

**FIRST ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS FIRST ADDENDUM is to that Contract for Services entered into on July 17, 2025 by and between the County of Siskiyou ("County") and Carol Ford, Sole Proprietorship DBA: Ford Aviation Consulting ("Contractor") and is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

WHEREAS, the Contract expires on May 31, 2026 and services continued to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract;

WHEREAS, the Scope of Services, Exhibit A and Exhibit B, needs to be revised to reflect additional duties.

WHEREAS, the cost of services to be provided under the Contract is expected to exceed the amount provided in the Contract; and

WHEREAS, the parties desire to increase the amount of compensation payable under the Contract.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 1.01__ of the Contract for Services shall be amended to extend the term of the Contract through June 30, 2028.

Paragraph 3.01 of the Contract, Scope of Services, Exhibit "A" and Exhibit "B" shall be deleted and replaced in its entirety with the new Exhibit "A" and Exhibit "B", Scope of Services, attached hereto and hereby incorporated by reference.

Paragraph 4.01 of the Contract, Compensation, shall be amended to add an additional Forty Two Thousand Two Hundred dollars and no cents (\$42,200.00), to increase the compensation payable under the Contract to an amount not to exceed Sixty One Thousand Six Hundred Dollar and no cents (\$61,600.00)___.

All other terms and conditions of the Contract shall remain in full force and effect.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, County and Contractor have executed this FIRST addendum on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date: _____

RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

Date: 6/25/2026

CONTRACTOR: Ford Aviation Consulting,
a Sole Proprietorship
Carol Ford
Carol Ford, President

License No.: _____
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. ON FILE

ACCOUNTING:

	Fund	Organization	Account	Activity Code	N/A
FY 25/26	5230	302040	723000	\$19,400.00	
FY 26/27	5230	302040	723000	\$21,100.00	
FY 27/28	5230	302040	723000	\$21,100.00	

Encumbrance number (if applicable): E2500550

If not to exceed, include amount not to exceed: \$61,600.00

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

Exhibit “A” Statement of Work

For Grant Administration and Coordination

Ford Aviation Consulting (Ford) understands that the Scott Valley (A30) wishes to develop Scott Valley (A30) Airport to its fullest potential as an economic engine for the County.

Ford Aviation Consulting proposes the following Grant Administration Services:

1. Given the firm’s our excellent relationship with the FAA and the Caltrans, Division of Aeronautics, Ford will keep Scott Valley ((A30)) informed of the continually changing requirements and deadlines of the FAA and Caltrans regarding preparation and submittal of grant applications.

2. Develop with the County an Airport Capital Improvement Program (ACIP) for years through 2026 under the guidelines promulgated by the FAA Airports District Office, in Walnut Creek, California. Consultant will work with the Scott Valley, (A30) to estimate the amount of funding required for each project. Ford will oversee the submittal of the document to the FAA.

3. Review other documents relevant to Scott Valley (A30)) Airport, including the most recent Master Plan, the Airport Layout Plan (ALP), the Exhibit A property map and the Airport Master Plan are guiding documents for Scott Valley (A30) Airport. Once the status of these documents has been clarified further from FAA

4. Provide guidance on the types of funding available. Though the FAA is the main source of funding for airports, there are many different types of funding programs with various criteria, available to the Scott Valley (A30) *including but not limited to:*

- **Economic Development Administration (EDA) for a *Public Works Program***
Investments from the EDA can be used to support improvements such as water and sewer system improvements, industrial access roads and industrial and business parks
- **U.S. Department of Agriculture (USDA) Rural Development** This ***Loan Program*** can be used to improve essential community facilities for healthcare and, as such, would be important in attracting businesses and residents to the area. This can include costs to acquire the land needed for such a facility. Further the ***Loan Program*** can also be used to finance hangars or equipment needed for public safety at the Airport.
- **U.S. Department of Agriculture (USDA) The *Rural Business Enterprise Grant (RBEG) Program*** has funds to be used for the financing or development of small and emerging businesses. These grant funds could be used to provide technical assistance

to businesses located on or adjacent to an airport or to develop the necessary infrastructure on airport property to support the relocation of the business to an airport.

- **U.S. Department of Agriculture (USDA) Rural Development** There is a ***Community Facilities Grant Program*** whose funds can be used to construct essential community facilities for healthcare, public safety and public services. This can include purchase of capital equipment required for a facility's operation of i.e. fire trucks. These essential community services such as, hospitals, clinics and the fire stations must meet all of the following criteria:
 - a. Provide an essential public service to the local community. This service should be a service that is typically provided by a local unit of government.
 - b. Be needed for the orderly development of the rural community and must be considered a public improvement.
 - c. Does not include private, commercial or business undertakings.
 - d. Must include significant community support.

This Grant has various uses including **potentially, to cover the match required on FAA Airport Improvement Program (AIP) Grants**. It could also be used to finance hangars or equipment needed for public safety.

6. Ford Aviation Consulting will work in close coordination with the County, FAA and other funding sources on an ongoing basis to determine that all outstanding requirements have been met.

7. Prepare and submit the following documents required by Caltrans Division of Aeronautics:

- California Aid to Airports Program (CAAP) – Certification
- California Aid to Airports Program – Annual Grant Disbursement Request
- State Matching Grant for FAA Airport Improvement Program (AIP) Application

8. Decide with the Scott Valley (A30) if other Caltrans Division of Aeronautics programs are appropriate for the County such as State Loan Program for revenue generating projects such as Hangars or Fuel Farms.

For Grant Writing

1. After developing with the County an Airport Capital Improvement Plan (ACIP) Ford will aid in preparing for the FAA Airports District Office the FY 2025 Airport Improvement Program (AIP) Grant Application with all supporting documentation for Scott Valley (A30) Airport.

2. Consultant will complete the Standard Form 424 Application for Federal Assistance, including Project Approval Information, Budget Information, Program Narrative and Cost Estimate for projects identified in Step 2 (above, the ACIP) for FAA and other funding sources. The Scott Valley (A30) understands that successful completion of the Application for Federal Assistance requires County to provide supporting documentation including, but not limited to: Standard DOT Title VI Assurance, and Sponsor Certifications.

3. Ford Aviation Consulting will aid the County in applying for planning/construction grants, for various projects, as deemed necessary.

4. Upon completing the Grant Application, Ford will assemble the Grant Application package, if required.

5. Ford will submit to the FAA Airports District Office or other funding source, the completed Grant Application.

In Process

Exhibit B - Fees and Payment

For Grant Administration/Coordination

Ford Aviation Consulting proposes a retainer of \$ 825.00 per month for Grant Administration services.

Independent Fee Estimate (IFE) (if applicable) \$3500 -\$5000 per Independent Fee Estimate (IFE).

Also included two (2) trips to Scott Valley Airport, if required at standard US Mileage rate \$.725

Possible meal expenses \$100.00

Expenses incurred are in addition to the retainer. Siskiyou County/ Scott Valley Airport will be invoiced monthly.

Note: Fees associated with FAA Grant Preparation are reimbursable 95% (FY 2026) 90% 2027 and thereafter by the FAA Grant listed on the Grant Application under Administration expense.

For Grant Writing

The fee for preparation and submittal for Grant Application with all supporting documentation for Scott Valley Airport is \$5,000.

FY25 – Scott Valley (A30) Grant Writing / Preparation ALP Update w Narrative

FY26 – Scott Valley (A30) Grant Writing/Preparation ALP Update w Narrative (cont)

FY27- Scott Valley (A30) Grant Writing / Preparation Taxiway Turnarounds (Design)

FY28 – Scott Valley (A30) Grant Writing / Preparation Taxiway Construction

These projects are subject to change based on yearly FAA Airport Capital Improvement Program (ACIP) meetings with the County.

Note: Fees associated with FAA Grant Preparation are reimbursable 95% (FY 2026) 90% 2027 and thereafter by the FAA Grant under Administration expense.

Agenda Worksheet

Submit completed worksheet to:
Siskiyou County Clerk, 311 Fourth St., Rm 201, Yreka, CA 96097

Regular ☐ Time Requested: 5 Minutes Meeting Date: July 7, 2026

OR

Consent ☒

Contact Person/Department: Nicole Kreider Phone: 530-842-8268

Address: 190 Greenhorn Rd

Person Appearing/Title: Adam Fillipone - General Services

Subject/Summary of Issue:

Ford Aviation Consulting a Sole Proprietorship 1st Addendum.

This First Addendum to the Ford Aviation Consulting contract, to provide Grant Writing for Scott Valley Airport, is repealing and replacing Exhibit "A" and Exhibit "B", increasing the amount payable under the contract by \$42,200.00, bringing the total amount not to exceed to \$61,600.00 and extending the term through June 30, 2028.

Financial Impact:

NO ☐ Describe why no financial impact:

YES ☒ Describe impact by indicating amount budgeted and funding source below

Amount: \$61,600.0
Fund: 5230 Description: Airports Org.: 302040 Description: Scott Valley Airport
Account: 723000 Description: Professional Svc
Activity Code: Description:

Local Preference: YES ☒ NO ☐

For Contracts – Explain how vendor was selected:

Additional Information:

Recommended Motion:

Staff respectfully request that the Board of Supervisors approve this First Addendum to the Ford Aviation Consulting contract, increasing the contract by \$42,200.00, bringing the total amount not to exceed to \$61,600.00 and extending the term through June 30, 2028.

Reviewed as recommended by policy:

County Counsel

Auditor

Personnel

CAO

Special Requests:

Certified Minute Order(s) Quantity: _____

Other: _____

NOTE: For consideration for placement on the agenda, the original agenda worksheet and backup material must be submitted directly to the Board Clerk (after reviewing signatures have been obtained) by 10:00 a.m. on the Monday the week

prior to the Board Meeting.

Revised 8/09/2021

In Process

**COUNTY OF SISKIYOU
CONTRACT FOR SERVICES**

This Contract is entered into on the date signed by all parties to it.

COUNTY: General Services - Airports
190 Greenhorn Rd
Yreka CA 96097

and

CONTRACTOR: Carol Ford – Sole Proprietor
DBA: Ford Aviation Consulting
360 Bowspirit Drive
Redwood Shores CA 94065

ARTICLE 1. TERM OF CONTRACT

- 1.01** Contract Term: This Contract shall become effective April 1, 2025 and shall terminate on May 31, 2026, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

- 2.01** Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

ARTICLE 3. SERVICES

- 3.01** Scope of Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit "A" and Exhibit "B" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms.

All such services are to be coordinated with County and the results of the work shall be monitored by the [Department Head] Adam Filippone or his or her designee.

To the extent that Exhibit "A" and Exhibit "B" contains terms in conflict with this Contract or to the extent that it seeks to supplement a provision regarding a subject already fully addressed in this Contract, including a clause similar to this seeking to render its language superior to conflicting language in this Contract, such language is hereby expressly deemed null and void by all parties upon execution of this Contract.

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

3.03 Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

ARTICLE 4. COMPENSATION

4.01 Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit "A", Statement of Work and Exhibit "B" Fees and Payment the not to exceed amount of Nineteen Thousand Four Hundred Dollars and No/100 Dollars (\$19,400.00) for the term of the Contract.

4.02 Invoices: Contractor shall submit detailed invoices for all services being rendered.

4.03 Date for Payment of Compensation: County shall pay within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.

4.04 Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- 5.01** Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.
- 5.02** Contract Management: Contractor shall report to the Adam Filippone (or his or her designee) who will review the activities and performance of the Contractor and administer this Contract.
- 5.03** Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.
- 5.04** Workers' Compensation: Contractor shall maintain a workers' compensation plan, in an amount of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease, covering all of its employees as required by California Labor Code Section 3700, either through worker's compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided, unless the County Risk Manager has approved and a waiver of worker's compensation requirements is on file. Contractor is required to obtain Worker's Compensation and notify County if any employee is hired, to verify proof of coverage for any subcontractors, and to hold harmless and defend you in case of claims arising from failure to provide benefits". Refer to: Exhibit "C" Request for Waiver
- 5.05** Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil

Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.06 Professional Liability and Automobile Insurance: During the term of this Contract Contractor shall obtain and keep in full force and effect a, Professional liability with limits no less than One Million Dollars (1,000,000)) per occurrence and automobile policy or policies of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; the County, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as many otherwise be acceptable to County.

5.07 Certificate of Insurance and Endorsements: Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 above and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. **Naming the County as a "Certificate Holder" or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to County.**

5.08 Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and

hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for membership in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

- 5.09** IRS/FTB Indemnity Assignment: Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments.
- 5.10** Professional Liability: If Contractor or any of its officers, agents, employees, volunteers, contractors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of this Contract a professional liability insurance policy with a minimum coverage level of Two Million and No/100 Dollars (\$2,000,000.00), or as determined in writing by County's Risk Management Department.
- 5.11** State and Federal Taxes: As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:
- a. County will not withhold FICA (Social Security) from Contractor's payments;
 - b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
 - c. County will not withhold state or federal income tax from payment to Contractor;
 - d. County will not make disability insurance contributions on behalf of Contractor;
 - e. County will not obtain workers' compensation insurance on behalf of Contractor.
- 5.12** Records: All reports and other materials collected or produced by the contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration

purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.

- 5.13 Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.
- 5.14 Assignability of Contract:** It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.
- 5.15 Warranty of Contractor:** Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.
- 5.16 Withholding for Non-Resident Contractor:** Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding. Withholding is required if the total yearly payments made under this contract exceed \$1,500.00. Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

- 5.17** Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.
- 5.18** Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this Contract is an officer or employee of County.
- 5.19** Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.
- 5.20** Bankruptcy: Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

ARTICLE 6. OBLIGATIONS OF COUNTY

- 6.01** Cooperation of County: County agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

ARTICLE 7. TERMINATION

- 7.01** Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor;
2. Death of Contractor.

7.02 Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.

7.03 Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

7.04 Termination of Funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

ARTICLE 8. GENERAL PROVISIONS

8.01 Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

8.02 Entire Agreement of the Parties: This Contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contracts, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.

- 8.03** Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled.
- 8.05** Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.
- 8.06** Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07** Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.
- 8.08** Reduction of Consideration: Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this Contract, County shall give Contractor notice of the amount of any off-set and the reason for the deduction.
- 8.09** Negotiated Contract: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full

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

- 8.10** Time is of the Essence: Time is of the essence in the performance of this Contract.
- 8.11** Materiality: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 8.12** Authority and Capacity: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this contract.
- 8.13** Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this Contract.
- 8.14** Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

- 8.15** No Reliance On Representations: Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

(SIGNATURES ON FOLLOWING PAGE)

In Process

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

Date: 7/13/2025

Signed by:
CONTRACTOR: Ford Aviation Consulting
Carol Ford
 Carol Ford, Sole Proprietor
 President

License No.: _____
 (Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. ON FILE

Signed by:
COUNTY OF SISKIYOU
Angela Davis
 Angela Davis, County Administrator (Date)
 7/17/2025

APPROVED AS TO LEGAL FORM:
Dennis Tanabe
 Natalie E. Reed, County Counsel (Date)
 7/15/2025

APPROVED AS TO ACCOUNTING FORM:
 Fund 5230 Org 302040 Account 723000 Activity Code (if applicable)

If not to exceed, include amount not to exceed: \$19,400.00

Encumbrance number (if applicable):

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

Signed by:
Diane L. Olson
 Diane Olson, Auditor-Controller (Date)
 7/16/2025

APPROVED AS TO INSURANCE REQUIREMENTS:
Hayley Hudson
 Hayley Hudson, Risk Management (Date)
 7/17/2025

Exhibit "A"

Statement of Work

For Grant Administration and Coordination

Ford Aviation Consulting (Ford) understands that the Scott Valley (A30) wishes to develop Scott Valley (A30) Airport to its fullest potential as an economic engine for the County.

Ford Aviation Consulting proposes the following Grant Administration Services:

1. Given the firm's our excellent relationship with the FAA and the Caltrans, Division of Aeronautics, Ford will keep Scott Valley ((A30)) informed of the continually changing requirements and deadlines of the FAA and Caltrans regarding preparation and submittal of grant applications.

2. Develop with the County an Airport Capital Improvement Program (ACIP) for years through 2026 under the guidelines promulgated by the FAA Airports District Office, in Walnut Creek, California. Consultant will work with the Scott Valley, (A30) to estimate the amount of funding required for each project. Ford will oversee the submittal of the document to the FAA.

3. Review other documents relevant to Scott Valley (A30)) Airport, including the most recent Master Plan, the Airport Layout Plan (ALP), the Exhibit A property map and the Airport Master Plan are guiding documents for Scott Valley (A30) Airport. Once the status of these documents has been clarified further from FAA

4. Provide guidance on the types of funding available. Though the FAA is the main source of funding for airports, there are many different types of funding programs with various criteria, available to the Scott Valley (A30) *including but not limited to:*

- **Economic Development Administration (EDA)** for a ***Public Works Program*** Investments from the EDA can be used to support improvements such as water and sewer system improvements, industrial access roads and industrial and business parks
- **U.S. Department of Agriculture (USDA) Rural Development** This ***Loan Program*** can be used to improve essential community facilities for healthcare and, as such, would be important in attracting businesses and residents to the area. This can include costs to acquire the land needed for such a facility. Further the ***Loan Program*** can also be used to finance hangars or equipment needed for public safety at the Airport.
- **U.S. Department of Agriculture (USDA)** The ***Rural Business Enterprise Grant (RBEG) Program*** has funds to be used for the financing or development of small and emerging businesses. These grant funds could be used to provide technical assistance to businesses located on or adjacent to an airport or to develop the necessary infrastructure on airport property to support the relocation of the business to an airport.
- **U.S. Department of Agriculture (USDA) Rural Development** There is a ***Community Facilities Grant Program*** whose funds can be used to construct essential community facilities for healthcare, public safety and public services. This can include purchase of capital equipment required for a

facility's operation of i.e. fire trucks. These essential community services such as, hospitals, clinics and the fire stations must meet all of the following criteria:

- a. Provide an essential public service to the local community. This service should be a service that is typically provided by a local unit of government.
- b. Be needed for the orderly development of the rural community and must be considered a public improvement.
- c. Does not include private, commercial or business undertakings.
- d. Must include significant community support.

This Grant has various uses including **potentially, to cover the match required on FAA Airport Improvement Program (AIP) Grants**. It could also be used to finance hangars or equipment needed for public safety.

6. Ford Aviation Consulting will work in close coordination with the County, FAA and other funding sources on an ongoing basis to determine that all outstanding requirements have been met.

7. Prepare and submit the following documents required by Caltrans Division of Aeronautics:

- California Aid to Airports Program (CAAP) – Certification
- California Aid to Airports Program – Annual Grant Disbursement Request
- State Matching Grant for FAA Airport Improvement Program (AIP) Application

8. Decide with the Scott Valley (A30) if other Caltrans Division of Aeronautics programs are appropriate for the County such as State Loan Program for revenue generating projects such as Hangars or Fuel Farms.

For Grant Writing

1. After developing with the County an Airport Capital Improvement Plan (ACIP) Ford will aid in preparing for the FAA Airports District Office the FY 2025 Airport Improvement Program (AIP) Grant Application with all supporting documentation for Scott Valley (A30) Airport.

2. Consultant will complete the Standard Form 424 Application for Federal Assistance, including Project Approval Information, Budget Information, Program Narrative and Cost Estimate for projects identified in Step 2 (above, the ACIP) for FAA and other funding sources. The Scott Valley (A30) understands that successful completion of the Application for Federal Assistance requires County to provide supporting documentation including, but not limited to: Standard DOT Title VI Assurance, and Sponsor Certifications.

3. Ford Aviation Consulting will aid the County in applying for planning/construction grants, for various projects, as deemed necessary.

4. Upon completing the Grant Application, Ford will assemble the Grant Application package, if required.

5. Ford will submit to the FAA Airports District Office or other funding source, the completed Grant Application.

Exhibit “B” Fees and Payment

For Grant Administration/Coordination

- Ford Aviation Consulting proposes a retainer of \$ 825.00 per month for Grant Administration services. Expenses incurred are in addition to the retainer. Scott Valley (A30) will be invoiced monthly.

Ford in consultation with the County for Scott Valley (A30) will perform the following Grant Administration tasks:

- Evaluating which grant is applicable to a given set of circumstances.
- Management of all paperwork relating to the grant.
- Research, evaluate and assemble documents including a Master Plan (if required), Airport Layout Plan (ALP), and any governing General Plan.
- After submittal of Grant, act as liaison between the County and FAA or other Funding Source for Grant Application.
- Work with County officials on the various requirements and obligations associated with Grant Award.
- Travel expenses will be billed at the IRS then approved rate. Any other expenses are billed at a direct rate and will be detailed on original itemized receipts. Travel to Scott Valley (A30) will not exceed \$500 twice a year.

Note: Fees associated with FAA Grant Administration are reimbursable by the Grant under Administration expense.

For Grant Writing

The fee for preparation and submittal for each Grant Application and all supporting documentation for Scott Valley (A30) Airport is \$5,000.

Independent Fee Estimate \$3,500

Note: Fees associated with FAA Grant Preparation are reimbursable by the FAA Grant under Administration expense

- All services rendered will be invoiced monthly. Scott Valley (A30) agrees to pay Invoices within thirty (30) days after date of submission.



Exhibit "C"

County of Siskiyou

Request for Waiver

Workers' Compensation Insurance Requirement

County Information

Department/Division: Siskiyou County - General Services: Airports

Point of Contact: Adam Filippone

Contract/PSA/Bid Reference #: Ford Aviation Consulting SVAP Grant Writing

Will any work be performed on County Property? Yes

Nature of Work to Be Performed: Grant Writing for the Airport

Business Information

Legal Business Name of Contractor/Vendor: Ford Aviation Consulting

Contractor/Vendor Point of Contact Name: Carol Ford

Contractor/Vendor Point of Contact Telephone: (650) 400-9408

Business Address: 360 Bowspirit Dr, Redwood City CA 94065

Business Legal Form: Sole Proprietor

Declaration:

With respect to the above-mentioned business, I hereby warrant that the business has no employees other than the owners, officers, directors, partners or other principals who have elected to be exempt from Worker's Compensation coverage in accordance with California law. If employees are hired, I am required to obtain Workers' Compensation and notify the County immediately. I further warrant that I understand the requirements of Section 3700 et seq. of the California Labor Code with respect to providing Worker's Compensation coverage for any employees of the above-mentioned business. I agree to comply with the code requirements and all other applicable laws and regulations regarding workers compensation, payroll taxes, FICA and tax withholding and similar employment issues. I further agree to hold the County of Siskiyou, its Council, officers, officials, employees, agents, volunteers, and consultants harmless from and against any and all liability, loss, damage, claims, causes of action, demands, charges, costs, and expenses which may arise from the failure of the above-mentioned business to comply with any such laws or regulations. I therefore request that the County of Siskiyou waive its requirement for evidence of Workers' Compensation insurance in connection with the above-referenced work.

Signed by:

Carol Ford

7/13/2025

Signature Owner, Officer, Director, Partnership, or other Principal

Signed by:

Carol Ford

7/13/2025

Printed Name:

Date

Hayley Hudson

7/17/2025

Risk Management Signature

Date

Hayley Hudson

☒ Approved

☐ Denied

Printed Name