level 3, and its affiliates, may provide the Assigned Services directly to the County pursuant to the Wide Area Network Transport Services Agreement, Contract MA-017-16010665 between Level 3 and County, (as amended the "Level 3 County MSA"); and

WHEREAS, ATOS desires to assign all of its right, title and interest in the Assigned Services to County as provided herein as of July 1, 2019 (the "Transfer Date"); and

WHEREAS, County desires to accept the assignment and transfer of all the right, title and interest of ATOS in the Assigned Services, and to comply with the obligations applicable to the Assigned Services that are described in the Level 3 County MSA, as of the Transfer Date; and

WHEREAS, Level 3 consent and agree to the assignment and transfer of the Assigned Services from ATOS to County; and

WHEREAS, Level 3 will provide the Assigned Services directly to the County under the Level 3 County MSA as of the Transfer Date; and
WHEREAS, County and ATOS agree that the services provided to County by ATOS under the Master Services Agreement for IT Services by and between County and Atos Governmental IT Outsourcing Services, LLC with an effective date of September 10, 2013 ("Atos MSA") that are substantially similar to the Assigned Services will be terminated, without penalty, effective as of the Transfer Date; and

WHEREAS, County and Level 3 have executed Amendment Number 16 to the Level 3 County MSA wherein the Assigned Services are described in Attachment C (Service Schedules) thereto and will be made part of the Level 3 County MSA upon execution of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals (which are incorporated herein by this reference), and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. This Agreement and the Parties’ agreements, rights, and obligations hereunder are conditional upon and shall not come into effect unless and until the County Board of Supervisors has approved Amendment Number 16 to the Level 3 County MSA ("Amendment Number 16"), and Amendment Number 16 has been duly executed by the parties thereto. Following completion of the foregoing conditions and execution of this Agreement, County intends to provide written notice to ATOS GOVERNMENTAL IT OUTSOURCING SERVICES, LLC of its intention to terminate the disentanglement circuit services provided by ATOS GOVERNMENTAL IT OUTSOURCING SERVICES, LLC under the Atos MSA that are substantially similar to the Assigned Services as of July 1, 2019.

2. ATOS hereby assigns and transfers to County all of the right, title and interest of ATOS in, to and under the Assigned Services, effective as of the Transfer Date free and clear of, and without any kind of financial obligation, mortgage, pledge, lease, license, charge, lien, claim, security interest, liability, encumbrance, commitment, debt, cost, charge, expense, tax obligation, and contractual obligation of any kind including, but not limited to, any duration or term obligations, associated with the Assigned Services. For sake of clarity, the Parties agree that the County’s only obligations including, but not limited to, duration and term commitments, with respect to the Assigned Services are those obligations agreed to by the County in the Level 3 County MSA and the County disclaims and does not assume any obligations hereunder of ATOS.

3. County hereby accepts the foregoing assignment and transfer of the Assigned Services as of the Transfer Date. From and after the Transfer Date, the Assigned Services identified in this Agreement shall be governed by and subject to the Level 3 County MSA, and any contractual obligations of the County with respect to the Assigned Services will be as described in the Level 3 County MSA. As a result of the assignment, the Circuit Identification Numbers, Product Identification Numbers or other service identifiers may change and such new identifier information will be set forth on invoices for the Assigned Services thereafter.

4. ATOS and County agree that as of the Transfer Date, all services that are provided by ATOS to County that are the same or substantially similar to the Assigned Services will terminate, without liability, cost, or expense to either Party.

5. ATOS and Level 3 agree that as of the Transfer Date, all Assigned Services that are provided by Level 3 to ATOS will cease being provided to ATOS, and ATOS will have no further liability or responsibility to Level 3 for the Assigned Services.

6. Level 3 hereby consents to the assignment and transfer by ATOS to County of ATOS's right, title and interest in, to and under the Assigned Services and agreement by County to comply with the obligations related to the Assigned Services as described under the Level 3 County MSA as of the Transfer Date.
7. Until the Transfer Date, all Parties will comply with individual agreements between the respective Parties with respect to the services that are the subject matter of this Agreement.

8. This Agreement may be executed in counterparts, which together shall constitute a single agreement. Each such counterpart, if executed by all Parties, shall be an original and all such counterparts together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signature of each Party's designated signatory.

9. ATOS, County, and Level 3 acknowledge and agree that in the event that either such Party does not have an executed or current agreement between the Parties, then any notices, requests, claims, demands and other communications under this Agreement shall be in writing and sent to the address(es) set forth above.

10. This Agreement has been negotiated and executed in the state of California, and this Agreement and all performance under it shall be governed by and construed in accordance with the laws of the State of California, without the application of its conflict of laws provisions. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

11. The Parties agree that the sole and exclusive venue of all actions and proceedings arising in connection with this Agreement shall be a court of competent jurisdiction located in Orange County, California, and all such actions and proceeding shall be tried and litigated exclusively in the state or federal (if permitted by Law and a Party elects to file an action in federal court) courts located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section 9 (covering venue and jurisdiction). Each Party waives any right it may have to (A) assert the doctrine of forum non conveniens or similar doctrine, (B) object to venue with respect to any proceeding brought in accordance with this Section 9 (covering venue and jurisdiction), or (C) otherwise request that an action be transferred for adjudication to another county. Notwithstanding the foregoing, if any action or proceeding outside of the state or federal courts in Orange County, California is necessary to collect or enforce any order, injunction, award, or judgment of the United States court, there shall be no contractual restriction on the jurisdiction or venue for such action or proceeding.

12. In any action or proceeding to enforce or interpret any provisions of this Agreement, or where any provision hereof is asserted as a defense, each Party shall bear its own attorney's fees, costs, and expenses.

13. Each Party represents to the other Party that it has all necessary rights, powers and authority to enter into and perform under this Agreement, and that the execution of this Agreement, as evidenced by the signatures below, has been duly authorized by such Party. The Parties acknowledge that, upon execution, this Agreement constitutes a legal and binding obligation of the Parties enforceable according to its terms. This Agreement is binding on the Parties and their respective successors and permitted assigns.

(Remainder of page intentionally left blank.)
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and on the dates indicated below.

LEVEL 3 COMMUNICATIONS, LLC, D/B/A CenturyLink*

_______________________________
Signature

Printed Name  Dwight E. Steiner

Title  VP, Dep. Gen. Counsel

Date  4/23/2019

_______________________________
Signature

Printed Name  Susan Baker

Title  Manager-Offer Management

Date  4/23/2019

* If a corporation, this Agreement must be signed by two (2) corporate officers. The first signature must be provided by the Chairman of the Board, President, or any Vice President, and the second signature must be provided by the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

(Remainder of page intentionally left blank.)
ATOS INTERNATIONAL, for itself and for each of its affiliates and subsidiaries*

Signature  
AURELIA TREMBLAYE  
Printed Name  
SVP & Group CPO  
Title  
avril 18, 2019 | 14:58:19 PM EDT  
Date

* If a corporation, this Agreement must be signed by two (2) corporate officers. The first signature must be provided by the Chairman of the Board, President, or any Vice President, and the second signature must be provided by the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

ATOS GOVERNMENTAL IT OUTSOURCING SERVICES, LLC, for itself and for each of its affiliates and subsidiaries*

Signature  
chris Zueski  
Printed Name  
CPO Americas  
Title  
April 17, 2019 | 19:30:10 PM EDT  
Date

* If a corporation, this Agreement must be signed by two (2) corporate officers. The first signature must be provided by the Chairman of the Board, President, or any Vice President, and the second signature must be provided by the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE

Date  
County Chief Information Officer

APPROVED AS TO FORM

Deputy County Counsel, County of Orange  
Date

Page 5 of 6

Attachment D: Page 5 of 27
EXHIBIT A
TO ASSIGNMENT, TRANSFER, AND ASSUMPTION AGREEMENT

Atos-County Circuit Transfer List/Assigned Services
Certificate Of Completion

Envelope id: 3370603FF5C54EC587508FF1D1677A37
Status: Sent
Subject: CW2289664 - Centurylink - Assignment and Assumption for County of Orange - NAO 4.19
Source Envelope:
Document Pages: 7
Certificate Pages: 5
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking
Status: Original
4/15/2019 10:13:50 AM
Holder: NAO Procurement2
nao.procurement2@atos.net
Location: DocuSign

Signer Events
Chris Zueski
chris.zueski@atos.net
CPO Americas
Atos IT Solutions and Services, Inc.
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 12/19/2017 7:20:10 PM
ID: a136b8f7-76ac-4bb6-8f93-e14c4dd1cd20
Signature Adoption: Pre-selected Style
Using IP Address: 50.84.181.3
Signed using mobile

Jayesh Maroo
Jayesh.maroo@atos.net
CFO
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 9/10/2018 1:41:13 PM
ID: 72a29e5b-9e99-7f42b8797567
Signature Adoption: Pre-selected Style
Using IP Address: 67.222.211.165

AURELIA TREMBLAYE
Aurelia.Tremblaye@atos.net
SVP & Group CPO
Atos
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 10/15/2018 5:03:45 AM
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Signature Adoption: Drawn on Device
Using IP Address: 80.215.108.252
Signed using mobile

AURELIA TREMBLAYE
Aurelia.Tremblaye@atos.net
SVP & Group CPO
Atos
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 10/15/2018 5:03:45 AM
ID: 95335e07-e69a-40c4-9861-b0e7478f91bb
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<td><a href="mailto:tracy.joeckel@centurylink.com">tracy.joeckel@centurylink.com</a></td>
<td>Sr. Director, Offer Management</td>
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### Timestamps

- **Sent**: 4/19/2019 11:23:42 AM
- **Viewed**: 4/19/2019 11:38:56 AM

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### Electronic Record and Signature Disclosure

- **Acceptance Information**: Accepted: 6/1/2018 10:32:43 AM ID: 5c927b97-b094-4c12-84aa-3bf448d67410
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### Notary Events

### Envelope Summary Events

**Envelope Sent**: Hashed/Encrypted 4/19/2019 11:23:42 AM

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### Attached Document

**Attachment D - Assignment, Transfer and Assumption Agreement**

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*Attachment D: Page 8 of 27*
CONSUMER DISCLOSURE

From time to time, Atos (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.
How to contact Atos:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contract.management.us.it-solutions@atos.net

To advise Atos of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at contract.management.us.it-solutions@atos.net and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Atos.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to contract.management.us.it-solutions@atos.net and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Atos

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to contract.management.us.it-solutions@atos.net and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

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** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "I agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Atos as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Atos during the course of my relationship with you.
CERTIFICATE OF THE ASSISTANT SECRETARY
OF
LEVEL 3 COMMUNICATIONS, LLC

The undersigned, Joan E. Randazzo, Assistant Secretary, hereby certifies as of the date hereof that:

1. That I am Assistant Secretary of Level 3 Communications, LLC, a Delaware Limited Liability Company (the “Company”).

2. The Company is duly organized, validly existing and in good standing under the laws of the State of Delaware.

3. That as of the date of this certificate, Susan K. Baker is employed by the Company or one of the affiliates as Manager Offer Management and, has the authority to execute on behalf of the Company any and all documents, as long as such action are consistent with the Corporation’s policies. This authority shall terminate on February 1, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand of the Corporation this 13th day of February 2019.

Joan E. Randazzo, Assistant Secretary
Level 3 Communications, LLC
POWER OF ATTORNEY
(External Authority)

I, …Jayesh Maroo……………………………………………..……… (name)

Acting in my capacity of Company CFO for the following entities;

- Atos, Inc. (723)
- Atos IT Solutions and Services, Inc. (376)
- Atos Restaurant Technology Services, LLC (938)
- Atos IT Outsourcing Services, LLC (931)
- Atos Healthcare Services, LLC (933)
- Atos Governmental IT Outsourcing Services, LLC (932)
- Atos Digital Health Solutions, Inc. (322)
- Anthelio Global, Inc. (321)
- Pyramid Healthcare Holdings, Inc. (326)
- Pyramid Healthcare Solutions, Inc. (327)
- Unify, Inc. (017) Canada
- Unify, Inc. (288) US
- Unify US Holdings, Inc. (289)
- Evidian Systems, Inc. (901)
- Atos Public Safety, LLC (333)
- Z Data, Inc. (347)
- Atos Convergence Creators Corp. (408)
- Amesys Canada, Inc. (836)
- Atos Global Delivery Center Mexico de RL de CV (930)
- Atos IT Business Services S de RL de CV (744)
- Atos IT Solutions and Services S de RL de CV (745)
- Bull Mexico S.A. de C.V. (TBD)
- Unify Communications Servicios, S.A. de C.V. (180)
- Unify Communications, S.A. de C.V. (181)

Hereby delegates to … Christopher Zueski, Procurement NAO

Without authority to sub-delegate, authority to sign contracts for the matters and up to the amount specified below:\n
Matters: …………
1) Supplier Contracts including Non-Disclosure Agreements

Amount: …………
Up to $5m
Delegation of Authority Policy

version: 1.5

Date and place ……January 1, 2019 and Dallas, Texas…..
Name………………… Jayesh Maroo, CFO

Signature…………………….

DocuSign Envelope ID: CAE747F3-DB1C-4981-A9A2-1DFB00E15095
Delegation of Authority Policy

version: 1.5

Christopher Zueski, Procurement NAO, hereby confirm that I have read and understood the document entitled “Atos Authorization Rules – Delegation of Authority Policy” as amended from time to time (“Authorization Rules”). I hereby confirm that I will abide by the provisions of the Authorization Rules and the limited power of external signature, delegated by the present Power of Attorney.

I confirm that I have understood that I am not authorized to sub-delegate the authority I have received from the Authorization Rules.

I also confirm I have been informed that I could be held personally liable in case of breach of the Authorization Rules and/or of the present Power of Attorney.

The present POA shall terminate and replace, upon its signature, any POA granted previously and shall terminate upon the earlier of my resignation from Atos, notice of termination of employment and/or the POA from the Company.

Date and Place… January 1, 2019 and Purchase, NY
Name + Title…… Christopher Zueski, Procurement NAO
POUVOIR

Je soussigné Philippe MAREINE, agissant en qualité de Président de la Société ATOS INTERNATIONAL, société par actions simplifiée de droit français, dont le siège social est situé 80 Quai Voltaire, River Ouest – 95870 Bezons, immatriculée sous le numéro 412 190 977 au Registre du Commerce et des Sociétés de Pontoise (ci-après dénommée « la Société »),

Délègue les pouvoirs suivants à Aurélia TREMBLAYE, Directrice Achats Groupe, de représenter la Société pour la négociation, la certification de tous documents ou la signature de tous accords commerciaux, transactions ou contrats d’achat, et en particulier :

- Négocier et signer tout achat ou investissement réalisé par toute société du Groupe Atos, dont le montant est inférieur à 5 millions d’euros ;
- Négocier et signer toute transaction avec un fournisseur effectuée par toute société du Groupe Atos, dont le montant est inférieur à 5 millions d’euros ;

Ce pouvoir est régis par le droit français et sera irrévocable jusqu’à ce qu’il soit résilié par écrit.

Fait à Bezons,
Le 12 Octobre 2018

[Signature]

Philippe MAREINE*
Président
* Signature précédée de la mention : « Bon pour délégation de pouvoirs »

[Signature]

Aurélia TREMBLAYE *
* Signature précédée de la mention : « Bon pour acceptation de pouvoirs »
Philippe,

Dans le cadre d’une déviation à la DOA Policy Groupe autorisée précédemment à l’égard d’Enguerrand de PONTEVES,

Je vous prie de bien vouloir signer un pouvoir de signature au nom d’ATOS International SAS en faveur d’Aurelia TREMBLAYE, en qualité de Group Head of Purchasing, s’agissant d’une autorisation permanente de signature de contrats d’achats groupe n’excédant pas 5 million d’euros.

Il s’agit de faciliter le processus de signature en évitant de requérir votre signature à chaque contrat ou commande impliquant Atos International SAS en deçà de 5 millions d’euros. La procédure de validation des achats continue de s’appliquer bien évidemment comme précédemment.

Restant à votre disposition pour toute question.

Henri

Alexandre Menais
POWER

I am the undersigned Philippe MAREINE, acting as President of the company ATOS INTERNATIONAL, a simplified joint-stock company under French law, whose registered office is located at 80 Quai Voltaire, River West- 95870 Bezons, registered under number 412 190 977 at Trade and Companies Register of Pontoise (hereinafter referred to as "the Company"),

Delegates the following powers to Aurelia TREMBA YE, Group Purchasing Director, to represent the Company for the negotiation, certification of all documents or the signing of any commercial agreements, transactions or purchase agreements, and in particular:

- Negotiate and sign any purchase or investment realized by any company Atos Group, the amount is less than a 5 million;
- Negotiate and sign any transaction with a supplier shall performed by any company Atos Group, the amount is less than 5 million euros;

This power is governed by the law from and is irrevocable until is terminated in writing.

Made in Bezons,
October 12, 2018

Philippe MAREINE *
President
* Signature preceded by the words: "Good for delegation of powers"
Philip, 

As part of a deviation has DOA Policy Group has previously authorized the respect of Enguerrand of PONTEVES.

I you pray of well want to sign a power of signature the name ATOS International SAS in favor of Aurelia TREMBLAYE, as Group Head of Purchasing, for a permanent authorization to sign group purchasing contracts not exceeding 5 million euros.

This is to facilitate the signing process by avoiding to require your signature to each contract or order involving Atos International SAS in December; has of 5 million euros. The procedure of validation of purchases continues to apply obviously as previously.
Remaining at your disposal for any questions.

Henry

Alexander Menais

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Attachment D: Page 27 of 27
Contract Summary Form

Level 3 Communications, LLC D/B/A CenturyLink would be a party to Amendment Number 16 and

Atos International, Atos Governmental IT Outsourcing Services, LLC, and Level 3 Communications, LLC D/B/A CenturyLink would be parties to the proposed Assignment, Transfer and Assumption Agreement

SUMMARY OF SIGNIFICANT CHANGES

1. Amendment Number 16 to the Contract With Level 3 Communications, LLC

In Amendment Number 16 (Amendment 16) to the County’s Contract with Level 3 Communications, LLC D/B/A CenturyLink (Level 3), contract Attachments A (Scope of Work) and B (Cost/Compensation) have been deleted and replaced in their entirety, and contract Attachments C (Service Schedules and Service Level Agreements) and D (County of Orange Circuit List) have been added to the contract. The new scope of work, compensation structure, service schedules and circuit lists provide for Level 3 to begin providing circuit services previously provided by another County vendor, Atos Governmental IT Outsourcing Services, LLC, and a renewal of existing circuit services already provided under the contract.

Under General Terms and Conditions, Paragraph “K” entitled, “Termination”, has been modified to include the following text:

“After the County provides 30 days’ written notice to Contractor, the County shall have the right to terminate without cause individual Services, including but not limited to Existing Services, Transferred Services, and New Services, products, or circuits, and any portion of the foregoing, under the Contract without terminating the Contract in its entirety and without payment of any termination liability, fee, cost, obligation, charge, liability, or other expense of any kind except as follows:

A. Circuit Expiration Date Passed/Monthly Services: For any Services, products, and circuits including, but not limited to, Existing Services and Transferred Services listed on Attachment D (County of Orange Circuit List) that have a Circuit Expiration Date prior to the Effective Date of Amendment Number 16 or a Circuit Expiration Date that has passed as of the time of disconnection or termination, those Services shall not be subject to termination liability under Paragraph “K” of the Contract and will be treated as, and constitute, a Month-to-Month Service. The County shall have the right to disconnect or terminate any such Month-to-Month Service(s), at any time, without cause, and without payment of any termination liability, fee, cost, obligation, charge, liability, or other expense of any kind other than full payment of the applicable Monthly Recurring Charges up to the date that County has provided applicable notice for such Service(s), product(s) or circuit(s) to be disconnected or terminated. The County shall have the right to disconnect and terminate the Service(s), product(s), or circuit(s), or any portion thereof, by providing Contractor with (1) any form of written notice of the County’s intention to terminate any such Services, or any portion thereof with at least 30 days prior written notice; or (2) expiration or termination of this Contract.

B. Existing Services and Transferred Services With Ongoing Commitment Term: For Existing Services and Transferred Services that are listed in Attachment D (County of Orange Circuit List) that have a Circuit Expiration Date that has not yet passed as of the time of disconnection or
termination, in the event the County desires to disconnect or terminate such Existing Services, or any portion thereof, the County shall either (1) pay Contractor the applicable Monthly Recurring Charges for the disconnected or terminated Services, products, or circuits up through and including the Circuit Expiration Date (if the Circuit Expiration Date has passed, such Services and circuits may be disconnected or terminated without payment of any termination liability, fee, cost, obligation, charge, liability, or other expense of any kind); or (2) avoid any termination charges or other financial obligations related to disconnection or termination of the Services and/or circuits described in the foregoing section 3(B)(1) by ordering, within 30 days of the disconnection or termination, new Services, products, or circuits that have Monthly Recurring Charges the sum of which (Monthly Recurring Charge X number of months until Circuit Expiration Date as reflected in Service Order or amended Attachment D = sum of charges for the New Services) are equal to or greater than the sum of the applicable Monthly Recurring Charges for the Services, products, or circuits terminated (Monthly Recurring Charge X number of months until the Circuit Expiration Date, as reflected in Attachment D (County of Orange Circuit List), column Q = sum of charges terminated). The Parties agree that after the Circuit Expiration Date, Existing Services will continue on a month to month basis and will constitute Monthly Services until the County disconnects or terminates the Services or the expiration or termination of this Contract, whichever is earlier.

C. Consecutive Outages: County may elect to terminate an affected Service including, but not limited to, New Services, Existing Services, Transferred Services, any product or service described in Attachment C – Service Schedules, and if applicable an affected Converged Voice-Internet Service at any time (e.g. prior to the end of the Service Term, Commitment Term, and/or Circuit Expiration Date) without termination liability, fee, cost, obligation, charge, or other expense of any kind, if, for reasons other than an Excused Outage, such Service becomes Unavailable (a) twice during a 30-day period, and becomes Unavailable a third time within 30 days following the second event; or (b) more than 24 hours in the aggregate in any calendar month. “Unavailable” means that a Service is not usable by County for a 60 consecutive minute period, and each period of unavailability counts for a single event, e.g., a 6 hour consecutive period is one period of unavailability. County must open a trouble ticket with Contractor pursuant to Contractor’s systems for each instance that a Service is Unavailable. County shall have the right, but not the obligation, to terminate such Service that is Unavailable as described above, after County, in a written notice to Contractor: (1) identifies the repeat periods that a Service was Unavailable; (2) gives Contractor 30 days’ written notice to cure the root cause of the repeat causes of the Service being Unavailable; and (3) exercises its right to terminate the affected Service(s) under this Section, in writing, within 30 days after the County determines Contractor failed to cure the root cause. For clarification, termination of a Converged Voice-Internet Service will result in termination of all applicable Services bundled together as the Converged Voice-Internet Service under the Order. As of the effective date of Amendment 16, no periods of Unavailability exist for Transferred Services. The termination rights provided for in this section, are in addition to, and cumulative of, all other remedies at law, in equity or provided under this Agreement and are nonexclusive in nature.”

Under Additional Terms and Conditions of the contract, the following articles shall be incorporated herein by reference:

“30. Delegated Authority: Subject to and limited by the Reserved Dollars and Contract Not to Exceed Limit set forth in Attachment B (Cost/Compensation), Section II, the County’s Chief Information Officer (“CIO”) and his or her designees shall have the full authority of County to execute Service Orders, Circuit Disconnect Requests, and other written notices to add, modify, disconnect, and terminate
Existing Services, Transferred Services, New Services, Services described in Attachment A (SOW) for existing or new County locations, and other Services, products, or circuits under the Contract, or any portion thereof. The foregoing delegated authority includes the authority to approve Monthly Recurring Charges, Non-Recurring Charges, other expenses, and the operational details for Service Orders and Circuit Disconnect Requests, all subject to and limited by the Reserved Dollars and Contract Not to Exceed Limit set forth in Attachment B (Cost Compensation). For the avoidance of doubt, the County’s CIO is not authorized to execute any amendment to this Contract without the explicit approval of the County’s Board of Supervisors.”

2. **Assignment, Transfer and Assumption Agreement**

If approved by the Board, the proposed Assignment, Transfer and Assumption Agreement would be a new agreement between the County, Atos International, Atos Governmental IT Outsourcing Services, LLC (Atos), and Level 3 under which the parties would agree to a framework that would allow the County to purchase directly from Level 3 circuit services currently provided by Atos and transfer those circuit services from Atos’s contract with Level 3 to the County’s contract with Level 3, under Amendment 16 described above.

**SUBCONTRACTORS**

This contract does not currently include subcontractors or pass through to other providers.

**CONTRACT OPERATING EXPENSES**

Under Amendment 16, the total additional amount being requested for the period May 7, 2019 through June 30, 2021 is $11,614,798 for a revised cumulative contract amount of $16,768,089. This amount includes a limited pool of money known as “Reserved Dollars” in an amount not to exceed $1,357,200 (excluding taxes, surcharges, and fees) that may be used to purchase new services that are substantially similar to the types of services described in the Contract’s scope of work and are required to support future changes in the County’s facilities or circuit requirements.

Under the Assignment, Transfer and Assumption Agreement, the County’s financial obligations with respect to the circuits to be transferred are those stated in Amendment 16 and the Transferred Circuit Services would be transferred without other financial encumbrances or costs.

Provided the Board approves Amendment 16 and the Assignment, Transfer and Assumption Agreement, the financial obligations payable to Atos under the County’s separate Master Services Agreement with Atos for Network, Voice and Security Services, for circuit services substantially similar to those provided for in Amendment 16, will end and be replaced by the financial obligations payable to Level 3 under Amendment 16.
MEMORANDUM

To: Chairwoman Lisa Bartlett

From: Supervisor Andrew Do

Date: 05/01/2019

RE: Supplemental Item for 05/07 Agenda – Appointment of Dr. Kimberly H. Ho to the OC Waste Management Commission, District 1 Vacancy

Please add the following supplemental item for the May 7, 2019 Board of Supervisors meeting:


Thank you.
APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

Return to:
Clerk of the Board of Supervisors
333 West Santa Ana Blvd., Suite 465
Santa Ana, California 92701
Website: www.ocgov.com/gov/cob/

Instructions: Please complete each section below. Be sure to enter the title of the Board, Commission or Committee for which you desire consideration. For information or assistance, please contact the Clerk of the Board of Supervisor's Office at (714) 834-2206. Please print in ink or type. This application shall be maintained for a period of 1 year. After one year, it is necessary to file a new application for another year of eligibility.

BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP:
OC Waste Management Commission

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: ☑ First ☐ Second ☐ Third ☐ Fourth ☐ Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:

Kimberly Hanh Ho

First Name Middle Name Last Name

Street Address City State Zip Code

Home Phone Number Cell Phone Number

Email Address

CURRENT EMPLOYER: Apogee International

OCCUPATION/JOB TITLE: CEO

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

ARE YOU A CITIZEN OF THE UNITED STATES: ☑ YES ☐ NO

NAME OF COUNTRY OF CITIZENSHIP: USA

ARE YOU A REGISTERED VOTER? ☑ YES ☐ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange

EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would be helpful in evaluating your application.

Page 1 of 2

Revised 3-29-17
LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

ORGANIZATION/SOCIETY

SEE RESUME

FROM (MO./YR.)

TO (MO./YR.)

WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)? ☒YES ☐NO

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST? ☐YES ☒NO

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY, EXCLUDING ARRESTS OR DETentions THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIAcLY DISMISSED, EXPUNGED OR ORDERED SEALED; AND CERTAIN MARIJUANA RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 – AS THEY RELATE TO MARIJUANA)? ☒YES ☐NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.

----------

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

I serve as a Vice-Mayor of my city and would like to be involved with the County since we do collaborate in many ways.

DATE: 6/19/2019

APPLICANTS SIGNATURE: Kimbalght

CLERK OF THE BOARD OF SUPERVISORS USE ONLY – DO NOT WRITE BELOW THIS LINE

Date Received: ___________________________ Received by: ___________________________

Deputy Clerk of the Board of Supervisors

Date referred: ___________________________

To: □ BOS District 1 □ BCS District 2 □ BOS District 3 □ BOS District 4 □ BOS District 5

□ All BOS □ BCC Contact Person Name

Revised 3-29-17

Page 2 of 2
Kimberly Ho

PUBLIC SERVICES EXPERIENCE
Vice-Mayor, City of Westminster
2019 - PRESENT
Council Member
2016-2019

Public Cable Television Authority
Board Member
2019 - PRESENT

West Orange County Water Board
Board Member
2016 - 2019
Commissioner of Planning, City of Westminster
2011-2014

EMPLOYMENT
Owner, Apogée International
1991-present

EDUCATION
University of California, Irvine — Executive MBA

University of Southern California — Postdoctoral Fellow
July 1987 – June 1989

University of The Pacific, Stockton — Pharm.D.
July 1984–June 1987

University of California, Los Angeles — BioChemistry
Sept 1981–June 1984

REFERENCES AVAILABLE UPON REQUEST
Revision to ASR and/or Attachments

Date: May 3, 2019
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Sheriff Don Barnes, Sheriff-Coroner
Re: ASR Control # Supplemental, Meeting Date 5/7/19 Agenda Item No. #S29C

Subject: California State University Fullerton for Law Enforcement Services

Explanation Please revise current Recommended Action to read as follows:

☑ Revised Recommended Action(s)

Authorize Sheriff-Coroner or designee to execute

Approve and authorize execution of the Agreement with California State University Fullerton for law enforcement services, for the period May 17, 2019 through May 19, 2019, in the not to exceed amount of $14,597.

☐ Make modifications to the:
  ☐ Subject ☐ Background Information ☐ Summary

☐ Revised Attachments (attach copy of revised attachment(s))
May 1, 2019

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the May 7, 2019, Board Hearing.

Agency: Sheriff-Coroner
Subject: California State University Fullerton Agreement for Law Enforcement Services
Districts: 4

Reason for supplemental: The ASR must be heard on May 7, 2019 to allow for the required services to be provided on May 17, 2019. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur: Chairwoman Lisa A. Bartlett, Supervisor, Fifth District

cc: Board of Supervisors
County Executive Office
County Counsel
SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE: 5/7/2019
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 4
SUBMITTING AGENCY/DEPARTMENT: Sheriff-Coroner
DEPARTMENT HEAD REVIEW: [Signature]
DEPARTMENT CONTACT PERSON(S):
  Jeff Hallock (714) 647-1804
  Ross Caouette (714) 647-1854

SUBJECT: California State University Fullerton Agreement for Law Enforcement Services

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Budgeted: Yes  
Current Year Cost: $14,597  
Annual Cost: N/A

Staffing Impact: N/A  
# of Positions: N/A  
Sole Source: N/A

Current Fiscal Year Revenue: $14,597  
Funding Source: N/A  
County Audit in last 3 years: No

Prior Board Action: N/A

RECOMMENDED ACTION(S)

Approve and authorize execution of the Agreement with California State University Fullerton for law enforcement services, for the period May 17, 2019 through May 19, 2019, in the not to exceed amount of $14,597.

SUMMARY:

Approval of the execution of the Agreement with California State University Fullerton will allow the Sheriff-Coroner Department to provide law enforcement services to maintain the safety and welfare of students and guests attending commencement ceremonies.
BACKGROUND INFORMATION:

California State University Fullerton (CSUF) requested law enforcement services from the Sheriff-Coroner Department (Sheriff) be provided for the commencement ceremonies being held at CSUF. Sheriff requests Board of Supervisors (Board) approval to execute the Agreement with CSUF for the provision of law enforcement services, for the period of May 17, 2019 through May 19, 2019, in the not to exceed amount of $14,597.05, as noted in the Recommended Action. Sheriff will evaluate staffing to ensure that adequate resources are available for the County of Orange.

CSUF will reimburse the County for law enforcement services provided by the Sheriff at full cost recovery rates, which include salaries, employee benefits, and overhead costs to include services and supplies, divisional, departmental and Countywide Cost Allocation Plan costs. Sheriff’s personnel and canines will be deployed to provide security at the commencement ceremonies.

This Agreement is submitted for Board approval less than 30 days prior to the start of the proposed services, as the Agreement was completed on April 29, 2019, which prevented this item from being presented for approval at an earlier Board Meeting.

FINANCIAL IMPACT:

CSUF is responsible for 100% of the costs related to this Agreement. The FY 2018-19 Budget for the Sheriff-Coroner Department includes appropriations and revenue for this Agreement.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Agreement
AGREEMENT

BETWEEN THE

COUNTY OF ORANGE

AND THE

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

THIS AGREEMENT is entered into this Twenty-sixth day of April 2019, which date is enumerated for purposes of reference only, by and between the COUNTY OF ORANGE a political subdivision of the STATE OF CALIFORNIA, hereinafter referred to as “COUNTY” and the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, which is the STATE OF CALIFORNIA acting in a higher education capacity, hereinafter referred to as “UNIVERSITY”.

WITNESSETH:

WHEREAS, UNIVERSITY wishes to contract with COUNTY Sheriff-Coroner Department, hereinafter referred to as “SHERIFF”, for supplemental law enforcement services during its 2019 commencement ceremonies at California State University, Fullerton; and

WHEREAS, COUNTY is agreeable to the rendering of such services on the terms and conditions hereinafter set forth:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:
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</table>
A. **TERM:**

The term of this Agreement is May 17, 2019 through May 19, 2019, inclusive, unless earlier terminated by either party in the manner set forth herein.

B. **OPTIONAL TERMINATION:**

COUNTY or UNIVERSITY may terminate this Agreement, without cause, upon five (5) days’ advance written notice to the other party.

C. **PAYMENT:**

1. UNIVERSITY agrees to pay to COUNTY the costs of performing the services mutually agreed upon in this Agreement. The cost of services includes: salaries, wages, benefits, mileage, services, supplies, and divisional, departmental and COUNTY General overhead.

2. The rate charged to UNIVERSITY by COUNTY shall be computed by SHERIFF in accordance with COUNTY Auditor-Controller’s law enforcement cost study in effect at the time the services are provided.

3. COUNTY shall invoice UNIVERSITY upon completion of the specific event.

4. UNIVERSITY shall pay COUNTY in accordance with COUNTY Board of Supervisors’ approved County Billing Policy, which is attached hereto as Attachment A, and incorporated herein by this reference.

5. COUNTY shall charge UNIVERSITY late payment penalties in accordance with County Billing Policy.

D. **ALTERATION OF TERMS:**

This Agreement fully expresses all understanding of UNIVERSITY and COUNTY with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

Page 3 of 6
E. STATUS OF COUNTY:

COUNTY is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between UNIVERSITY and COUNTY or any of COUNTY’S agents or employees. COUNTY and its SHERIFF shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by COUNTY pursuant to this Agreement. COUNTY, its agents and employees, shall not be entitled to any rights or privileges of UNIVERSITY employees and shall not be considered in any manner to be UNIVERSITY employees.

F. INDEMNIFICATION:

COUNTY, its officers, agents and employees shall not be deemed to have assumed any liability for the negligence or any other act or omission of UNIVERSITY or any of its officers or employees, or for any dangerous or defective condition of any public street or work or property of UNIVERSITY, or for any illegality or unconstitutionality of any law applicable to UNIVERSITY. UNIVERSITY shall indemnify and hold COUNTY, its officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon the condition of any public street or work or property of UNIVERSITY or upon the illegality or unconstitutionality of any law applicable to UNIVERSITY that SHERIFF had enforced, or upon any act or omission of UNIVERSITY, its officers, agents, employees, subcontractors or independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and UNIVERSITY shall defend at its expense, including attorney fees, COUNTY, its officers, agents, employees and independent contractors in any legal action or claim of any
F. INDEMNIFICATION: (Continued)

kind based upon such condition of public street or work or property, or alleged illegality or unconstitutionality of any law applicable to UNIVERSITY, or alleged acts or omissions.

1. COUNTY shall indemnify and hold UNIVERSITY, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of COUNTY, its officers, agents, employees, subcontractors or independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and COUNTY shall defend at its expense, including attorney fees, UNIVERSITY, its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

G. AUDIT

COUNTY agrees that UNIVERSITY, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds $10,000, with reasonable advance notice to COUNTY. COUNTY agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.
IN WITNESS WHEREOF, the parties have executed the AGREEMENT in the County of Orange, State of California.

BY: Trustees of the California State University

DATED:

COUNTY OF ORANGE

BY: Sheriff-Coroner

DATED:

APPROVED AS TO FORM:
Office of the County Counsel
Orange County, California

BY: Wendy A. Hulsey
Deputy
for Nicole Sims

DATED: 4/30/19
ATTACHMENT A

COUNTY BILLING POLICY
APPROVED BY BOARD MINUTE ORDER DATED OCTOBER 27, 1992

I. POLICY

All County agencies/departments/districts (County) governed by the Board of Supervisors shall bill contracting entities for materials and/or services provided under contract in accordance with the following standardized billing and collection policy. Billing frequency is dependent on whether the contract is a fixed price or actual cost contract. Payment due date is designed to be both responsive to the County’s cash flow needs and reasonable enough as to not require special processing by the contracting entity. If payments are not received by the required due dates, a late payment fee shall be computed and billed to the contracting entity in accordance with the requirements of this procedure.

Nothing herein shall affect the liability, including pre-judgment interest, of the contracting party for services or materials in as much as this is a policy to enact standard billing practices.

II. DEFINITIONS

A. Contract for the purposes of this policy - A contract is a formal written agreement, a purchase order from the contracting entity, or any other acceptable mutual understanding between the contracting parties.

B. Received by the County - The phrase “received by the County”, as used in Section VI of this policy, refers to the date a payment is received by the County. It is defined as the date the payment is in the County’s possession. It is not the date the payment is posted or deposited by the County.

III. FIXED PRICE CONTRACTS

A. Fixed Price (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued no later than five (5) working days after delivery by the County of the materials and/or services. Examples of such one-time, non-recurring provision of materials and/or services might be a city contracting with the Sheriff for security service at a parade or sporting event; or, a city purchasing a computer listing containing certain city-requested data. Payment due date shall be invoice date plus 30 days.

B. Fixed Price (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued according to the following frequency:

1. Annual Billings that total $10,000 or less per 12-month period shall be billed via one (1) annual invoice. Annual invoices will be issued for each 12-month period of the contract, or portions thereof. Invoices shall be issued no later than five working days after the beginning of each 12-month period. Payment due date shall be invoice date plus 30 days.
2. Quarterly Billings that are greater than $10,000 but not more than $200,000 per 12-month period, shall be billed in quarterly installments. Quarterly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into four (4) installments. Invoices shall be issued no later than 30 days after the beginning of each quarter. Payment due date shall be 60 days after the beginning of each calendar quarter.

3. Monthly Billings that are greater than $200,000 per 12-month period shall be billed in monthly installments. Monthly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into 12 installments. Invoices shall be issued on or before the first day of each service month. Payment due date shall be 30 days after the beginning of each service month.

An example of a fixed price contract for ongoing, recurring provision of materials and/or services might be a city contracting with the Sheriff for law enforcement services.

IV. ACTUAL COST CONTRACTS

A. Actual Cost (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued after delivery by the County of the materials and/or services and no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

B. Actual Cost (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued on a monthly basis and shall represent the cost of materials and/or services provided to the contracting entity during the previous calendar month. Such invoices shall be issued no later than 15 days after the close of the monthly billing period. If the County agency/department/district does not utilize a monthly billing cycle, the invoice shall be issued no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

Examples of actual cost contracts for the ongoing, recurring provision of materials and/or services might be a city contracting with the County for communications equipment repair or waste disposal at a County landfill.

V. PAYMENT DUE DATES

Notwithstanding the provisions of Sections II and III above, payment due date shall be at least invoice date plus 30 days. If the County is late in issuing an invoice, the contracting entity would always have at least invoice date plus 30 days to pay. If the County is early in issuing an invoice, the contracting entity would still have a payment due date of either 60 days after the beginning of the quarter (quarterly invoices) or 30 days after the beginning of the service month (monthly invoices).

(EXAMPLES: An invoice for October service, dated and issued October 8 (late) would have a payment due date of November 7. An invoice for August service, dated and issued July 20 (early) would have a payment due date of August 30.)
VI. LATE CHARGES

The late payment of any invoiced amount by a contracting entity will cause the County to incur costs not contemplated by the County/contracting entity agreement, the exact amount of such cost will be extremely difficult to ascertain. Such costs include, but are not limited to, costs such as administrative follow-up and processing of delinquent notices, increased accounting costs, etc.

Late charges will be assessed in the following situations:

- Over-the-counter payments will be assessed a late charge if any payment is not received by the County by the payment due date.

- Payments transmitted to the County via the U.S. Mail that have the payer’s postage meter mark will be assessed a late charge if any payment is not received by the County by the payment due date plus one day.

- Payments transmitted to the County via the U.S. Mail that have a U.S. Post Office postmark dated after the payment due date will be assessed a late charge.

The late charge assessed in each of these situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid plus $100.00 for late payments made within 30 days of the payment due date. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional 30-day period that the payment remains unpaid. Late charges shall be added to the payment and invoiced to the contracting entity in accordance with this policy.

VII. COLLECTIONS

Any invoice remaining unpaid 90 days after the invoice date shall be referred to the Auditor-Controller for subsequent collection action, such as deduction from contracting entity moneys on deposit with the County Treasurer in accordance with Government Code Section 907 and any other applicable provision of law. Non-payment of invoices and applicable late charges will constitute a breach of contract for which the County retains all legal remedies including termination of the contract.

VIII. DISCOUNT FOR EARLY PAYMENT

Any payment received by the County from a contracting entity 20 days or more before the payment due date shall be entitled to a discount of one-quarter of one percent (0.25%). If the contracting entity takes a discount, and the payment is received by the County less than 20 days before the payment due date, County staff shall immediately notify the contracting entity by telephone that the discount should not have been taken and that the balance is due by the original payment due date.

If the balance is not received by the County in accordance with the dates as specified in Section VII, applicable late charges shall be calculated on the balance due.
IX. DEFERRED REVENUE

At fiscal year end, any portion of revenue invoiced (not necessarily received) during the fiscal year being closed out that represents charges or prepayment for materials and/or services for the upcoming fiscal year shall be reclassified from a revenue account to a deferred revenue account (liability). In the new fiscal year the deferred revenue shall be reclassified to a revenue account. (EXAMPLE: On June 1, 19X1, a city is invoiced $48,000 which represents charges for the 12-month period June 1, 19X1 to May 31, 19X2. The amount to be reclassified to deferred revenue would be $44,000, representing 11/12ths of the total amount. In July 19X1, the $44,000 would be reclassified to revenue.) Reclassification entries shall be made by Auditor-Controller Agency Accounting units, or for those agencies/departments/districts without such a unit, the agency/department/district shall notify the Auditor-Controller of the amounts to be reclassified.

X. COST RECOVERY

All County agencies/department/districts shall include all costs of providing contracted services in contract rates. Including all direct costs, allocated indirect costs such as departmental and County (CWCAP) overhead, and cost of capital financing.

XI. EXISTING CONTRACTS

Billing terms and provisions contained in existing contracting entity agreements (existing as of the date this policy is approved by the Board of Supervisors) shall remain in effect for the life of the contract. However, when these existing contracts are renegotiated, they shall contain the billing provisions as set forth in this policy.

XII. DEVIATIONS FROM POLICY

Deviations from this policy shall be approved by the Board of Supervisors. Proposed deviations by agencies/departments/districts shall be submitted to the CEO for concurrence in advance of filing an Agenda Item Transmittal (AIT) with the Clerk of the Board. The CEO, or his/her designee, shall advise the agency/department/district of approval or disapproval of the proposed deviations. If a County agency/department/district submits a contract to the Board of Supervisors for approval, and the billing provisions in the contract deviate from this policy, the agency/department/district shall specifically advise the Board of Supervisors in the AIT of the deviation, the reason for the deviation, and of the CEO's recommendation relative thereto.
May 3, 2019

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the May 7, 2019, Board Hearing.

Agency: OC Community Resources
Subject: Revision to FY 2018-19 County Event Calendar
Districts: 1, 2, 3, 4

Reason for supplemental: In accordance with the County Events Policy and Procedure, Board offices have requested the addition of events to the County Event Calendar as last revised and approved by the Board on April 23, 2019. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur: 
Chairwoman Lisa A. Bartlett, Supervisor, Fifth District

cc: Board of Supervisors
    County Executive Office
    County Counsel
SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE: 5/7/19
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 1, 2, 3, 4
SUBMITTING AGENCY/DEPARTMENT: OC Community Resources
DEPARTMENT HEAD REVIEW: Dylan Wright (714) 480-2788
DEPARTMENT CONTACT PERSON(S): Beth Holder (714) 480-2889

SUBJECT: Revision to FY 2018-19 County Event Calendar

CEO CONCUR

COUNTY COUNSEL REVIEW

No Legal Objection

CLERK OF THE BOARD
Discussion
3 Votes Board Majority

Budgeted: N/A
Current Year Cost: N/A
Annual Cost: N/A

Staffing Impact: N/A
# of Positions: Sole Source: N/A
Current Fiscal Year Revenue: N/A
Funding Source: N/A
County Audit in last 3 years N/A


RECOMMENDED ACTION(S)

Approve the addition of events to the FY 2018-19 County Event Calendar, as set forth in Attachment A, and per Government Code Section 26227, find that the events therein will serve a public purpose of the County of Orange and will meet the social needs of the population of the County, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education and legal services, and the needs of physically, mentally and financially handicapped persons and aged persons; that County staff and resources may be used in furtherance of such events; and that County staff may solicit donations of funds and services for such events.

SUMMARY:

Approval of the addition of events to the FY 2018-19 County Event Calendar will support and promote County programs, serve a public purpose of the County of Orange and meet the social needs of its population.
BACKGROUND INFORMATION:

On June 23, 2015, the Board of Supervisors (Board) approved the County Event Policy and Procedure with the intent to plan and implement a master calendar of events to promote County programs to local residents. Annually, the Board approves the County Event Calendar for the upcoming fiscal year as part of the annual budget process. Additionally, the Board approves revisions to the County Event Calendar on a quarterly basis throughout the year, including most recently on April 23, 2019, as part of the Third Quarter Budget Report. Collectively, these Board actions authorize the use of County staff and resources in furtherance of approved events and the solicitation of donations of funds and services for such events.

Due in part to the recent elections of two new members of the Board, there is a need to add additional events to the FY 2018-19 County Event Calendar outside the established process described above. Attachment A includes this list of additional events to be added to the FY 2018-19 County Event Calendar.

FINANCIAL IMPACT:
N/A

STAFFING IMPACT:
N/A

ATTACHMENT(S):
Attachment A – FY 2018-19 Event Calendar Revisions
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<th>Date</th>
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<th>Event</th>
<th>Location</th>
<th>Organizer</th>
<th>Other County Agency/Dept Participants</th>
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<td>Community Volunteering Day</td>
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<td>BOS-1</td>
<td>Fountain Valley Community Forum</td>
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<td>Get Outside! Community Bike Rides</td>
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<td>Stop Package Theft Seminar</td>
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<td>Orange County Environmental Leadership Award dinner</td>
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<td>May-19</td>
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<td>AUHSD Educational Convening</td>
<td>Anaheim</td>
<td>Anaheim Union High School District</td>
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</tr>
</tbody>
</table>

FY 2018-19 County Event Calendar Revisions
Attachment A
MEMORANDUM

April 29, 2019

TO: Robin Stieler, Clerk of the Board of Supervisors

FROM: Leon J. Page, County Counsel

SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session be held on Tuesday, May 7, 2019 for the Board to consider anticipated litigation pursuant to Government Code section 54956.9(d)(2).

Accordingly, please prepare the Agenda Item to read:

"CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – SIGNIFICANT EXPOSURE TO LITIGATION pursuant to Government Code section 54956.9(d)(2).
Number of Cases: One Case.

RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

Leon Page

LJP:jr

cc: Members of the Board of Supervisors
Frank Kim, CEO
MEMORANDUM

April 30, 2019

TO: Robin Stieler, Clerk of the Board of Supervisors

FROM: Leon J. Page, County Counsel

SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, May 7, 2019, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

"CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1).
Name of Case: Zion v. County of Orange, Deputy Higgins
USDC Case No.: 8:14-cv-01134-JVS-RNB

RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

LJP: jr

cc: Members of the Board of Supervisors
Frank Kim, CEO