

**REGULAR MEETING OF THE
MONTEREY PENINSULA AIRPORT DISTRICT
BOARD OF DIRECTORS**

May 15, 2024 - 8:00 AM

**Monterey Regional Airport
200 Fred Kane Drive, Ste. 200
Monterey, CA 93940**

**Hotel Mercure Palermo Centro Lobby
Via Mariano Stabile, 112, 90139
Palermo PA, ITALY**

The Monterey Peninsula Airport District holds regular meetings at the Airport Board Room, with in-person attendance. Members of the public may attend the Board Meeting in person and request to speak to the Board when the Chair calls for public comment. In general, in person or emailed comments are preferred. Remote comments are allowed for Board meetings which take place in the Board Room, as outlined below.

The Monterey Peninsula Airport District will continue to broadcast the Board Meetings via Zoom video conference for viewing by the public. To view the Board meeting via Zoom video conference, please visit www.zoom.us/join and enter the following Meeting ID: **831 7098 4092**. If you do not have access to the internet, you may listen telephonically by calling (253) 215-8782 and entering the same Meeting ID.

Pursuant to Resolution 1862, members of the public may provide comments remotely for Board Meetings which are held in the Board Room. In the event that remote participation technology is unexpectedly not available, such as during an internet service outage, electrical outage, or other technological issue that prevents remote participation by the public, the meeting will not be continued or cancelled. Remote participation is provided as a courtesy and members of the public who rely upon remote participation to provide public comment do so at their own risk. When the Chair calls for public comment, attendees can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press *9. The Secretary to the Board will call speaker names and unmute speaker microphones. You will have up to 3 minutes to provide your oral comments, pursuant to Board policy.

Members of the public are encouraged to provide written public comment by sending an email to info@montereyairport.com and include the following subject line: "Public Comment Item # (insert the agenda item number relevant to your comment)." Written comments should be received by 7:00 AM on the day of the meeting. All submitted comments will be provided to the Board for consideration and will be compiled as part of the record.

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

D. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Any person may address the Monterey Peninsula Airport District Board at this time on any item that is **NOT** on today's agenda and should be within the jurisdiction of the Monterey Peninsula Airport District Board. Comments concerning matters set forth on this agenda will be heard at the time the matter is considered.

E. CONSENT AGENDA - ACTION ITEMS

The Consent Agenda consists of those items which are routine and for which a staff recommendation has been prepared. A Board member, member of the audience, or staff may request that an item be placed on the deferred consent agenda for further discussion. One motion will cover all items on the Consent Agenda. The motion to approve will authorize the action or recommendation indicated.

- | | |
|---------|---|
| Approve | 1. Minutes of the Special Meeting of the Monterey Peninsula Airport District Board of Directors of April 24, 2024 |
| Approve | 2. Minutes of the Air Carrier Service – Marketing – Community Relations Meeting of the Monterey Peninsula Airport District of May 7, 2024 |

Approve 3. [Director Leffel's Request to Attend the ACI-NA Conference & Exhibition September 7 - 10, 2024, Grand Rapids, MI](#)

Adopt 4. [Resolution No. 1870, A Resolution Adopting the Revised Conflict of Interest Code of the Monterey Peninsula Airport District](#)

Adopt 5. [Resolution No. 1871, A Resolution Approving a Retainer Agreement for District Counsel](#)

F. DEFERRED CONSENT AGENDA - ACTION ITEMS

G. REGULAR AGENDA - ACTION ITEMS

Adopt 1. [Resolution No. 1872, A Resolution Authorizing a Professional Services Agreement with Ballard Spahr, LLP for Bond/Tax and Disclosure Counsel Services](#)

Adopt 2. [Resolution No.1873, A Resolution Authorizing a Professional Services Agreement with Unison Consulting for Airport Consulting Services](#)

Presentation 3. HOK Presentation of Color Schemes for Replacement Terminal

Approve 4. [Gatekeeper Taxi Management System Agreement Extension and Authorize Executive Director to Execute](#)

Adopt 5. [Resolution No. 1874, A Resolution Approving the Professional Services Agreement with Tartaglia Engineering for Design Services for 38L-10R Improvements](#)

Adopt 6. [Resolution No. 1875, A Resolution Approving of a Professional Services Agreement with Telemetrix Integrated Systems to Provide Installation of the ARFF Crash Alert System](#)

Approve 7. [Amendment to the Service Agreement between the Monterey Peninsula Airport District and Disaster Kleenup Specialists](#)

Approve 8. Chair Leffel's Appointment of New Special Districts Association Liaison

H. BOARD COMMITTEE REPORTS AND ACCEPTANCE OF DEPARTMENT REPORTS

a. [The Board receives department reports which do not require any action by the board.](#)

b. Board Member questions (if any) for Standing Committees.

c. Ad-Hoc Committee Reports:

i. Local Jurisdiction Liaison Director Leffel & Miller

d. Liaison/Representatives Reports:

i. Local Agency Formation Commission Director Leffel

ii. Regional Taxi Authority Director Pick

iii. Transportation Agency for Monterey County Director Miller

iv. Special Districts Association Liaison Director Sawhney

v. Association of Monterey Bay Area Governments Director Leffel

- e. Board Member reports for those conferences and events where the expense was approved by the Board to be reimbursed by Monterey Peninsula Airport District (per AB 1234 and the Director Remuneration & Business Expense Reimbursement Policy).

I. PENDING REQUESTS FOR FUTURE AGENDA ITEMS

None.

J. DISCUSSION OF FUTURE AGENDAS

K. ADJOURNMENT

AGENDA DEADLINE

This is the final Agenda that has been posted on the bulletin board outside of the District Offices in the Terminal Building at the Monterey Regional Airport no less than 72 hours prior to the meeting.

All items submitted by the public for possible inclusion on the Board Agenda or in the Board packet must be received by 5:00 P.M. on the Friday before the first Wednesday of the month. This agenda is subject to revision and may be amended prior to the scheduled meeting.

Upon request and where feasible, the Monterey Peninsula Airport District will provide written agenda materials in appropriate alternate formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. To allow the District time within which to make appropriate arrangements, please submit a written request containing a brief description of the materials requested and preferred alternative format or auxiliary aid or service desired as far as possible in advance of the meeting. Requests should be sent to the District Secretary at 200 Fred Kane Drive, Suite 200, Monterey, California 93940.

MINUTES OF THE SPECIAL MEETING OF THE MONTEREY PENINSULA AIRPORT DISTRICT BOARD OF DIRECTORS

April 24, 2024 - 9:00 AM

The Monterey Peninsula Airport District holds regular meetings at the Airport Board Room, with in-person attendance. Members of the public may attend the Board Meeting in person and request to speak to the Board when the Chair calls for public comment. In general, in person or emailed comments are preferred. Remote comments are allowed for Board meetings which take place in the Board Room, as outlined below.

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Members of the public are encouraged to provide written public comment by sending an email to info@montereyairport.com and include the following subject line: "Public Comment Item # (insert the agenda item number relevant to your comment)." Written comments should be received by 8:00 AM on the day of the meeting. All submitted comments will be provided to the Board for consideration and will be compiled as part of the record.

A. CALL TO ORDER/ROLL CALL

Chair Leffel called to order the Special Meeting of the Monterey Peninsula Airport District Board of Directors at 9:03 AM. Directors Gaglioti and Miller were present. Director Pick and Director Sawhney were absent. A quorum was established. The following staff were present: Executive Director La Pier, Assistant District Counsel Ritchie, Deputy Executive Director Morello, Deputy Executive Director Robare, Controller Wilson, and Acting Board Secretary Adams.

B. PLEDGE OF ALLEGIANCE

Chair Leffel led the Pledge of Allegiance.

C. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

None.

D. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None.

E. CONSENT AGENDA - ACTION ITEMS

- | | |
|---------|---|
| Approve | 1. Minutes of the Regular Meeting of the Monterey Peninsula Airport District Board of Directors of March 20, 2024 |
| Approve | 2. Minutes of the Special Meeting of the Monterey Peninsula Airport District Board of Directors of March 22, 2024 |

- Approve 3. Minutes of the Budget & Finance Committee Meeting of the Monterey Peninsula Airport District Board of Directors of April 8, 2024
- Approve 4. Minutes of the Airport Property Development & Leases Committee Meeting of the Monterey Peninsula Airport District of April 9, 2024
- Approve 5. Minutes of the Air Carrier Service – Marketing – Community Relations Meeting of the Monterey Peninsula Airport District of April 10, 2024
- Approve 6. Minutes of the Regular Meeting of the Monterey Peninsula Airport District Board of Director of April 17, 2024

Director Miller motioned to approve the Consent Agenda Items E.1 – E.6. Director Gaglioti seconded the motion. The motion passed unanimously by a roll call vote of 3-0 with Directors Pick and Sawhney absent.

F. DEFERRED CONSENT AGENDA - ACTION ITEMS

None.

G. REGULAR AGENDA - ACTION ITEMS

- Adopt 1. Resolution No. 1868, A Resolution Authorizing a Professional Services Agreement with Lance, Soll & Lunghard, LLP (“LSL, LLP”) for Professional Audit Services

Controller Wilson recapped the RFQ process and reminded Directors that staff was directed to continue negotiations with Lance, Soll & Lunghard, LLP (LSL). Resolution No. 1868 authorizes a Professional Services Agreement with LSL for the next six fiscal years. He added that the Budget and Finance Committee reviewed the agreement.

No Public Comment.

Controller Wilson answered questions about the cost noting the price is stable for the first three years and capped at a 3% increase per year after that.

Director Gaglioti motioned to adopt Resolution No. 1868, A Resolution Authorizing a Professional Services Agreement with Lance, Soll & Lunghard, LLP (“LSL, LLP”) for Professional Audit Services. Director Miller seconded the motion. The motion passed unanimously by a roll call vote of 3-0 with Directors Pick and Sawhney absent.

RESOLUTION NO. 1868

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH LANCE, SOLL & LUNGHARD, LLP (“LSL, LLP”) FOR PROFESSIONAL AUDIT SERVICES

WHEREAS, The Airport is required to conduct annual audits of its financial statements pursuant to Title 2, California Code of Regulations, section 1131.2. These financial audits are primarily concerned with providing reasonable assurance about whether the financial statements of the District are presented fairly in all material respects in accordance with Generally Accepted Accounting Principles and whether the District has complied with laws and regulations for those transactions and events that may have a material effect on the financial statements.

The California Code of Regulations incorporates the standards set forth in the American Institute of Certified Public Accountants' publication entitled "Audits of State and Local Governmental Units" which requires the annual independent audit be performed by the "County Auditor" or an "independent accounting firm". (2 C.C.R. § 1131.2(a).); and

WHEREAS, the District historically has contracted with a private accounting firm to conduct the annual audit, which presents the results to the Board of Directors; and

WHEREAS, Pursuant to the Governance Manual, the Board of Directors selects the independent accounting firm to prepare and submit the annual audit report which is presented to the Board of Directors at a regularly scheduled Board meeting; and

WHEREAS, the District issued a Request for Qualifications (RFQ) for Professional Auditing Services on January 31, 2024; and

WHEREAS, the District received three responses to the Request for Qualifications (RFQ) for Professional Auditing Services by 5:00 p.m., PST on February 29, 2024; and

WHEREAS, each Professional Auditing Services firm was selected for oral interviews; and

WHEREAS, the Board recommends LSL, LLP's Professional Audit Services for fiscal year 2024, and fiscal years 2025, 2026, 2027, 2028 and 2029.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: That the Monterey Peninsula Airport District Board of Directors authorizes the Executive Director to enter into a Professional Audit Services agreement with Lance, Soll & Lunghard, LLP ("LSL, LLP") for Fiscal Years 2024, 2025, 2026, 2027, 2028 and 2029.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 24th day of April 2024 by the following roll call vote:

AYES:	DIRECTORS:	Gaglioti, Miller, Leffel
NOES:	DIRECTORS:	None
ABSTAIN:	DIRECTORS:	None
ABSENT:	DIRECTORS:	Pick and Sawhney

Adopt 2. Resolution No. 1869, A Resolution Ordering an Election, Requesting the Monterey County Elections Department to Conduct the Election, Requesting Consolidation of the Election and Stating the Determination of the Board of Directors of the Monterey Peninsula Airport District with Respect to Candidates' Statements of Qualifications

Executive Director La Pier introduced Item G.2 and asked Counsel Ritchie to explain further. Counsel Ritchie advised Resolution No. 1869 notifies the Monterey County Elections office that there are three open seats on the Board and asks them to conduct the election of Directors as part of the consolidated November 5, 2024 election. It also stipulates that candidates' statements cannot exceed 200 words and are at the candidates' expense.

No Public Comment.

Director Miller motioned to adopt Resolution No. 1869, A Resolution Ordering an Election, Requesting the Monterey County Elections Department to Conduct the Election, Requesting Consolidation of the Election and Stating the Determination of the Board of Directors of the Monterey Peninsula Airport District with Respect to Candidates' Statements of Qualifications. Director Gaglioti seconded the motion. The motion passed unanimously by a roll call vote of 3-0 with Directors Pick and Sawhney absent.

RESOLUTION NO. 1869

A RESOLUTION ORDERING AN ELECTION, REQUESTING THE MONTEREY COUNTY ELECTIONS DEPARTMENT TO CONDUCT THE ELECTION, REQUESTING CONSOLIDATION OF THE ELECTION AND STATING THE DETERMINATION OF THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT WITH RESPECT TO CANDIDATES' STATEMENTS OF QUALIFICATIONS

WHEREAS, pursuant to Elections Code Section 10002, the governing body of any district may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the district relating to the conduct of an election; and

WHEREAS, the resolution of the governing body of the district shall specify the services requested; and

WHEREAS, pursuant to Elections Code Section 10002, the district shall reimburse the county in full for the services performed upon presentation of a bill to the district; and

WHEREAS, pursuant to Elections Code Section 10400, whenever two or more elections, including bond elections, of any legislative or congressional district, public district, city, county, or other political subdivision are called to be held on the same day, in the same territory, or in territory that is in part the same, they may be consolidated upon the order of the governing body or bodies or officer or officers calling the elections; and

WHEREAS, pursuant to Elections Code Section 10400, such election for cities and special districts may be either completely or partially consolidated; and

WHEREAS, pursuant to Elections Code Section 10403, whenever an election called by a district for any office to be filled is to be consolidated with a statewide election, and the office to be filled is to appear on the same ballot as that provided for the statewide election, the district shall, at least 88 days prior to the date of the election, file with the Board of Supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the office to be voted upon at the election, as it is to appear on the ballot. Upon such request, the Board of Supervisors may order the consolidation; and

WHEREAS, pursuant to Elections Code section 13307, whenever an election called by a district has offices to be filled, it is required to fix and determine the number of words that a candidate may submit on the candidate's statement to be either 200 or 400 words and to determine if the candidate and/or the political subdivision will pay the cost of the statement; and

WHEREAS, Elections Code section 15651 requires the district to determine the means and manner in which a tie vote is to be resolved in the event that two or more persons receive an equal number of votes and the highest number of votes (“tie votes”) for an office to be voted upon; and

WHEREAS, the resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the resolution calling the election; and

WHEREAS, various city, district, county, state and other political subdivision elections may be or have been called to be held on November 5, 2024; and

WHEREAS, there will be a total of three four-year offices on the Board of Directors of this District, to be filled at said election, said offices now filled by the following Board Members:

LisAnne Sawhney	four-year term expiring 2024
John Gaglioti	four-year term expiring 2024
Mary Ann Leffel	four-year term expiring 2024

NOW, THEREFORE, BE IT RESOLVED AND ORDERED THAT the Board of Directors of the Monterey Peninsula Airport District hereby orders that an election be called and consolidated with any and all elections also called to be held on November 5, 2024 insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of the Monterey Peninsula Airport District and requests that the Board of Supervisors of the County of Monterey order such consolidation under Elections Code Sections 10401 and 10403; and

BE IT FURTHER RESOLVED AND ORDERED THAT said governing body requests the Board of Supervisors to permit the Monterey County Elections Department to provide any and all services necessary for conducting the election and agrees to pay for said services; and

BE IT FURTHER RESOLVED AND ORDERED THAT the Monterey County Elections Department conduct the election for the purpose of electing three Members to this Governing Board on the November 5, 2024 ballot:

<u>POSITION</u>	<u>SEATS OPEN</u>	<u>OFFICE</u>	<u>TERM</u>
Board Division One	One	Board of Directors	Four Years
Board Division Two	One	Board of Directors	Four Years
Board Division Three	One	Board of Directors	Four Years

BE IT FURTHER RESOLVED AND ORDERED THAT pursuant to Elections Code section 13307 the Monterey Peninsula Airport District has resolved that all costs of the Candidate’s statement be paid by the candidate and that no candidate may submit a statement of over 200 words; and

BE IT FURTHER RESOLVED AND ORDERED THAT pursuant to Elections Code section 10551, a tie vote shall be resolved by lot.

BE IT FURTHER RESOLVED AND ORDERED THAT tie votes shall be determined by the governing body.

BE IT FURTHER RESOLVED AND ORDERED THAT the District Secretary is authorized and directed to prepare, sign, and submit or file any and all maps, forms, notices of election or other documents that may be required in connection with the conduct of this election by the Monterey County Elections Department and the county elections official.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 24th day of April 2024, by the following roll call vote:

AYES:	DIRECTORS:	Gaglioti, Miller, Leffel
NOES:	DIRECTORS:	None
ABSTAIN:	DIRECTORS:	None
ABSENT:	DIRECTORS:	Pick and Sawhney

Action 3. Consider Candidates for Legal Firm to Provide General Counsel Professional Services to Monterey Peninsula Airport District

Chair Leffel stated this item was considered in Closed Session at the Regular meeting held April 17, 2024, however, a quorum was lost prior to a selection being made.

Assistant District Counsel Ritchie was temporarily excused from the meeting at 9:16 AM.

Directors discussed the candidates, ultimately all supporting the reselection of Cole Huber LLP as the legal firm to provide General Counsel Professional Services to Monterey Peninsula Airport District.

No Public Comment.

Director Miller motioned to select Cole Huber, LLP as the legal firm to provide general counsel professional services to the Monterey Peninsula Airport District. Director Gaglioti seconded the motion. The motion passed unanimously by a roll call vote of 3-0 with Directors Pick and Sawhney absent.

Assistant District Counsel Ritchie rejoined the meeting at 9:30 AM.

H. BOARD COMMITTEE REPORTS AND ACCEPTANCE OF DEPARTMENT REPORTS

Standing Committees:

- | | |
|---|----------------------------|
| i. Budget and Finance | Director Leffel & Gaglioti |
| ii. Air Service, Marketing, Community Relations | Directors Leffel & Pick |
| iii. Airport Property Development and Leases | Directors Miller & Pick |

b. Ad-Hoc Committees:

- | | |
|-------------------------------|--------------------------|
| i. Local Jurisdiction Liaison | Director Leffel & Miller |
|-------------------------------|--------------------------|

c. Liaison/Representatives:

- | | |
|---|------------------|
| i. Local Agency Formation Commission | Director Leffel |
| ii. Regional Taxi Authority | Director Pick |
| iii. Transportation Agency for Monterey County | Director Miller |
| iv. Special Districts Association Liaison | Director Sawhney |
| v. Association of Monterey Bay Area Governments | Director Leffel |

There was no Finance Committee report.

Chair Leffel reported for Air Service Committee.

Director Miller reported for the Lease Committee.

There was no Local Jurisdiction meeting.

Chair Leffel reported for LAFCO.

There was no Regional Taxi Authority meeting.

Director Miller reported for TAMC.

Director Miller reported he and Chair Leffel attended the Special District Association meeting and stated the subject matter was Initiative 1935 that is being considered as a ballot measure and is opposed by the Special District Association.

Chair Leffel reported for AMBAG.

I. CLOSED SESSION

1. **PENDING LITIGATION.** Pursuant to Gov. Code 54956.9(a), the Board will meet with the Executive Director and General Counsel related to pending litigation: In the Matter of the Appeal of MONTEREY PENINSULA AIRPORT DISTRICT dba MONTEREY REGIONAL AIRPORT, OCCUPATIONAL SAFETY AND HEALTH APPEALS BOARD, Inspection No. 1660955.
2. **PENDING LITIGATION.** Pursuant to Gov. Code 54956.9(a), the Board will meet with the Executive Director and General Counsel related to pending litigation: ACCO-Wilson, Inc., v. Mill Construction Company, et al., Monterey County Superior Court, Case No. 24CV000921.
3. **POTENTIAL LITIGATION.** Pursuant to Gov. Code 54957.6(b)(4), the Board will meet with the Executive Director and General Counsel related to potential initiation of litigation: one case.
4. **POTENTIAL LITIGATION.** Pursuant to Gov. Code 54957.6(b)(2), the Board will meet with the Executive Director and General Counsel related to potential exposure to litigation: four cases.

The Board entered Closed Session at 9:47 AM.

J. RECONVENE TO OPEN SESSION

The Board reconvened to Open Session at 10:55 AM. There was no reportable action.

K. PENDING REQUESTS FOR FUTURE AGENDA ITEMS

None.

L. DISCUSSION OF FUTURE AGENDAS

None.

M. ADJOURNMENT

The meeting adjourned at 10:56 AM.

*Approved at the
Meeting of May 15, 2024*

Mary Ann Leffel, Chair

A T T E S T

*Michael La Pier
District Secretary*

MINUTES OF THE AIR CARRIER SERVICE - MARKETING - COMMUNITY RELATIONS COMMITTEE MEETING OF THE MONTEREY PENINSULA AIRPORT DISTRICT BOARD OF DIRECTORS

May 7, 2024 – 1:00 PM

NOTICE REGARDING A RETURN TO IN-PERSON PUBLIC PARTICIPATION AT MONTEREY PENINSULA AIRPORT DISTRICT BOARD AND COMMITTEE MEETINGS

Due to the expiration of the COVID-19 California State of Emergency, the Monterey Peninsula Airport District will return to holding meetings at the Airport Board Room, with in-person attendance. Members of the public may attend the Committee Meeting in person and request to speak to the Committee Members when the Chair calls for public comment.

Alternatively, members of the public who desire to provide input as to any item can send an email to info@montereyairport.com and include the following subject line: "Public Comment Item # (insert the agenda item number relevant to your comment)." Written comments should be received by 8:00 AM on the day of the meeting. All submitted comments will be provided to the Committee Members for consideration and will be compiled as part of the record.

A. CALL TO ORDER

The meeting of the Air Carrier Service – Marketing – Community Relations Committee of the Monterey Peninsula Airport District was called to order at 1:15 PM. Directors Leffel and Pick, Executive Director La Pier, and Acting Board Secretary Adams were in attendance.

B. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

None.

C. REGULAR AGENDA – ACTION ITEMS

Discuss 1. Q4 2023 Quarterly Performance Report

Executive Director La Pier reviewed the Q4 2023 Quarterly Air Service Performance Report. He noted that seat capacity is up 20% year over year. He reviewed the favorable load factors, especially to Denver, the airline revenue trends, and enplanement forecasts.

Executive Director La Pier noted the increase in passengers, combined with the latest construction project, has caused terminal parking to be close to full on occasion. He reported on the contingency plans, which included utilizing the administration employee parking lot for public parking.

There were discussions regarding the airline market share, the revenue per available seat mile (RASM) reports, and the leakage report, which shows MRY leakage shrinking year over year, with travelers taken from both SFO and SJC.

Discuss 2. Air Carrier Service & Development Update

It was noted the flight schedule has grown substantially with increased daily flights to Dallas and Phoenix.

Directors remarked on the fact that there were no delayed flights in April 2024.

Executive Director La Pier reviewed his Jumpstart Conference meeting schedule.

Discuss 3. Local Marketing and Digital Outreach Update

Executive Director La Pier reported paid social media focused on the return of JSX seasonal service and will highlight the Sun Country Minneapolis service in the months to come.

Executive Director La Pier reported on the success of the Big Sur International Marathon sponsorship the airport shared with United Airlines.

Discuss 4. Passenger Comments, Services and Amenities Update

There was a discussion about TSA's introduction of facial recognition technology into the screening process at MRY. A traveler may voluntarily agree to use their face to verify their identity during the screening process by presenting their identification (ID). The facial recognition technology TSA uses helps ensure the person standing at the checkpoint is the same person pictured on the ID. Executive Director La Pier noted photos are not stored or saved after a positive ID match has been made.

Discuss 5. Community Noise Concerns Update

It was noted there were few noise complaints in April. There has, however, been unusual helicopter activity due to the Rocky Creek slip out repair and the Big Sur Marathon road closures.

D. ADJOURNMENT

The meeting adjourned at 2:40 PM.

Approved at the
Meeting of May 15, 2024

Mary Ann Leffel, Chair

ATTEST

Michael La Pier
District Secretary

FISCAL YEAR 2025 CONFERENCES AND EVENTS. As budgeted, and by Board Approval, members of the Board of Directors may attend three conferences in Fiscal Year 2025, the SWAAAE Annual Airport Management Short Course (Winter Conference) that occurs in February in Monterey, CA, as well as two conferences of individual preference. A list of FY 2025 conferences and events is included below. Directors must notify staff of their request to attend a specific conference so that it may be placed on the Consent Agenda for board approval.

Event	Dates	Location
SMART Airports and Regions	July 10–12, 2024	Denver, CO
SWAAAE Annual Summer Conference	July 21–24, 2024	Sacramento, CA
ACI-NA Annual Conference and Exhibition	Sept. 7-10, 2024	Grand Rapids, MI
CSDA Annual Conference & Exhibitor Showcase	Sept. 9–12, 2024	Indian Wells, CA
NBAA Business Aviation Convention & Exhibition	Oct. 22-24, 2024	Las Vegas, NV
SWAAAE Annual Airport Management Short Course	February 2–5, 2025	Monterey, CA
NBAA Leadership Conference	TBD 2025	TBD
AAAE/ACI-NA Washington Legislative Conference	March 19-20, 2025	Washington, DC
AAAE Annual Conference and Exposition	June 8-10, 2025	Atlanta, Georgia
CSDA Special Districts Legislative Days	TBD 2025	TBD

AGENDA ITEM: E-4
DATE: May 15, 2024

TO: Board of Directors
FROM: Michael La Pier, Executive Director
Scott E. Huber, District Counsel
SUBJ: Resolution No. 1870, A Resolution Adopting the Revised Conflict of Interest Code of the Monterey Peninsula Airport District

BACKGROUND. The Board may consider a Resolution to Readopt the Conflict of Interest Code for the Monterey Peninsula Airport District.

DISCUSSION. The State of California Fair Political Practices Commission (FPPC) requires that the local jurisdictions adopt a Conflict of Interest code requiring individuals holding designated positions to file Statement of Economic Interest forms and designating the Filing Officer for the local jurisdiction. The FPPC requires a review of this Conflict of Interest code every even year in order to incorporate any new regulations, requirements, or designated positions.

For the District, the FPPC Statement of Economic Interests are public records maintained by the District and by the State. These documents provide the public with information about where the filers derive their income or other benefits, have economic interests, and potentially have conflicts based on those interests. The purpose of the FPPC laws and regulations is to provide transparency in the interest of those who are making decisions with the public's funds.

The District has maintained and amended position titles that staff is recommending be included as designated positions to file conflict of interest statements. Position titles being eliminated are Deputy Executive Director of Finance and Administration and Deputy Director of Strategy and Development. Position titles being added are Deputy Executive Director, Deputy Executive Director Operations and Maintenance, and Controller.

The Board will consider adoption of the Resolution.

BUDGET EFFECT. Minimal staff time in maintaining the records.

RECOMMENDATION. Adopt Resolution No. 1870, A Resolution Adopting the Revised Conflict of Interest Code of the Monterey Peninsula Airport District.

ATTACHMENTS.

Resolution No. 1870
Exhibit "A" - Conflict of Interest Code

RESOLUTION NO. 1870

A RESOLUTION ADOPTING THE REVISED CONFLICT OF INTEREST CODE OF THE MONTEREY PENINSULA AIRPORT DISTRICT

WHEREAS, The Political Reform Act of 1974 (Government Code sections 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, section 18730 of Title 2 of the California Code of Regulations, which contains the terms of a standard conflict of interest code that can be incorporated by reference in an agency’s code; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT THAT:

1. The terms of Title 2, California Code of Regulations, section 18730 and any and all amendments to it adopted by the Fair Political Practices Commission are hereby incorporated by reference, as well as the attached Exhibit “A” in which officials and employees are designated and disclosure categories are set forth and constitute the Conflict of Interest Code of the Monterey Peninsula Airport District.
2. Designated employees shall file Statements of Economic Interests with the District Secretary, or their designated appointee, to whom the Board of Directors hereby designates the authority to carry out the duties of the Filing Officer.
3. Statements of Economic Interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the Monterey Peninsula Airport District.
4. The Executive Director of the District, or his designee, will submit to the Monterey County Board of Supervisors the adopted code.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 15th day of May 2024 by the following roll call vote:

AYES:	DIRECTORS:
NOES:	DIRECTORS:
ABSTAIN:	DIRECTORS:
ABSENT:	DIRECTORS:

Signed this 15th day of May 2024

Mary Ann Leffel, Chair

A T T E S T

Michael La Pier, AAE
District Secretary

CONFLICT OF INTEREST CODE OF THE MONTEREY PENINSULA AIRPORT DISTRICT

As stated in Section 1 of Monterey Peninsula Airport District's enabling act, titled Monterey Peninsula Airport District Created, A public airport district is hereby created and designated as the "Monterey Peninsula Airport District". The territory and boundaries of the district shall be all of the territory in the County of Monterey. Therefore, the jurisdiction is within the County of Monterey.

SECTION 1. Purpose

The Political Reform Act of 1974 (Government Code sections 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, section 18730 of Title 2 of the California Code of Regulations, which contains the terms of a standard conflict of interest code that can be incorporated by reference in an agency's code. After public notice and hearing, the Fair Political Practices Commission may amend the standard code to conform to the amendments of the Political Reform Act. Therefore, the term of section 18730 of Title 2 of the California Code of Regulations and any amendments to it duly adopted by the Fair Political Practices Commission together with the attached Appendices designating positions and establishing disclosure categories are hereby incorporated by reference and together constitute the Conflict of Interest Code of the Monterey Peninsula Airport District (hereafter "District").

SECTION 2. Designated Positions

Individuals holding positions listed below are designated employees and shall file their statement of economic interests with the Monterey Peninsula Airport District, which will make the statements available for public inspection and reproduction pursuant to Government Code section 81008. Upon receipt of the statements for ***Monterey Peninsula Airport District's Board of Directors (Elected Officials), District Counsel, District Secretary, Executive Director, Deputy Executive Director, Deputy Executive Director of Operations and Maintenance, and Controller***, the District shall make and retain copies of the statements and forward the original statements to the Board of Supervisors of the County of Monterey ("the code reviewing body").

It has been determined that the designated positions listed above manage public investments and will file a statement of economic interests pursuant to Government Code section 87200.

SECTION 3. Disclosure Categories

The disclosure set forth below specify which kinds of financial interests are reportable. Each designated employee shall file a statement disclosing the employee's interest in investments, real property, income and business positions as designated below. It has been determined that the financial interests set forth in the disclosure categories are the kinds of financial interests which foreseeably may be materially affected through the conduct of a designated employee's office.

- I. Investments (whether or not held by a business entity or trust) in any business entity which has provided in the past two years leased facilities, goods, equipment, vehicles, machinery or services of the types used by the district in an amount equal to or exceeding \$2,000 per year or in any business entity that may foreseeably do so within the next two years.
- II. Interests in real property (whether or not held by a business entity or trust) located in the jurisdiction of the District.
- III. Income (including loans and gifts) from any types of business entities referred to in section I above.
- IV. Business positions in any of the types of business entities referred to in section I above.

Personal Financial Gain

A. Laws Prohibiting Bribery (Pen. Code § 68)

Any employee, elected official or appointee is prohibited from accepting a bribe. Doing so may constitute a felony and is punishable by prison time and fines.

B. Conflicts of Interest Under the Political Reform Act
(Gov. Code § § 87100, 87103)

Gov. Code § 87100: No government employee, official or appointee shall make, or in any way attempt to use, his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has any financial interest.

Gov. Code § 87103: No employee, official or appointee shall make a decision with a financial interest if it is reasonably foreseeable that the decision will have a material financial effect on the official, a member of his/her immediate family.

C. Contractual Conflicts of Interest (Gov. Code § 1090)

No government employee, official or appointee may be financially interested in any contract created by them in their official capacity. Neither will they be purchasers or vendors at any sale made in their official capacity.

D. Conflicts of Interest and Campaign Contributions (Gov. Code § 84308)

Employees of a government agency shall not receive contributions in excess of the state limit as established by the Fair Political Practices Commission (\$470 for 2018) during the time that any permit or license is pending approval by said agency.

E. Conflicts of Interest When Leaving Office (Gov. Code §§ 87406.3, 87407)

Gov. Code § 87406.3: For a period of one year after leaving office or employment, no elected official who formerly worked for a government agency shall make an appearance for another person in front of that agency.

Gov. Code § 87407: No public official shall make, participate in making or use their official position to influence any governmental decision that directly relating to any person with whom he/she is negotiating, or has any arrangements concerning prospective employment.

Limitations on Accepting Contributions

A. Gov. Code § 86203: Lobbyists are prohibited from making any gift worth upward of \$10 in any given month.

B. Gov. Code §89503: No elected official shall accept gifts from a single source in one calendar year totaling more than the state limit as established by the Fair Political Practices Commission (\$590 for 2023 and 2024).

C. Gov. Code § 89506: Payment from agencies for travel and lodging and food expenses are not considered a gift under Gov. Code §§ 86203 and 89503.

D. Honoraria Ban (Gov. Code § 89502)

No government official shall accept any honorarium.

E. Misuse of Public Funds (Pen. Code § 424; Gov. Code § 8314; *Fair Political Practices Commission v. Suitt* (1979) 90 Cal.App.3d 125; *Stanson v. Mott* (1976) 17 Cal.3d 206)

Use of public funds for personal benefit or for the benefit of friends or families is punishable by imprisonment. The official will be disqualified from holding public office in the state.

F. Prohibitions Against Gifts of Public Funds (Cal. Const., art. XVI, § 6)

The legislature body will not have the authority or power to give or lend public funds to any person except for a public purpose

G. Mass Mailing Restrictions (Gov. Code § 89001)

No newsletter or mass mailing shall be sent at public expense.

H. Prohibition against acceptance of free transportation by transportation companies (Cal. Const., art. XII, § 7)

A transportation company may not offer free transportation to any person holding office in California. The acceptance of free transportation will be deemed a forfeiture of office.

Government Transparency Laws

A. Economic interest disclosure under the Political Reform Act (Gov. Code § 87200)

Candidates for government office must file a statement disclosing financial and real property interests. Also a statement of income for the prior 12 months is required.

B. Brown Act (Gov. Code § 54950 et seq.)

Public agencies exist to serve the people and should conduct their meetings openly.

C. Public Records Act (Gov. Code § 6250)

Information relating to the conduct of people's business as produced by any government agency is the people's right to know.

Fair Process Laws

A. Common Law bias provisions

A decision maker who stands to gain or lose from a decision is disqualified from acting as a decision maker.

Breakzone Billiards v. City of Torrance, 81 Cal.App.4th 1205(2000)

B. Due Process Requirement

A hearing officer whose potential future income derives from work that an agency might give based on his or her performance in a hearing at hand is not giving due process.

Haas v. County of San Bernardino 27 Cal.4th 1017 (2002)

C. Doctrine of Incompatible Offices (Gov. Code § 1099)

A government officer may not hold two offices in government that are incompatible.

D. Competitive Bidding Requirements for Public Contracts.

In projects in excess of \$5,000 the district may award the project to the lowest bidder. District may reject any and all bids and re-advertise in an effort to get new bids. The District may by a four-fifths (4/5) vote turn the project over to a governmental agency.

[AB1234 requires that a Director receive ethics training every two years.]

AGENDA ITEM: E-5
DATE: May 15, 2024

TO: Monterey Peninsula Airport District Board of Directors
FROM: Michael La Pier, Executive Director
SUBJ: Legal Services Agreement with Cole Huber, LLP

BACKGROUND. Cole Huber, LLP has provided legal services for the Monterey Peninsula Airport District since March 2011. Cole Huber has served as General Counsel since April 2013. The legal services agreement has been extended several times, most recently November 15, 2023. The current legal services agreement expires June 30, 2024.

The Monterey Peninsula Airport District (MPAD) issued a Request for Qualifications/Proposal (RFQ/P) on January 29, 2024 from qualified legal firms to provide general legal counsel services to MPAD as District Counsel. Responses were due by 3:00 p.m. PST on February 26, 2024. Three (3) firms submitted proposals and two were chosen as qualified to be considered.

On April 17, 2024, during the Regular Meeting of the Monterey Peninsula Airport Board of Directors, the Executive Director met with the Board of Directors in Closed Session to consider the appointment related to the position of District Counsel.

On April 24, 2024, Cole Huber LLP was selected by the Board as the legal firm to provide General Counsel Professional Services to Monterey Peninsula Airport District. Staff has negotiated a Retainer Agreement based on the draft agreement provided in the RFQ/P and Cole Huber, LLP's Proposal. The scope of basic services, via a monthly retainer of \$14,500, includes providing legal advice, consultation, and opinions to the Board of Directors and District Staff; assisting in the preparation and review of ordinances, agreements, contracts, and related documents; attending regular Board meetings and other meetings as necessary; and maintaining regularly scheduled office hours in the District's administration offices. Additional services are available, as necessary, at an hourly cost.

Per Ordinance No. 909 and the District's enabling legislation, District Counsel must be appointed by resolution. Proposed Resolution No. 1871 appoints the law firm of Cole Huber, LLP as General Counsel and Mr. Scott E. Huber of Cole Huber as District Counsel.

SCHEDULE. The term of the agreement is five (5) years, commencing on July 1, 2024, and ending on June 30, 2029. MPAD has the option to extend the agreement for an additional three (3) year period.

SOURCE OF FUNDS. The primary source of funding for legal services provided under the proposed agreement is the MPAD General Fund.

FISCAL IMPACT. \$14,500 per month.

RECOMMENDATION. Adopt Resolution No. 1871, A Resolution Authorizing a Monterey Peninsula Airport District Retainer Agreement with Cole Huber, LLP as District Legal Counsel.

ATTACHMENTS.

Resolution No. 1871

Monterey Peninsula Airport District Retainer Agreement for District Counsel

RESOLUTION NO. 1871

A RESOLUTION AUTHORIZING A MONTEREY PENINSULA AIRPORT DISTRICT RETAINER AGREEMENT WITH COLE HUBER, LLP AS DISTRICT LEGAL COUNSEL

WHEREAS, Cole Huber, LLP has provided legal services for the Monterey Peninsula Airport District since March 2011 and as General Counsel since April 2013, and the current legal services agreement expires June 30, 2024.

WHEREAS, on January 29, 2024 the Monterey Peninsula Airport District (MPAD) issued a Request for Qualifications/Proposal (RFQ/P) for Legal Counsel Services to MPAD as District Counsel.

WHEREAS, on April 24, 2024, the Monterey Peninsula Airport District selected Cole Huber, LLP to provide District Legal Counsel professional services.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT:

THAT, the law firm of Cole Huber, LLP is hereby retained as General Counsel for the Monterey Peninsula Airport District, Mr. Scott E. Huber of Cole Huber, LLP shall be designated as District Counsel, and the Chair of the Monterey Peninsula Airport Board of Directors is authorized to execute a Retainer Agreement with Cole Huber, LLP as District Legal Counsel.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 15th day of May 2024, by the following roll call vote:

AYES:	DIRECTORS:
NOES:	DIRECTORS:
ABSTAIN:	DIRECTORS:
ABSENT:	DIRECTORS:

Signed this 15th day of May 2024

Mary Ann Leffel, Chair

ATTEST

Michael La Pier, AAE
District Secretary

MONTEREY PENINSULA AIRPORT DISTRICT
RETAINER AGREEMENT FOR DISTRICT COUNSEL

This Agreement is entered into this 1st day of July, 2024 between MONTEREY PENINSULA AIRPORT DISTRICT (herein called "District") and Cole Huber LLP (herein called "Counsel").

Whereas, District seeks to employ Counsel to provide legal services for District as its District Counsel, as described in Ordinance 909, and more specifically described in Exhibit "A" and Exhibit "B," subject to the following terms, conditions and provisions.

Now therefore, in consideration of the above referenced recitals which are incorporated herein by reference and the mutual promises, covenants and terms set forth herein, District and Counsel agree as follows:

1. Duties of Counsel.

The District retains Counsel to advise, counsel, and represent the District as its Counsel and to provide routine legal advice, consultation, and opinions to the Board of Directors and District Staff, to assist in the preparation and review of ordinances, agreements, contracts and related documents; to attend regular Board meetings and other meetings as may be considered necessary; to maintain regularly scheduled office hours in the District's administration offices or at an agreed upon location, per week; to monitor existing and pending legislation and case law that may affect the District; to monitor existing and pending litigation in which the District is a party or otherwise interested; to periodically report on the status of such litigation; to maintain a knowledge of current criminal law and criminal procedure as well as California Codes and regulations and applicable federal codes and regulations; and to represent the District in litigation and appeals in which the District is a party. The duties and responsibilities of Counsel are specifically set forth in Exhibits A and B; while Counsel can use paralegals to assist in its work, both District and Counsel understand and agree that the duties identified herein, and the compensation paid hereunder, will be provided by, and are intended for, individuals licensed to practice law in the State of California.

2. Counsel Independent Contractor.

The parties agree that Counsel shall be an independent contractor in performing the services provided by this agreement. District is interested only in the results to be achieved, and the conduct and control of his/her work will lie solely with Counsel. Except to the extent specifically authorized by District pursuant to its Ordinance 909/Governance Manual, and any updates thereto, Counsel is not to be considered an agent of District for any other purpose. Counsel, his/her agents, officers, and employees, if any, are not considered employees of the District and are not entitled to any of the benefits that District provides for its employees, including worker's compensation insurance.

3. Time of Performance.

Performance of the services hereunder by Counsel will be for a period not to exceed five (5) years, commencing on July 1, 2024, and ending on June 30, 2029. The retainer and

rates for services shall be fixed for the first three (3) years of this term. District may exercise one (1) three-year extension to this agreement if notice of the intent to do so is received in writing by Counsel no earlier than 90 days prior to the expiration of the first five (5) year period. The retainer and rates for services shall be subject to modification in years 4 and 5 of the term and for the second 3-year period at the sole discretion of District. The rates for the fourth and fifth years and the extended three-year term shall be fixed for the relevant period. No modification to the retainer and rates for services shall be approved retroactively.

4. Compensation.

District shall compensate Counsel for all general counsel legal services to be provided by Counsel under this agreement according to a fixed monthly fee or retainer in the amount of \$14,500 (based on an estimated average of 45 hours per month; the amount paid monthly for the retainer will remain the same, even though some months Counsel will provide more than 45 hours, some months less than 45 hours).

Additional services shall be billed at an hourly rate. All compensation shall be in accordance with the terms and conditions of Exhibit "B" attached hereto and made a part hereof.

5. Materials and Documents.

Except as otherwise specified in this agreement, Counsel will bear the cost and expense of all facilities, materials, supplies, and publications used or needed by Counsel in the performance of his/her services and development of the work products to be delivered to District. District shall be the owner of all documents produced by Counsel on District's behalf. Ownership shall commence upon submission of any document in final draft form for consideration by District's Board of Directors at any regular, adjourned regular or special meeting, whether in open or closed session. Letters and other writings produced by Counsel on behalf of District not requiring Board action shall become the property of District when Counsel affixes his signature thereto. Counsel may retain copies of the original documents for his files. Preliminary drafts and other work papers are the property of Counsel.

6. Assignment.

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

7. Termination.

This agreement may be terminated by either party upon receipt of written notice not less than 60 days in advance of such termination. The parties specifically agree that nothing contained herein constitutes or implies the conferring or expectation of a property interest and that no cause need be shown for termination of this agreement by District.

8. Insurance.

- a. Automobile Liability.....maintain state limits on auto coverage for autos used during District services.

Workers Compensation.....maintain as required by State statutes.

Professional Errors and Omissions..... \$3 million per occurrence (no more than \$50,000 deductible).

Counsel shall not disclaim responsibility or avoid liability for the acts or omissions of its assignees, subcontractors, or other professional consultants. The retroactive date of the policy must be shown and must be before the date of the agreement.

- b. All insurance companies, with the exception of worker's compensation and professional errors and omissions, affording coverage to Counsel shall be required to add the Monterey Peninsula Airport District, its officers, employees, agents, and volunteers as additional "insureds" by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insured for the work performed and that no other insurance affected by the District or other named insured will be called upon to contribute to a loss covered thereunder. The policy shall contain no special limitations on the scope of protections afforded to District, its officers, employees, agents, or volunteers.
- c. All insurance companies affording coverage to Counsel shall be insurance organizations authorized by the Insurance Commissioner to transact the business of insurance in the State of California.
- d. All insurance companies affording coverage shall provide thirty (30) days written notice by certified or registered mail to the Monterey Peninsula Airport District should the policy be canceled or reduced in coverage before the expiration date. For the purposes of this notice requirement, any material change prior to expiration shall be considered cancellation.
- e. Counsel shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the Executive Director, concurrently with the submittal of this agreement. A statement on the insurance certificate which states that the insurance company will endeavor to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" does not satisfy the requirements of subsection (e) herein. Counsel shall ensure that the above-quoted language is stricken from the certificate by the authorized representative of the insurance company. The insurance certificate shall also state the unpaid limits of the policy.
- f. Counsel shall provide a substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date, and at annual renewal. Failure by Counsel to provide such a substitution and extend the policy expiration date shall be considered a default by Counsel.
- g. Maintenance of insurance by Counsel as specified in the agreement shall in no way be interpreted as relieving Counsel of any responsibility

whatever and Counsel may carry, at its own expense, such additional insurance as it deems necessary.

10. District's Designated Representative.

District designates the Executive Director as its "designated representative." The designated representative is authorized to review the services of Counsel and to authorize all services required of Counsel pursuant to this Agreement.

11. Certificate of Counsel.

Counsel agrees to complete, execute, and deliver to District upon execution of this agreement a certificate in the form and content of Exhibit "C" attached hereto and incorporated herein. Counsel agrees to comply with the conditions and provisions of the certificate.

12. Notices.

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

- a. District: Executive Director
Monterey Peninsula Airport District
200 Fred Kane Dr.; Suite 200
Monterey, CA 93940

- b. Counsel: Scott Huber, District Counsel
Cole Huber LLP
2281 Lava Ridge Court, Suite 300
Roseville, CA 95661

13. Nondiscrimination.

During the performance of this agreement, Counsel shall not discriminate against any employee or applicant because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years), or disability. Counsel shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability, veteran status, gender identity, genetic information and any other class protected by state and federal law.

14. Conflict of Interest.

Notwithstanding Paragraph 13, above, Counsel warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this agreement a violation of any applicable state, local, or federal law. Counsel further declares that, in the performance of this agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of

interest should nevertheless hereafter arise, Counsel shall promptly notify the District of the existence of such conflict of interest so that District may determine whether to terminate this agreement. Counsel further warrants its compliance with the Political Reform Act (Government Code section 81000 *et seq.*) and performance of the work or services pursuant to the terms of this agreement.

In addition to the proscriptions regarding conflict of interest imposed on Cole Huber LLP, by the Business and Professions Code and by the California Rules of Professional Conduct, particularly California Rule 3.310(d), Cole Huber LLP, represents that no attorney of Cole Huber LLP shall, after the termination of Cole Huber LLP's service or employment with District, appear before any board, committee, or agency of District in relation to any case, proceeding, or application, or contract in which it participated during the period of its service or employment, or which was under its active consideration, for a period of six (6) months from the date of termination of Cole Huber LLP's engagement as District Counsel. Both parties note there are pending State Bar Ethical Rules that may go into effect, that may impact the last portion of this paragraph, and agree to abide by any changes to the State Bar Ethical Rules.

15. Headings.

The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this agreement.

16. Extent of Agreement.

This agreement represents the entire integrated agreement between District and Counsel and supersedes all prior negotiations, representations, understanding, or agreements between the parties either written or oral.

17. Integration and Amendment.

This agreement represents the entire understanding of District and Counsel as to those matters contained herein. No prior oral or written understanding shall be of any force or affect with respect to those matters contained herein. No prior oral or written understanding shall be of any force or affect with respect to those matters covered in it. This agreement may not be modified or altered except by amendment in writing signed by both parties.

18. Jurisdiction.

This agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this agreement shall be in the State of California in the County of Monterey.

19. Severability.

If any part of this agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void in so far as it is in conflict with said laws, but the remainder of the agreement shall continue to be in full force and effect.

20. Exhibits Incorporated.

All exhibits referred to in this agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of the agreement and of any of the terms of any exhibit to the agreement, the terms of the agreement shall control the respective duties and liabilities of the parties.

21. Compliance with Laws, Rules, and Regulations.

Services performed by Counsel pursuant to this agreement shall be performed in accordance and full compliance with all applicable federal, state, and District laws and any rules or regulations promulgated thereunder.

22. Acceptance of Work Not a Release.

Acceptance by the District of the work performed under this agreement does not operate as a release of Counsel from professional responsibility for the work performed.

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

Dated: June 21, 2024

Counsel:

District:

By: Cole Huber LLP By: _____
(name of law firm) Chair

By _____ By _____
Attorney at Law Secretary

Please Note: All attorneys will need to also attach their General Practice Description, as required by the State Bar Ethics Rules.

EXHIBIT "A"

DUTIES OF THE DISTRICT COUNSEL

1. General.

Counsel shall be the chief legal officer of the District. Counsel shall be appointed by the Board of Directors, shall serve at its pleasure and shall be directly responsible to the Board. Counsel must be an active member of the State Bar of the State of California and be well qualified by reason of education and experience to perform legal functions for the District.

2. Preparation of Resolutions, Ordinances, Contracts, etc.

Counsel shall prepare all resolutions, ordinances, contracts, leases, and other documents of legal nature required for the conduct of the affairs of the District, as from time to time directed so to do by District Staff and/or the Board of Directors. When particular contracts and leases have been prepared by him/her, he/she shall approve them as to form in writing and submit them to District Staff for its consideration.

3. Attendance at Meetings.

Unless excused by the Chairman or a majority of the Board of Directors sitting in a duly noticed public meeting, Counsel shall attend all regular, adjourned regular and special meetings of District's Board of Directors. Counsel or the Assistant District Counsel will also attend other meetings, as the Executive Director determines are necessary (see Exhibit B).

4. Legal Assistance to the Board of Directors and District Staff.

Counsel shall render legal assistance to District's Board of Directors, its Chairperson, Executive Director, Deputy Executive Directors, and other employees authorized by the Executive Director and/or Deputy Executive Directors, as is required in the performance of said employees' duties. In addition, Counsel shall maintain a presence at District's administrative office of at least an average of 4 hours per week. A schedule will be mutually agreed upon by the Executive Director and Counsel, to facilitate interaction with Directors and Staff.

5. Bonds.

All labor and material, faithful performance and other bonds running in favor of the District shall be approved as to form by Counsel.

6. Litigation.

Except to the extent of participation prohibited by law in small claims court actions, Counsel shall conduct all litigation in which the District is from time to time engaged. Counsel shall make recommendations to the Board of Directors concerning the advisability of commencing litigation and the compromise or settlement of potential or existing litigation. Court actions commenced by District must be authorized by the Board

of Directors, except the Executive Director may, with the concurrent written notification to the members of the Board of Directors of the filing of the action, without the prior approval of the Board of Directors, authorize and direct actions be brought for recovery of rent owed to the District by tenants and former tenants of the District, including an unlawful detainer action for forfeiture of a lease of a tenant who is in default in the payment of rent and for recovery of possession of the leased premises after noncompliance by the tenant with a notice to pay rent or quit the premises. Such actions authorized by the Executive Director, if appropriate, may be filed and prosecuted in the small claims court.

7. Other.

Other legal services shall be provided, including, but not limited to the following areas: writing memoranda; oral and written presentations to the Board; preparation of opinions/documents related to procurement of services, goods and construction; RFP and RFQ preparation and process for airport projects; preparation of risk management analysis; preparation of opinions/documents concerning criminal law and criminal procedures, California Codes and regulations and applicable federal codes and regulations, land use, zoning, labor and personnel, Brown Act, conflict of interest (FPPC), real property (including easements, leasing, and purchase and sale agreements), public entity funding, construction law (public works) and public contracts, federal contracts, disabled access, CEQA/NEPA, and environmental and hazardous materials.

8. Additional Counsel.

Whenever, in Counsel's opinion, the Board of Directors should consider the employment of outside counsel as to a particular matter, pursuant to Section 22554 of the California Public Utilities Code, Counsel shall promptly advise the Board of Directors of this fact.

9. Legislation.

Counsel shall advise the Board of Directors of any legislation the District might consider sponsoring to aid it in conducting its affairs. Counsel shall further advise the Board of Directors of prospective legislation sponsored by others and as to how it would affect the District.

10. Administrative Bodies.

Whenever required by the Board of Directors or Executive Director to do so, Counsel shall appear before various administrative divisions and agencies of the state and administrative and legislative bodies of the United States Government concerning affairs of the District.

11. Additional Duties.

Counsel shall perform such additional duties as are required by the Executive Director and/or the Board of Directors or applicable law.

EXHIBIT "B"

COMPENSATION OF COUNSEL

1. Basic Services.

The services provided under the retainer include those legal services generally understood within the field of municipal law to fall within the category of "general counsel" including the following:

- Attendance at all meetings of the Board of Directors (regularly on the third Wednesday of the month; occasionally a second meeting during a calendar month is held) and other meetings as needed.
- Review and/or preparation of ordinances, resolutions, orders, agreements, contracts, forms, notices, declarations, certificates, deeds, leases, letters, memorandums, emails, or other forms of electronic transmittal of information, and other documents required by the District.
- Consultation with Board Members, Executive Director, Deputy Executive Directors, and Staff as needed.
- Regular consultation at MPAD administration offices located at the Monterey Peninsula Airport Terminal, 200 Fred Kane Drive, Suite 200, Monterey, California with a schedule to be mutually agreed upon by the Executive Director and Counsel, to allow for a minimum average of four (4) hours per week of direct interaction with the Executive Director and Deputy Executive Directors, or other Staff as directed by the Executive Director and/or Deputy Executive Directors.
- Coordination of the work of outside legal counsel as needed and directed by the Board of Directors or the Executive Director.
- Legal work pertaining to planning, property acquisition, property disposal, public improvements, public rights of way and easements, and matters relating to public utilities.
- Preparation of opinions/documents related to: aviation law; criminal law and criminal procedure; FAA airport rules/regulations; federal contracts; procurement of services, goods and construction; California Codes and regulations and applicable federal codes and regulations; land use; zoning; labor and personnel; Brown Act; conflict of interest (FPPC); real property (including easements, leasing, and purchase and sale agreements); public entity funding and construction law (public works), public contracts; disabled access; and CEQA/NEPA, environmental and hazardous materials.
- Preparation of RFPs and RFQs and assisting in conducting process for airport projects.
- Perform risk management analysis.

The retainer for provision of basic services includes all expenses associated with the provision of said services (e.g., mileage, reproduction of documents, travel expenses, conference registrations, if any, etc.). Counsel shall invoice District for retainer services. Such invoices shall include: a brief description of services performed; the date the services were performed; and the number of hours spent and by whom.

2. Additional Services

Counsel shall be compensated for the services rendered in accordance with this agreement as set forth below. All such assignments for additional services must be in writing. Counsel will not charge for travel time to and from Counsel's principal office.

a. Hourly Fees:

Scott Huber, District Counsel	\$325 per hour
Dave Ritchie, Assistant District Counsel	\$325 per hour
Partners	\$325 per hour
Associate Attorneys	\$275 per hour
Paralegals	\$180 per hour

b. Reimbursable Expenses:

1. Mileage will be paid at the IRS rate currently in existence at the time incurred, round trip, based upon official road mileages of the Automobile Club of Southern California. Counsel will only charge for mileage to and from the District offices from Counsel's principal office, and will not charge for travel time as part of Counsel's hourly fees set forth above.
2. Lodging: Reimbursed at actual cost, subject to District's normal per diem reimbursement policies, in the same manner as such expenses are paid for Board Members.
3. Meals: Reimbursed at actual cost, subject to District's normal per diem reimbursement policies, in the same manner as such expenses are paid for Board Members.
4. Court fees, filing fees, deposition transcript fees, expert witness fees, process servers, etc.: Reimbursed at actual cost.
5. Computerized Legal Research (Westlaw or Lexis-Nexis): Counsel will not charge for computerized legal research (Westlaw or Lexis-Nexis) unless extraordinary computerized legal research is necessary for District projects involving access to legal research data bases that are not part of Counsel's law library or available on the firm's legal research data base. Any such extraordinary computerized research shall be subject to the prior approval and authorization of the Executive Director.
6. Commercial Carrier Air Travel: Reimbursed at actual cost. Counsel will use best efforts to obtain economy rates.
7. Other out-of-pocket expenses: Reimbursed at actual cost.

c. Invoices for Additional Services:

1. For additional services, Counsel shall submit to District an itemized invoice, prepared in a form satisfactory to District, describing its services and costs for the period covered by the invoice. Except as specifically authorized by District, Counsel shall not bill District for duplicate services performed by more than one person. Counsel's bills shall include the following information to which such services or costs pertain:
 - a brief description of services performed;
 - MPAD representative specifically authorizing the services;
 - the date the services were performed;
 - the number of hours spent and by whom;
 - a brief description of any costs incurred;
 - Counsel's signature; and
 - Copy of written authorization for the additional services given by MPAD representative authorizing the services. No invoice shall be paid by District, unless accompanied by a copy of said authorization.
2. All such invoices shall be in full accord with any and all applicable provisions of this Agreement.
3. District shall make payment on each such invoice within forty-five (45) days of receipt; provided, however, that if Counsel submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this agreement, District shall not be obligated to process any payment to Counsel until forty-five (45) days after a correct and complying invoice has been submitted by Counsel.

d. Counsel's Records:

Full and complete records of Counsel's time and reimbursable travel expenses will be maintained by Counsel and submitted to District for reimbursement on a monthly basis in accordance with the billing practices of Cole Huber LLP following the month for which the claim is made. Documents and receipts submitted in support of claims for reimbursement or additional compensation shall be retained by District until completion and acceptance by District for its annual audit. Any claims paid and subsequently disallowed shall be promptly refunded to District upon demand.

e. Audit and Examination of Accounts.

1. Counsel shall keep and will cause any assignee or subcontractor under this agreement to keep accurate books of record in account, in accordance with sound accounting principles, which records pertain to services to be performed under his agreement.

2. Any audit conducted of books and records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.
3. Counsel hereby agrees to disclose and make available any and all accounting information, reports, or books of records or accounts pertaining to this agreement to District and any State or Federal government entity which provides support funding for District projects.
4. Counsel hereby agrees to include the requirements of subsection (b) above in any and all contracts with assignees, subcontractors, or consultants under his agreement.
5. All records provided for in this section are to be maintained and made available throughout the performance of this agreement and for a period of not less than five (5) years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals, or claims shall be maintained and made available for a period of not less than five (5) years after final resolution of such disputes, litigation, appeals, or claims.

EXHIBIT "C"

CERTIFICATE OF COUNSEL

I hereby certify that I am an active member of the State Bar of the State of California and that I am the holder of a Juris Doctorate degree in Law, or equivalent, issued by a college or university duly accredited by the American Bar Association to issue such a degree at the time I received it.

I am authorized to practice before all courts in the State of California, and the Federal Courts that serve Monterey County.

(Date)

(name of attorney)

Attorney at Law
State Bar No. _____

TO: Board of Directors, Monterey Peninsula Airport District
FROM: Michael La Pier, A.A.E., Executive Director
SUBJ: Resolution No. 1872, A Resolution Authorizing a Professional Services Agreement with Ballard Spahr, LLP for Bond/Tax and Disclosure Counsel Services

BACKGROUND. The Monterey Peninsula Airport District (MPAD) issued a Request for Qualifications (RFQ) for Bond/Tax and/or Disclosure Counsel Services on January 23, 2024. Responses were due by 5:00 p.m. PST on February 16, 2024.

Seven (7) firms submitted qualifications for Bond/Tax Counsel and are listed below in alphabetical order:

Ballard Spahr LLP
80 South 8th Street
Minneapolis, MN, 55402

Hawkins Delafield & Wood LLP
1415 L Street
Sacramento, CA 95814

Kutak Rock LLP
2001 16th Street
Denver, CO 80202

Nixon Peabody LLP
3000 South Grand Avenue
Los Angeles, CA 90071

Orrick, Herrington & Sutcliffe LLP
405 Howard Street
San Francisco, CA 94105

Squire Patton Boggs LLP
555 California Street
San Francisco, CA 94104

McGuireWoods LLP
1075 Peachtree Street
Atlanta, GA 30309

Five (5) firms submitted qualifications for Disclosure Counsel and are listed below in alphabetical order:

Ballard Spahr LLP
80 South 8th Street
Minneapolis, MN 55402

Nixon Peabody LLP
3000 South Grand Avenue
Los Angeles, CA 92821

Orrick, Herrington & Sutcliffe LLP
405 Howard Street
San Francisco, CA 94105

Squire Patton Boggs LLP
555 California Street
San Francisco, CA 94104

Stradling Yocca Carlson & Rauth LLP
500 Capitol Mall
Sacramento, CA 95814

STAFF ANALYSIS. The submissions were first reviewed for responsiveness. All were found to be responsive to the District's requirements. The evaluations were based on the following criteria:

1. Mandatory Elements
 - a. The firm must have airport experience and be registered/qualified to do business in the State of California.
 - b. The firm must have a minimum of ten (10) years' experience providing services of the type described in the Scope of Services.
 - c. The firm adheres to the instructions in the Request for Qualifications on preparing and submitting the response.

2. Evaluation Criteria
 - a. Capability to perform all or substantially all aspects of the project and recent relevant experience in Airport infrastructure financing projects
 - b. Key personnel's professional qualifications and experience and their ability for the proposed project; their reputation and professional integrity and competence; and their knowledge of airport revenue bond issuances, and financing alternatives, including but not limited to TIFIA
 - c. Record of successful finance team participation, including but not limited to positive ongoing relationships with Airport Consultants and Municipal Advisors
 - d. Understanding of the District's potential challenges and special concerns
 - e. Capacity to meet schedules and/or deadlines
 - f. Degree of interest shown in undertaking the project and their familiarity with and proximity to the Monterey Regional Airport
 - g. Interview Question and Answer session, if necessary

Staff, in consultation with PFM Advisors, determined that selecting a single firm to perform both the Bond/Tax and Disclosure Counsel roles would be the most efficient and advantageous structure for the District. As such, the four (4) firms that proposed for both the Bond/Tax and Disclosure Counsel roles (Ballard Spahr LLP, Nixon Peabody LLP, Orrick, Herrington & Sutcliffe LLP and Squire Patton Boggs LLP) were scheduled for interviews.

On Thursday, March 12, 2024 and March 13, 2024, staff interviewed representatives from each firm. The firms were asked to present their team, services, and financing alternative approaches, followed by questions from Staff.

All four firms were found to be professional and technically competent; however, Staff, based on ranking, chose Ballard Spahr LLP and Orrick, Herrington & Sutcliffe for further interviews with the Engagement Lead of each Firm.

Following the interviews with the Engagement Lead of each Firm, Staff contacted the provided professional references for each Firm. The references for each Firm were all superlative and confirmed the professional competency of each firm and respective Engagement Lead.

Based on the totality of the Evaluation process, on April 4, 2024, Staff supplied Ballard Spahr LLP with a Scope of Work and invited them to propose an Agreement for Services, inclusive of a fee proposal.

On April 11, 2024 Ballard Spahr supplied a Requested Fixed Fee Pricing Proposal for Bond/Tax and Disclosure Counsel Services – Pricing Information. The Pricing for Phase I (Financial Structuring) was \$35,000.00. Phase II (Bond/Tax Counsel Post Financial Structuring) was \$75,000.00 and Phase III (Disclosure Counsel) was \$50,000.00 for a total of \$160,000.00.

Independent Fee Estimate:

Staff engaged Cole Huber LLP to provide an Independent Fee Estimate for the Scope of Work submitted to Ballard Spahr LLP. Cole Huber provided an Independent Fee Estimate, noting that the hourly rates offered by Ballard Spahr are significantly lower than the industry average, and that MPAD can expect to save approximately 30% by utilizing the services of Ballard Spahr.

SCHEDULE. Upon execution of the Professional Services Agreement with Ballard Spahr LLP, the Financing Strategy Phase of the Bond/Tax Counsel work will begin immediately with Staff.

IMPACT ON OPERATIONS. None.

IMPACT ON FY 2024 BUDGET. None. The new fees will be incorporated in the FY2025 budget and will be paid at the completion of each Phase of work. The fees will be capitalized as Bond Issuance Costs, which will be amortized on a straight-line basis over the life of the Bonds.

RECOMMENDATION. Adopt Resolution No. 1872, A Resolution Authorizing a Professional Services Agreement with Ballard Spahr LLP for Bond/Tax and Disclosure Counsel Services.

ATTACHMENTS.

Resolution No. 1872

Professional Services Agreement Between Monterey Peninsula Airport District and Ballard Spahr LLP for Bond/Tax and Disclosure Counsel Services.

RESOLUTION NO. 1872

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH BALLARD SPAHR LLP FOR BOND/TAX AND DISCLOSURE COUNSEL SERVICES.

WHEREAS, on September 11, 2019 the Board adopted Resolution No. 1762 approving Phase 1 Due Diligence and Preliminary Financial Analysis with PFM Financial Advisors LLC (“PFM”) to identify the specific financial data and information required to provide adequate financial evaluations and funding scenarios for the proposed development of the adopted Airport Master Plan Short Term Improvement Projects; and

WHEREAS, the District has embarked on a multiphase program to improve and enhance the safety of the Airport, including, but not limited to, the plan to construct a 5-Gate, single level, Replacement Passenger Terminal Complex of approximately 60,000 to 65,000 sq. ft. (the “Project”); and

WHEREAS, PFM Financial Advisors LLC and District staff have concluded that a Bond/Tax and Disclosure Counsel is deemed necessary to (1) work with the District, the Airport Consultant and PFM to determine the key elements of the financing transaction for the Project, (2) perform Bond/Tax Counsel services in conjunction with the financing transaction, and (3) provide Disclosure Counsel services in conjunction with the financing transaction; and

WHEREAS, on January 22, 2024 the District issued Request for Qualifications (RFQs) for Bond/Tax and Disclosure Counsel to qualified firms; and

WHEREAS, based upon review of the experience and qualifications data received in response to the RFQs, Ballard Spahr LLP is considered qualified to provide the scope of work identified in the RFQ.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: Authorize the Executive Director to execute a contract to provide Bond/Tax and Disclosure Counsel Services in an amount not-to-exceed \$160,000.00.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 15th day of May 2024, by the following roll call vote:

AYES:	DIRECTORS:
NOES:	DIRECTORS:
ABSTAIN:	DIRECTORS:
ABSENT:	DIRECTORS:

Signed this 15th day of May 2024

Mary Ann Leffel, Chair

ATTEST

Michael La Pier, AAE
District Secretary

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
MONTEREY PENINSULA AIRPORT DISTRICT AND
BALLARD SPAHR LLP FOR PROFESSIONAL
SERVICES AS BOND/TAX AND DISCLOSURE
COUNSEL**

This Agreement is entered into and effective on May 15, 2024, by and between the Monterey Peninsula Airport District, hereinafter referred to as "MPAD," and Ballard Spahr LLP, hereinafter referred to as "FIRM"

**Section 1
SCOPE OF SERVICES**

Subject to the terms and conditions set forth in this Agreement, FIRM shall provide MPAD the services described in Exhibit A, entitled "Scope of Work and Requested Fixed Fee Pricing Proposal for Bond/Tax and Disclosure Counsel Services – Pricing Information," attached to this Agreement and incorporated by reference. FIRM shall not be compensated for services outside the scope of services as set forth in Exhibit A unless, prior to the commencement of such services: (a) FIRM notifies MPAD and MPAD agrees that such services are outside of the scope of services to be performed; (b) FIRM estimates the additional compensation required for the additional services; and, (c) MPAD, after notice, approves the additional services and amount of compensation.

**Section 2
COMPENSATION**

MPAD shall pay FIRM for services rendered pursuant to this Agreement at the times and in the manner as set forth in Exhibit A. Payments specified in Exhibit A shall be the only payments to be made to FIRM for services rendered pursuant to this Agreement unless, pursuant to Section I above, MPAD approves additional compensation for additional services. Total compensation for services shall not exceed \$160,000.

FIRM will submit an invoice to MPAD upon conclusion of the "Phase I (Financial Structuring)", "Phase II (Post-Financial Structuring)" and "Phase III (Disclosure Counsel)" as described and set forth in Exhibit A for services completed. All invoices will be itemized to reflect the categories of employees performing the requested tasks, the billing rate for each employee, and the hours for services.

Invoices sent by FIRM to MPAD relating to "Phase I (Financial Structuring)" shall be paid within thirty (30) days of receipt, provided supporting narrative and hours billed against the specific task allocations in the contract's scope of work are included and reasonably acceptable to the MPAD. Invoices sent by FIRM to MPAD relating to "Phase II (Post-Financial Structuring)" and "Phase III (Disclosure Counsel)" shall be paid at closing of the Bond Transaction (as defined in Exhibit A hereto); provided, however, that if the Bond Transaction does not close as a result of an action that is not the fault of FIRM, invoices sent by FIRM to MPAD relating to "Phase II (Post-Financial Structuring)" and "Phase III

(Disclosure Counsel)” shall be paid within thirty (30) days of receipt, provided supporting narrative and hours billed against the specific task allocations in the contract’s scope of work are included and reasonably acceptable to the MPAD.

Section 3
TERMS AND CONDITIONS OF AGREEMENT

1. Time for Commencement and Completion of Services: FIRM shall commence services on the date first set out above, and complete the work as expeditiously as practicable taking into account that the FIRM with need to work along with MPAD, PFM and others in order to achieve MPAD’s goals.

2. Facilities and Property: MPAD agrees to make its facilities accessible to FIRM as required for FIRM’s performance of its services.

3. License, Permits, and Compliance with Law: FIRM represents that prior to commencing any services under this Agreement, it shall obtain and maintain at its own expense during the life of this Agreement any licenses, permits, qualifications, and approval required to practice its profession and perform the contract services and shall comply with any and all applicable local, state, and federal laws in performing the contract services.

4. Relationship of Parties, No Third-Party Beneficiaries: FIRM is an independent contractor under this Agreement. This Agreement gives no rights or benefits to anyone not named as a party to this Agreement, and there are no third-party beneficiaries to this Agreement. In the exercise of rights and obligations under this Agreement, FIRM acts as an independent contractor and not as an agent or employee of MPAD. MPAD shall not control where and how services are performed. MPAD shall not reimburse FIRM for business expenses or supplies (other than actual out-of-pocket expenses of FIRM relating to the Bond Transaction) and shall not provide FIRM with vacation, pension, insurance, or sick leave. FIRM shall provide FIRM’S own office, tools, and supplies and shall be free to engage in contracts with other persons or agencies, either public or private. FIRM shall not be entitled to any rights and benefits accorded or accruing to the Board members, officers or employees of MPAD, and FIRM expressly waives any and all claims to such right and benefits.

5. Subcontracts: FIRM may use the services of independent contractors to perform a portion of its obligations under this Agreement with prior approval by MPAD. Independent contractors and subcontractors shall be provided with a copy of this Agreement and shall agree to be bound by its terms. FIRM shall be the responsible party with respect to all actions of its independent contractors and subcontractors and shall obtain such insurance and indemnity provisions from contractors and subcontractors as FIRM shall determine to be necessary.

6. No Discrimination: In performing the services under this Agreement, FIRM shall not discriminate in the employment of its employees and the engagement of any subcontractors on the basis of race, religion, color, national origin, ancestry, disability,

marital status, pregnancy, medical condition, gender, sexual orientation, or political opinions or affiliation or any other criteria prohibited by law.

7. Insurance Requirements: FIRM shall comply with the insurance requirements set forth in Exhibit B, attached to this Agreement and incorporated by reference. In addition, FIRM, in accordance with the provisions of Section 3700 of the California Labor Code, shall secure at its own expense and maintain during the life of this Agreement, Workers' Compensation coverage for its employees as necessary to protect FIRM and its employees under the Workers' Compensation Insurance and Safety Act. Such insurance shall be in a standard form and shall relieve MPAD of all responsibility for such claims and or liability. FIRM shall, prior to undertaking the work contemplated herein, supply MPAD with a certificate of insurance evidencing that said insurance coverage is in full effect.

8. Standard of Performance: FIRM shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession. All services and/or products of whatever nature that FIRM delivers to MPAD pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing the profession of FIRM and its agents, employees, and subcontractors assigned to perform the services contemplated by this Agreement.

9. Ownership and Use of Documents and Electronic Media Deliverables: The working papers, including work product such as drafts, notes, internal memoranda, and legal and factual research for this engagement are the property of FIRM and constitutes confidential information. The FIRM will adopt reasonable procedures to maintain the confidentiality of such documentation. Other materials, including final deliverables, are the property of MPAD.

10. Resolutions of Disputes, Forum, and Attorneys' Fees: The laws of the State of California shall govern the interpretation of and the resolution of disputes under this Agreement. Any dispute arising from this Agreement shall be adjudicated in the courts of Monterey County in the State of California. If any claim, at law or otherwise is made by either party to this Agreement, the prevailing party shall be entitled to its costs and reasonable attorneys' fees.

11. Termination: This Agreement shall continue until terminated as provided for herein. MPAD may terminate this Agreement at any time by providing written notice to FIRM. FIRM may terminate this Agreement at any time according to the Rules of Professional Conduct by providing reasonable written notice to MPAD as to not prejudice MPAD's interests. In the event MPAD shall give such notice of termination, FIRM shall discussion transition plans and then promptly cease rendering services pursuant to this Agreement.

In the event MPAD shall terminate this Agreement: (a) MPAD shall have full ownership and control of all final reports which have been delivered by FIRM pursuant to this Agreement, and (b) MPAD shall pay FIRM all fees and costs incurred by FIRM as of the date of the last task performed before discontinuing work pursuant to such termination.

12. Notices: All communications relating to the day to day activities of the project shall be exchanged between MPAD Executive Director or his/her designee and the FIRM's Project Manager All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender, and delivered by facsimile with a hard copy mailed first class, postage prepaid, or when sent by a courier or express services guaranteeing overnight delivery to the receiving party, and addressed to the respective party as follows:

To MPAD: **Mark Wilson, Controller**
Monterey Peninsula Airport District
200 Fred Kane Dr., #200
Monterey, CA 93940

To FIRM: **Benjamin W. Johnson**
Ballard Spahr LLP
80 South 8th Street
Minneapolis, MN 55402-2119

13. Entire Agreement: This document, including all exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement.

14. Severability: If any portion of this Agreement or its application to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. Headings, Assignment and Waiver: The headings in this Agreement are inserted for convenience only and shall not constitute a part of it. Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party. A waiver of any part or any provision of this Agreement, or a waiver of any breach of this Agreement, must be provided in writing and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.

16. Auditing: MPAD reserves the right to periodically audit all charges made by FIRM to MPAD for services under this Agreement. Upon request, FIRM agrees to furnish MPAD, or a designated representative, with necessary information and assistance.

FIRM agrees that MPAD or its delegate will have the right to review, obtain, and copy all records pertaining to the performance of this Agreement. FIRM agrees to provide MPAD or its delegate with any relevant information requested and shall permit MPAD or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspection and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. FIRM further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

17. Integration and Modification: This Agreement represents the entire integrated agreement between FIRM and MPAD; supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties; and may be amended only by written instrument signed by FIRM and MPAD.

18. Authority: The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

19. Conflicts. FIRM represents many other companies and individuals. MPAD agrees that FIRM may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to FIRM's work for MPAD even if the interests of such clients in those other matters are directly adverse. FIRM agrees, however, that MPAD's prospective consent to the conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of FIRM's representation of MPAD, FIRM has obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to MPAD's material disadvantage.

IN WITNESS WHEREOF, MPAD and FIRM have executed this Agreement as of the date first above written.

MONTEREY
PENINSULA AIRPORT
DISTRICT

BALLARD SPAHR LLP

By _____
MARY ANN LEFFEL
CHAIR

By _____
BENJAMIN W. JOHNSON

ATTEST:

APPROVED AS TO FORM AND
CONTENT:

MICHAEL LA PIER
SECRETARY OF THE
DISTRICT

SCOTT E. HUBER
DISTRICT COUNSEL

EXHIBIT A
SCOPE OF WORK
AND
REQUESTED FIXED FEE PRICING PROPOSAL FOR BOND/TAX AND DISCLOSURE
COUNSEL SERVICES – PRICING INFORMATION

[Attached]



Requested Fixed Fee Pricing Proposal for Bond/Tax and Disclosure Counsel Services – Pricing Information

Prepared for the Monterey Peninsula Airport District

April 11, 2024

Benjamin W. Johnson
(612) 371-6223
johnsonbw@ballardspahr.com

Michael A. Charlebois
(424) 204-4333
charleboism@ballardspahr.com

Ballard Spahr
LLP

Ballard Spahr LLP

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Michael A. Charlebois
Tel: (424) 204-4333
Fax: (424) 204-4350
charleboism@ballardspahr.com

Submitted via Email

April 11, 2024

Mark Wilson, CPA/MBA, Controller, Monterey Regional Airport
Monterey Peninsula Airport District, Finance Department
200 Fred Kane Dr., Suite
200 Monterey, CA 93940

Re: Response to Request for Fixed Fee Pricing Proposal

Dear Mr. Wilson:

Attached is our fixed fee pricing proposal for the Scope of Work as set forth in your email request from April 4, 2024. We are excited to provide this fixed fee pricing proposal to the Monterey Peninsula Airport District (the "Airport District") and look forward to working with the District on its financing of a new terminal.

Please do not hesitate to contact us if there are any questions whatsoever on this proposal.

Best regards,



Benjamin W. Johnson,
Partner and Co-Chair, Ballard Spahr's Public Finance
Practice



Michael A. Charlebois,
Of Counsel, Ballard Spahr's Public Finance Practice

Scope of Work Pricing

We have worked with our proposed financing team and internal pricing team at Ballard Spahr LLP (“Ballard” or the “Firm”) to provide this pricing proposal to the Monterey Peninsula Airport District (the “District”) which operates the Monterey Regional Airport (the “Airport”).

Please note that we have assumed that any work related to TIFIA would be a separate charge based upon the hourly rates stated in this pricing proposal. If TIFIA is a portion of the capital stack for the replacement terminal project, Ballard would work with the District to determine a scope of work to be able to provide a pricing proposal to the District. There is not a well-defined scope of what the TIFIA process entails for a regional airport such as the Airport in order for us to provide a fixed fee proposal for the possible TIFIA process. If you have questions on this approach, we would welcome discussion.

SCOPE OF WORK – PHASE I

Financial Structuring: For purposes of our fixed fee pricing proposal we have assumed that our work will primarily occur between May 15 through mid-July 2024. We anticipate that our fees for Phase I will be paid at the completion of Phase I.

A. BOND/TAX COUNSEL:

The scope of work for bond/tax counsel may include, but not be limited to, the following:

1. Work with the District, the District’s Airport Feasibility Consultant and PFM Municipal Advisors to determine the following key elements of the financing transaction (the “Bond Transaction”) and to draft the Master Trust Document governing the issuance of bonds and future bonds:

- a. Legal Authorization
- b. Type of Debt being Issued
- c. Security for the bonds
- d. Pledged Revenues, Revenues Available for Bond Debt Service, and other sources of funding:
 - i. Airport Revenues
 - ii. Passenger Facility Charges
 - iii. Customer Facility Charges
- e. Determine the appropriate bond covenants, warranties, and representations
- f. Other financing sources to be used in conjunction with, or in lieu of the issuances of the Bonds, including but not limited to Bank financing, Certificates of Participation and/or TIFIA financing.
- g. Timing of sale of the bonds

Phase I **\$35,000**
(Financial Structuring)

SCOPE OF WORK – PHASE II

B. BOND/TAX COUNSEL (Post Financial Structuring):

For purposes of our fixed fee pricing proposal we have assumed that our work will primarily occur from mid-July through mid-December 2024. We anticipate that our fees for Phase II will be paid at the completion of Phase II.

The scope of work for bond/tax counsel may include, but not be limited to, the following:

1. Rendering the bond counsel opinion regarding the validity and binding and binding effect of the bonds, the source of payment and security for the bonds, and the excludability of interest on the bonds from gross income for federal income tax purposes and/or State income tax purposes as applicable;
2. Rendering a supplemental bond counsel opinion regarding the Preliminary Official Statement and the Official Statement in so far as such statements expressly summarize certain provisions of the bonds are accurate in all material respects;
3. Examining applicable laws, preparing authorizing documents, consulting with parties to the transactions, reviewing proceedings, and performing additional duties as necessary to render the opinion(s);
4. Providing advice or opinions as requested regarding any tax covenants or provisions to assure that interest on the bonds will be excluded from gross income for federal income tax purposes;
5. Preparing and reviewing of documents necessary or appropriate to the authorization, issuance, sale and delivery of the bonds, coordinating the authorization, review, and execution of these documents, and where appropriate, drafting enabling legislation;
6. Assisting the District in seeking from other governmental authorities any approvals, permissions, and exemptions necessary or appropriate in connection with the authorization, issuance, sale, and delivery of the bonds;
7. Reviewing legal and tax issues relating to the structure of the bond issue or projects being financed by the bonds;
8. Reviewing or preparing the applicable sections of the offering document to be disseminated in connection with the sale of the bonds that relate to the description of the bonds, financing documents, bond counsel opinion, and tax matters;
9. Participating, when requested, in activities associated with presenting information to rating agencies and/or credit enhancement providers relating to legal issues affecting the issuance of the bonds;
10. Reviewing or preparing the notice of sale or bond (if applicable) or note purchase contract for the bonds or notes, as requested;
11. Providing continuing legal advice, as requested, on issues related to the sale and the administration of District obligations;
12. Provide guidance on issue price;
13. Providing other (normal industry-standard bond counsel) legal opinions as required;
14. Participating in meetings, as requested, relating to the issuance or administration of bonds or notes;
15. Preparing the official transcript for the bond or note issue;
16. Keeping the District informed of rulings issued by federal and State regulatory agencies including, but not limited to, the U.S. Securities Exchange Commission, Internal Revenue Service and Municipal Securities Rulemaking Board, which impact the issuance of the bonds and/or administration of the bond program;

17. Any additional duties required for specific bond programs (during the course of the Bond Transaction).

Phase II **\$75,000**
(Post-Financial Structuring)

Please note that our pricing proposal for Phase II assumes that the District’s typical outside counsel will deliver any necessary legal opinions regarding normal District organization and Airport operation matters. For example, we have assumed for purposes of this pricing proposal that the District’s counsel will deliver any legal opinions with respect to compliance with FAA requirements.

SCOPE OF WORK – PHASE III

C. DISCLOSURE COUNSEL:

For purposes of our fixed fee pricing proposal we have assumed that our work will primarily occur from mid-July through mid-December 2024. We anticipate that our fees for Phase III will be paid at the completion of Phase III.

The scope of duties may include, but is not limited to, the following:

1. Preparing the preliminary and final official statements, including any supplements and related certificates;
2. Preparing a Notice of Sale, if applicable and requested;
3. Preparing disclosure on the District, known as Appendix A, to the preliminary and final official statements for use in all offering documents for bonds supported by the District’s revenues;
4. Providing a “10b-5” letter of negative assurance with respect to the preliminary and final official statements;
5. Reviewing or preparing the continuing disclosure undertaking of the District;
6. Providing advice and review on matters relating to continuing disclosure compliance, annual reporting requirements, listed event notices, and policies and procedures;
7. Reviewing, as necessary, applicable laws and pertinent documents;
8. Providing disclosure training to the District and other obligated parties;
9. Participating in meetings and discussions with various parties, including investors, rating agencies, or credit providers as requested; and
10. Reviewing any investor presentations or advertising materials.

Phase III **\$50,000**
(Disclosure Counsel)

The fixed fee proposal above is based on our estimate of the team for the following rates. These hourly rates reflect a substantial discount from our standard hourly rates. In addition, we endeavor to utilize timekeepers at the appropriate levels for the requested tasks.

Individual	<u>Benjamin Johnson</u>	<u>Steve Park</u>	<u>Marybeth Orsini</u>	<u>Michael Charlebois</u>	<u>Benjamin Vernon</u>	<u>Barbara Skaar</u>
Title	Partner	Partner	Partner	Of Counsel	Associate	Paralegal

Standard Rate	\$940	\$990	\$995	\$845	\$805	\$350
Discounted Deal Rate	\$725	\$725	\$725	\$625	\$575	\$295

This fixed fee pricing proposal is based upon the responsibility and scope of services listed above in this fixed fee pricing proposal that have been provided by the District. Our fees may vary if (i) there are material changes in the structure of the Bond Transaction, (ii) additional document drafting or negotiations are placed in our duties than is what set forth above, (iii) timing delays beyond what is assumed in this fixed fee pricing proposal, or (iv) unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fixed fee proposal for any of the phases, we will consult with you.

Our fees will be based on the reasonable value of our services as determined in accordance with the Rules of Professional Conduct governing attorneys. The primary basis for computing our fees will be the hourly billing rate of each attorney or paralegal working on the matter. Our billing rates are adjusted annually, typically in December. If the Bond Transaction does not close as a result of an action that is not the fault of Ballard, then we will expect payment from the District of our accrued fees to the date of the termination of our work for the District.

We anticipate that our work for Phase I will be paid by the District at the completion of Phase I. The District would be able to then reimburse itself for our Phase I fees from the proceeds of the Bond Transaction. We anticipate that our fees for Phases II and III would be paid at the closing of the Bond Transaction (the "Closing"), and we customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Upon the completion of the Bond Transaction our responsibilities and costs under this Fixed Fee Proposal will terminate and post-closing matters will be billed hourly unless a separate fixed fee proposal is agreed to by the District.

EXHIBIT B

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

FIRM shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the FIRM, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if FIRM has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. ***(Not required if FIRM provides written verification it has no employees)***
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the FIRM's profession, with limit no less than **\$1,000,000** per occurrence or claim, \$1,000,000 aggregate. (If Claims-made, see below.)

If the FIRM maintains higher limits than the minimums shown above, MPAD requires and shall be entitled to coverage for the higher limits maintained by the FIRM. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to MPAD.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Monterey Peninsula Airport District, its Board of Directors, officers, representatives, agents, employees and volunteers are to be covered as additional insureds on the CGL policy and AL policy with respect to liability arising out of work or operations performed by or on behalf of the FIRM including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the FIRM's insurance **(at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used)**.

Primary Coverage

For any claims related to this contract, the **FIRM's insurance coverage shall be primary** insurance for Commercial General Liability and Automobile Liability policies as respects the Monterey Peninsula Airport District, its Board of Directors, officers, representatives, agents, employees and volunteers. Any insurance or self- insurance maintained by MPAD, its Board of Directors, officers, representatives, agents, employees and volunteers shall be excess of the FIRM's insurance for Commercial General Liability and Automobile Liability policies and shall not contribute with it. The Monterey Peninsula Airport District does not accept primary endorsements limiting the FIRM's insurance coverage to sole negligence.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with 30 days' advance notice to the Monterey Peninsula Airport District.

Waiver of Subrogation

FIRM hereby grants to MPAD a waiver of any right to subrogation relating to Commercial General Liability, Automobile Liability, Workers' Compensation, and Employer's Liability which any applicable insurer of said FIRM may acquire against the MPAD by virtue of the payment of any loss under such insurance. FIRM agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not MPAD has received a waiver of subrogation endorsement from the insurer. MPAD understands that a waiver of subrogation is not permitted under FIRM's Professional Liability insurance.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Monterey Peninsula Airport District. MPAD may require FIRM to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted to do business in the State of California; if not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A+:X, or, in the case of FIRM's Professional Liability insurer ALAS, Ltd., a Fitch rating of A (strong, stable outlook).

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. If Claims Made policy form is used, a one (1) year discovery and reporting tail period of coverage is required after completion of work. As FIRM's coverage is on a claims-made basis, any future claims would be subject to the then-current policy.

Verification of Coverage

FIRM shall furnish MPAD with original certificates required by this clause. All certificates are to be received and approved by MPAD before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the FIRM's obligation to provide them.

FIRM shall, prior to the commencement of work under this Agreement, provide MPAD with a certificate of insurance for each of the required policies.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

Monterey Peninsula Airport District
Attn: Executive Director
200 Fred Kane Dr., #200
Monterey, CA 93940

MPAD Phone: 831-648-7000

Maintenance of Insurance

If at any time during the life of the Contract or any extension, FIRM fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for MPAD to terminate this Contract.

Subcontractors

FIRM shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and any subcontractors shall ensure that MPAD is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

MPAD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

TO: Board of Directors, Monterey Peninsula Airport District
FROM: Michael La Pier, A.A.E., Executive Director
SUBJ: Resolution No. 1873, A Resolution Authorizing a Professional Services Agreement with Unison Consulting for Airport Consulting Services

BACKGROUND. The Monterey Peninsula Airport District (MPAD) issued a Request for Qualifications (RFQ) for Airport Consultant on January 22, 2024. Responses were due by 5:00 p.m. PST on February 16, 2024.

Four (4) firms submitted qualifications for Airport Consultant and are listed below in alphabetical order:

DKMG Consulting LLC
6368 Cook Road
Guildford, IN 47022

L & B
4445 Lake Forest Drive
Cincinnati, OH 45242

Ricondo and Associates Inc
20 N Clark Street
Chicago, IL 60602

Unison Consulting
150 North Michigan Avenue
Chicago, IL 60601

STAFF ANALYSIS. The submissions were first reviewed for responsiveness. All were found to be responsive to the District's requirements. The evaluations were based on the following criteria:

1. Mandatory Elements

- a. The firm must have airport experience and be registered/qualified to do business in the State of California.
- b. The firm must have a minimum of ten (10) year's experience providing services of the type described in the Scope of Services.
- c. The firm adheres to the instructions in this Request for Qualifications on preparing and submitting the response.

2. Evaluation Criteria

- a. Capability to perform all or substantially all aspects of the project and recent relevant experience in Airport infrastructure financing projects,
- b. Key personnel's professional qualifications and experience and their ability for the proposed project; their reputation and professional integrity and competence; and their knowledge of airport revenue bond issuances, and financing alternatives, including but not limited to TIFIA,
- c. Record of successful finance team participation, including but not limited to positive ongoing relationships with Bond/Tax/Disclosure Counsel and Municipal Advisors,
- d. Qualifications and experience of sub-consultants regularly engaged by the Consultant under consideration,
- e. Capacity to meet schedules and/or deadlines,

- f. Degree of interest shown in undertaking the project and their familiarity with and proximity to the Monterey Regional Airport,
- g. Interview Question and Answer session, if necessary.

Based on a review of the RFQ responses using the Evaluation Criteria, Staff selected Unison Consulting and DKMG Consulting LLC for interviews.

On March 15, 2024 staff interviewed representatives from Unison Consulting and on March 18, 2024 staff interviewed representatives from DKMG Consulting. The firms were asked to present their team, services and financing alternative approaches, followed by questions from Staff.

Staff ranked the qualifications and interview responses from each firm and determined that references should be contacted for Unison Consulting. The references for Unison were all superlative and confirmed the professional competency of the firm and their Lead Individual.

Based on the totality of the Evaluation process, on April 2, 2024, Staff supplied Unison Consulting with a Scope of Work and invited them to propose an Agreement for Services, inclusive of a fee proposal.

Unison Consulting responded on April 8, 2024 with a Proposal for Professional Services Airport Consultant with a Not-To-Exceed Budget of \$184,900.00.

Independent Fee Estimate:

Staff engaged WJ Advisors (Aviation Management Consultants) to provide an independent Fee Estimate for the Scope of Work submitted to Unison Consulting. WJ Advisor's Independent Fee estimate for the Scope of Work was \$195,644.00.

SCHEDULE. Upon execution of the Professional Services Agreement with Unison Consulting the Financing Strategy Phase of the Airport Consultant work will begin immediately with Staff.

IMPACT ON OPERATIONS. None.

IMPACT ON FY 2024 BUDGET. None. The new fees will be incorporated in the FY2025 budget and will be paid from bond proceeds when the bond sale is completed. The fees will be capitalized as Bond Issuance Costs, which will be amortized on a straight-line basis over the life of the Bonds.

RECOMMENDATION. Resolution No. 1873, A Resolution Authorizing a Professional Services Agreement with Unison Consulting for Airport Consultant Services.

ATTACHMENTS.

Resolution No. 1873

Professional Services Agreement Between Monterey Peninsula Airport District and Unison Consulting for Airport Consulting.

RESOLUTION NO. 1873

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH UNISON CONSULTING, INC. FOR AIRPORT CONSULTING SERVICES.

WHEREAS, on September 11, 2019 the Board adopted Resolution No. 1762 approving Phase 1 Due Diligence and Preliminary Financial Analysis with PFM Financial Advisors LLC (“PFM”) to identify the specific financial data and information required to provide adequate financial evaluations and funding scenarios for the proposed development of the adopted Airport Master Plan Short Term Improvement Projects; and

WHEREAS, the District has embarked on a multiphase program to improve and enhance the safety of the Airport, including, but not limited to, the plan to construct a 5-Gate, single level, Replacement Passenger Terminal Complex of approximately 60,000 to 65,000 sq. ft. (the “Project”); and

WHEREAS, PFM Financial Advisors LLC and District staff have concluded that an Airport Consultant is deemed necessary to (1) work with the District, Bond Counsel and PFM to arrive at consensus on the Bond Transaction for the Project and (2) to provide an independent report to be used in conjunction with the Airport’s proposed Bond Financing and/or involving alternative financing instruments. The Report of Airport Consultant will be included in the District’s Bond Offering’s Preliminary Statement and/or support for TIFIA Financing or Certificates of Participation; and

WHEREAS, on January 22, 2024 the District issued Request for Qualifications (RFQs) for Airport Consultant to qualified firms; and

WHEREAS, based upon review of the experience and qualifications data received in response to the RFQs, Unison Consulting, Inc. is considered qualified to provide the scope of work identified in the RFQ.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: Authorize the Executive Director to execute a contract to provide Airport Consulting Services in an amount not-to-exceed \$184,900.00.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 15th day of May 2024, by the following roll call vote:

AYES:	DIRECTORS:
NOES:	DIRECTORS:
ABSTAIN:	DIRECTORS:
ABSENT:	DIRECTORS:

Signed this 15th day of May 2024

Mary Ann Leffel, Chair

ATTEST

Michael La Pier, AAE
District Secretary

PROFESSIONAL SERVICES AGREEMENT BETWEEN MONTEREY PENINSULA AIRPORT DISTRICT AND UNISON CONSULTING, INC. FOR PROFESSIONAL SERVICES AS AIRPORT CONSULTANT

This Agreement is entered into and effective on May 15, 2024, by and between the Monterey Peninsula Airport District, hereinafter referred to as "MPAD", and Unison Consulting, Inc., hereinafter referred to as "FIRM".

Section 1 **SCOPE OF SERVICES**

Subject to the terms and conditions set forth in this Agreement, FIRM shall provide MPAD with the services described in Exhibit A, entitled "Proposal for Professional Services Airport Consultant" dated April 8, 2024, attached to this Agreement and incorporated by reference. FIRM shall not be compensated for services outside the scope of services as set forth in Exhibit A unless, prior to the commencement of such services: (a) FIRM notifies MPAD and MPAD agrees that such services are outside of the scope of services to be performed; (b) FIRM estimates the additional compensation required for the additional services; and, (c) MPAD, after notice, approves the additional services and amount of compensation.

Section 2 **COMPENSATION**

MPAD shall pay FIRM for services rendered pursuant to this Agreement at the times and in the manner as set forth in Exhibit A. Payments specified in Exhibit A shall be the only payments to be made to FIRM for services rendered pursuant to this Agreement unless, pursuant to Section 1 above, MPAD approves additional compensation for additional services. Total compensation for services shall not exceed **\$184,900**.

FIRM will submit an invoice to MPAD upon conclusion of the "Phase 1: Financial Structuring," and "Phase 2: The Report of the Airport Consultant" as described and set forth in Exhibit A for services completed. All invoices will be itemized to reflect the categories of employees performing the requested tasks, the billing rate for each employee, and the hours for services.

All invoices sent by FIRM to MPAD shall be paid within thirty (30) days of receipt, provided supporting narrative and hours billed against the specific task allocations in the contract's scope of work are included and acceptable to the MPAD.

Section 3 **TERMS AND CONDITIONS OF AGREEMENT**

1. Time for Commencement and Completion of Services: FIRM shall commence services on the date first set out above and complete the work no later than September 30, 2024.
2. Facilities and Property: MPAD agrees to make its facilities accessible to FIRM as required for FIRM's performance of its services.

3. License, Permits, and Compliance with Law: FIRM represents that prior to commencing any services under this Agreement, it shall obtain and maintain at its own expense during the life of this Agreement any licenses, permits, qualifications, and approval required to practice its profession and perform the contract services and shall comply with any and all applicable local, state, and federal laws in performing the contract services.

4. Relationship of Parties, No Third-Party Beneficiaries: FIRM is an independent contractor under this Agreement. This Agreement gives no rights or benefits to anyone not named as a party to this Agreement, and there are no third-party beneficiaries to this Agreement. In the exercise of rights and obligations under this Agreement, FIRM acts as an independent contractor and not as an agent or employee of MPAD. MPAD shall not control where and how services are performed. MPAD shall not reimburse FIRM for business expenses or supplies and shall not provide FIRM with vacation, pension, insurance, or sick leave. FIRM shall provide FIRM'S own office, tools, and supplies and shall be free to engage in contracts with other persons or agencies, either public or private. FIRM shall not be entitled to any rights and benefits accorded or accruing to the Board members, officers or employees of MPAD, and FIRM expressly waives any and all claims to such right and benefits.

5. Subcontracts: FIRM may use the services of independent contractors to perform a portion of its obligations under this Agreement with prior approval by MPAD. Independent contractors and subcontractors shall be provided with a copy of this Agreement and shall agree to be bound by its terms. FIRM shall be the responsible party with respect to all actions of its independent contractors and subcontractors and shall obtain such insurance and indemnity provisions from contractors and subcontractors as FIRM shall determine to be necessary.

6. No Discrimination: In performing the services under this Agreement, FIRM shall not discriminate in the employment of its employees and the engagement of any subcontractors on the basis of race, religion, color, national origin, ancestry, disability, marital status, pregnancy, medical condition, gender, sexual orientation, or political opinions or affiliation or any other criteria prohibited by law.

7. Insurance Requirements: FIRM shall comply with the insurance requirements set forth in Exhibit B, attached to this Agreement and incorporated by reference. In addition, FIRM, in accordance with the provisions of Section 3700 of the California Labor Code, shall secure at its own expense and maintain during the life of this Agreement, Workers' Compensation coverage for its employees as necessary to protect FIRM and its employees under the Workers' Compensation Insurance and Safety Act. Such insurance shall be in a standard form and shall relieve MPAD of all responsibility for such claims and or liability. FIRM shall, prior to undertaking the work contemplated herein, supply MPAD with a certificate of insurance as evidence that said insurance coverage is in full effect.

8. Indemnity and Hold Harmless: With the exception that this section shall in no event be construed to require indemnification by FIRM to a greater extent than permitted under the laws of the State of California, FIRM shall, indemnify, protect, defend with counsel approved by MPAD and at FIRM'S sole cost and expense, and hold harmless MPAD, its Board of Directors, officials, representatives, agents employees and volunteers from and against any and all claims, causes of action, liabilities, judgments, awards, losses, liens, claims, stop notices, damages, expenses, and costs (including without limitation attorneys' fees, expert and FIRM fees, and other expenses of litigation) of every nature, including, but not limited to, death or injury to persons, or damage to property, which arise out of or are in any way connected with the work performed, materials furnished, or services provided

under this Agreement, or from any violation of any federal, state, or municipal law or ordinance, or MPAD Policy, by FIRM or FIRM'S officers, agents, employees, volunteers or subcontractors. FIRM shall not be obligated to indemnify or defend MPAD for claims finally determined by a court of law or arbitrator to arise from the active negligence or willful misconduct of MPAD. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of FIRM to MPAD, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by FIRM under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

With the exception that this section shall in no event be construed to require indemnification, including the duty to defend, by FIRM to a greater extent than permitted under the laws of the State of California, the parties agree that FIRM'S duty to defend MPAD is immediate and arises upon the filing of any claim against MPAD for damages which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by FIRM or FIRM'S officers, agents, employees, volunteers or subcontractors. FIRM'S duties and obligations to defend MPAD shall apply regardless of whether or not the issue of MPAD'S liability, breach of this Agreement, or other obligation or fault has been determined. FIRM shall be immediately obligated to pay for MPAD'S defense costs of the claim, including, but not limited to, court costs, attorney's fees and costs, expert FIRM and witness fees and costs, other witness fees, document reproduction costs, arbitration fees, and, if after final judgment an appeal is pursued, all of such costs for the appeal. At the conclusion of the claim, if there is any determination or finding of sole active negligence or willful misconduct on the part of the MPAD, MPAD will then reimburse FIRM for amounts paid in excess of FIRM'S proportionate share of responsibility for the damages within 30 days after FIRM provides MPAD with copies of all bills and expenses incurred in the defense of the claim(s). It is agreed between the parties that this reimbursement provision assures FIRM is not obligated to defend or indemnify MPAD in an amount greater than provided for under California law, including, without limitation, California Civil Code sections 2782, 2782.6, and 2782.8.

With the exception that this section shall in no event be construed to require indemnification by FIRM to a greater extent than permitted under the laws of the State of California, and in addition to the other indemnity obligations in this Agreement, FIRM shall indemnify, defend, and hold harmless MPAD, its Board of Directors, officials, representatives, agents employees and volunteers from and against all claims, losses, expenses, and costs including but not limited to attorneys' fees, arising out of any claim brought against MPAD by an employee, office, agent, or volunteer of FIRM, regardless of whether such claim may be covered by any applicable workers compensation insurance. FIRM'S indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for FIRM under workers' compensation acts, disability acts, or other employee benefit acts.

MPAD shall indemnify, protect, defend, and hold harmless FIRM against any and all actions described in the first paragraph of this section, which arise out of the sole negligence of MPAD'S officers, agents, employees, volunteers, or subcontractors, under the same terms and conditions of the previous paragraphs of this section.

9. Standard of Performance: FIRM shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession. All services and/or products of whatever nature that FIRM delivers to

MPAD pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing the profession of FIRM and its agents, employees, and subcontractors assigned to perform the services contemplated by this Agreement.

10. Ownership and Use of Documents and Electronic Media Deliverables: The audit documentation and/or working papers for this engagement are the property of FIRM and constitutes confidential information. The FIRM will adopt reasonable procedures to maintain the confidentiality of audit documentation. Copies of the audit documentation may be made available to MPAD or parties designated by MPAD upon formal request, at FIRM's discretion. Final deliverables are the property of MPAD.

11. Resolutions of Disputes, Forum, and Attorneys' Fees: The laws of the State of California shall govern the interpretation of and the resolution of disputes under this Agreement. Any dispute arising from this Agreement shall be adjudicated in the courts of Monterey County in the State of California. If any claim, at law or otherwise is made by either party to this Agreement, the prevailing party shall be entitled to its costs and reasonable attorneys' fees.

12. Termination: This Agreement shall continue until terminated as provided for herein. MPAD may terminate this Agreement at any time by providing written notice to FIRM. FIRM may terminate this Agreement by providing thirty (30) days written notice to MPAD. In the event MPAD shall give such notice of termination, FIRM shall immediately cease rendering services pursuant to this Agreement.

In the event MPAD shall terminate this Agreement: (a) MPAD shall have full ownership and control of all final reports which have been delivered by FIRM pursuant to this Agreement. (b) MPAD shall pay FIRM the reasonable value of services rendered by FIRM pursuant to this Agreement; provided, however, MPAD shall not in any manner be liable for lost profits which might have been made by FIRM had FIRM completed the services required by this Agreement. In this regard, FIRM shall furnish the MPAD such financial information as in the judgment of the MPAD representative is necessary to determine the reasonable value of the services rendered by FIRM.

13. Notices: All communications relating to the day to day activities of the project shall be exchanged between MPAD Executive Director or his/her designee and the FIRM's Project Manager. All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender, and delivered by facsimile with a hard copy mailed first class, postage prepaid, or when sent by a courier or express services guaranteeing overnight delivery to the receiving party, and addressed to the respective party as follows:

To MPAD:	Mark Wilson, Controller Monterey Peninsula Airport District 200 Fred Kane Dr., #200 Monterey, CA 93940
To FIRM:	Yovette L. Drake Unison Consulting Inc. 150 North Michigan Avenue, Suite 2930 Chicago, IL 60601

14. Entire Agreement: This document, including all exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement.

15. Severability: If any portion of this Agreement or its application to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16. Headings, Assignment and Waiver: The headings in this Agreement are inserted for convenience only and shall not constitute a part of it. Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party. A waiver of any part or any provision of this Agreement, or a waiver of any breach of this Agreement, must be provided in writing and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.

17. Auditing: MPAD reserves the right to periodically audit all charges made by FIRM to MPAD for services under this Agreement. Upon request, FIRM agrees to furnish MPAD, or a designated representative, with necessary information and assistance.

FIRM agrees that MPAD or its delegate will have the right to review, obtain, and copy all records pertaining to the performance of this Agreement. FIRM agrees to provide MPAD or its delegate with any relevant information requested and shall permit MPAD or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspection and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. FIRM further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

18. Integration and Modification: This Agreement represents the entire integrated agreement between FIRM and MPAD; supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties; and may be amended only by written instrument signed by FIRM and MPAD.

19. Authority: The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

IN WITNESS WHEREOF, MPAD and FIRM have executed this Agreement as of the date first above written.

MONTEREY PENINSULA
AIRPORT DISTRICT

UNISON CONSULTING, INC.

MARY ANN LEFFEL
CHAIR

YOVETTE L. DRAKE

ATTEST:

APPROVED AS TO FORM AND
CONTENT:

MICHAEL LA PIER
SECRETARY OF THE
DISTRICT

SCOTT E. HUBER
DISTRICT COUNSEL

EXHIBIT A

Financial Professional Services Proposal

Attached Below



**Enabling the
Complex Business
of Airports**



**Proposal for
Professional Services
Airport Consultant**

April 8, 2024



Chicago, Illinois
Orange County, California
St. Louis, Missouri

150 North Michigan Avenue, Suite 2930
Chicago, IL 60601
p. (312) 988-3360
f. (312) 988-3370

April 7, 2024

Mark Wilson, Controller
Finance District
Monterey Regional Airport
200 Fred Kane Dr., Suite 200
Monterey, CA 93940

Re: Proposal for Professional Services Airport Consultant

Dear Ms. Wilson,

Unison Consulting is extremely pleased that Monterey Regional Airport (MRY) finds our team qualified to serve as the Airport Feasibility Consultant. We are pleased to submit our proposal and fixed price for the requested service.

Brian Drake, Assistant Vice President in our finance practice, will serve as Deputy Project Manager to manage day-to-day communications and service delivery. Please feel free to contact him at (708) 359-4824 or briandrake@unison-ucg.com for any questions about our proposal.

Thank you for having confidence in the Unison team's ability to deliver a high quality response to your requirements. I am also available to discuss this further if needed and you can reach me at (312) 988-3360.

Sincerely,

A handwritten signature in black ink that reads 'Yovette L. Drake'.

Yovette L. Drake
President

UNISON CONSULTING, INC.



Certified Disadvantaged Business
Enterprise (DBE) by the California
Unified Certification Program.

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1 | Financial Structuring

Unison will work with the District, Bond Counsel and PFM Municipal Advisors to arrive at consensus on the Bond Transaction.

1.1 | Financial Structuring Scope

The financial structuring scope includes determining the financing approach and the best use of funds analysis. The items included in the scope are as follows:

1. Type of Debt being Issued
2. Security for the Bonds
3. Pledged Revenues, Revenues Available for Bond Debt Service, and other sources of funding:
 - i. Airport Revenues
 - ii. Passenger Facility Charges
 - iii. Customer Facility Charges
4. Other financing sources to be used in conjunction with the issuances of the Bonds, including but not limited to Bank financing and TIFIA financing.

1.2 | Financial Structuring Approach

Unison will be available to meet with the District, Bond Counsel, and PFM Municipal Advisors to discuss the financial structure (in person or virtually). Unison will be prepared to discuss the financial implications of the various structures. Unison can help to advise the District on current industry practices and standards in financial planning as well as incorporate best practices and emerging trends tailored to achieve the District's strategic financial objectives. Unison excels in translating long-term business goals into financial models and then supporting management to a successful conclusion.

Unison's professionals have assisted multiple airport clients in negotiations for a variety of financial, development, and business terms and contracts for airport expansion projects. Due to our extensive experience in participating in bond financing team meetings and deliberations, we are very familiar with the types of legal and financial documents normally prepared to support the business arrangements related to airport development. As an integral part of financing teams, Unison has drafted, reviewed, and provided input for a wide range of financial, legal, and other contractual documents. Our experience includes preparing business term sheets, draft documents for business agreements and contracts, and providing feedback and input for trust indentures and other bond financing documents. Based on our experience in this area, we will assist the District in negotiations, as needed, to support the development of financial and legal documents related to MRY's expansion plans. In performing this part of the work scope, we will use our knowledge of industry best practices, and ensure that the District's goals and objectives are addressed in the documents.

Our work experience for many airports has included the development of strategic financial plans, the development of funding plans for major capital programs; PFC program analysis, including PFC applications and amendments; rates and charges analyses; evaluation of capital project costs for FAA grant funding and TSA funding; analysis of the expenditure of bond proceeds and related cash flow models; and assisting airports in the development of financial models.

Unison will work with the District to review the current and future capital plan. Unison will gain an understanding of the District's available funding and capital program through our initial discussions and the information collection. Unison will request the project descriptions, timing and duration of projects and make some initial

determinations about which funding sources are possible and how to best optimize each for the various projects contained in the CIP.

We will develop a financial plan for the capital program that meets the goals of the District. The funding plan will be financially feasible, because we will create it based on available funds after considering the eligibility of proposed projects for AIP funds, other federal funds (BIL, VALE, etc.), PFCs, and CFCs. We will evaluate the eligibility of capital program costs for AIP funding to maximize the AIP funding, and we will accompany the District to the FAA to assist in making a request for additional funding. We will also prepare detailed assessments of the District's PFC program to determine the optimal mix of Pay-As-You-Go PFC funding and bond funding of PFC eligible costs. Our analyses will include the preparation of PFC cash flow models and the preparation of PFC applications and PFC amendment applications, including the financial projections supporting those applications.

We will be available to perform a full range of services related to Customer Facility Charge (CFC) program support, analysis, and forecasting, depending on the District's needs. Unison personnel will be available to assist the District in monitoring CFC collections, and in comparing projected CFC collections to the requirements to be paid from CFC collections. We can analyze historical rental car demand at MRY, based on historical data on monthly transaction days, monthly rental car contracts, and monthly gross revenues reported by the rental car companies for their operations at MRY. Our analysis will include the evaluation of seasonal trends in monthly transaction days, contract duration (calculated as the monthly transaction days divided by monthly contracts), and the changes in the average daily rental rate (calculated as the monthly gross revenues divided by monthly transaction days). Based on the analysis of historical rental car demand, we can develop forecasts of future rental car transaction days. Our preferred approach to demand forecasting is multivariate regression analysis, where rental car demand is expressed as a function of certain explanatory variables. Potential explanatory variables include enplanements, the average daily rental rate, the average contract duration, and personal income trends. The forecast of future transaction days will form the basis of the projection of CFC collections.

By comparing the projected annual financial requirements with the projected annual CFC collections, we will be able to determine if CFC collections are anticipated to be sufficient to cover the financial requirements to be paid from CFC collections.

In the final stage of the CIP funding analysis, Unison will prepare a cash flow analysis to ensure that the projected funding and timing maintains an adequate annual cash balance for each funding source.

Based on the results of this analysis, Unison will make recommendations to the District to optimize the capital funding plan and ensure the capital funding plan is compliant with the FAA's guidelines.

2 | The Report of Airport Consultant

In connection with the issuance of bonds, Unison will prepare the Report of Airport Consultant to be included in the District's Bond Offering's Preliminary Statement and/or support for TIFIA Financing or Certificates of Participation (COPs).

2.1 | Report of Airport Consultant Report Scope

The Report of Airport Consultant will include, but not limited to the following scope of work:

1. Role of the MRY Airport
 - a. Regional Role
2. Economic Base for Air Traffic at MRY Airport

- a. Base for Air Traffic
 - b. Socioeconomic Trends
 - c. Labor Market Trends
 - d. Regional Economic Profile
 - e. Regional Tourism and Visitors
 - f. Economic Outlook
3. Air Service and Air Traffic Analysis for MRY Airport
 - a. Air Service at MRY
 - b. Air Traffic Activity and Trends
 - c. Key Factors Affecting Air Traffic Demand
 - d. Air Traffic Activity Projections
 - e. Pessimistic Enplaned Passenger Sensitivity Projections
4. MRY Airport Facilities and Capital Improvement Program
 - a. Existing Airport Facilities
 - b. Airport Planning and Capital Improvement Program
 - c. Capital Improvement Program Elements
 - d. CIP Plan of Finance
 - Federal, State and Other Grants
 - Passenger Facility Charge Revenues
 - Customer Facility Charge Revenues
 - Airport Funds
 - Bond Proceeds
 - e. Financial Impacts
5. Financial Framework and Analysis
 - a. Airport Governing Body
 - b. Management Structure
 - c. Financial Structure
 - Accounting Structure
 - Bond Ordinances
 - Airline Agreements
 - Other Agreements
 - Federal Relief Grant Assistance
 - d. The Series Twenty-xxx Bonds
 - e. O&M Expenses
 - f. Non-Airline Revenue
 - Ground Transportation
 - Terminal Concessions
 - Other Aviation
 - Non-Aviation
 - g. Airline Revenues
 - Landing Fees
 - Terminal Rentals
 - Other Airline Revenues
 - Airline Cost per Enplaned Passenger (“CPE”)
 - h. Net Cash Flow and Debt Service Coverage

i. Financial Analysis of Pessimistic Sensitivity Scenario

2.2 | Report of Airport Consultant Approach

Prior to the start of the engagement, Unison will request a meeting with the District (in-person or virtual). The goal of the meeting is for Unison to learn and understand the District’s goals for the Replacement Terminal project and any other capital projects that the District plans to complete. Each client and engagement are different, but below is our standard approach.

1. Collect, Organize, and Analyze Historical Financial Data

Unison will collect historical financial data from the District and review the District’s financial structure and operations—including operating revenues, non-operating revenues, operation and maintenance (O&M) expenses, annual debt service requirements, and other financial obligations. The review will include an analysis of O&M expenses and revenues by cost/revenue center. We will present the results of our analysis by revenue and expense categories.

2. Identify Funding Sources for the Capital Program

Based on the capital program information received from the District, Unison will summarize the estimated capital costs by project and fiscal year. For each proposed capital project, we will identify potential funding sources, based on the nature, eligibility criteria, and estimated timing of each project. The potential funding sources will include Airport Improvement Program (AIP) grants and other Federal funding; long-term debt (TIFIA loans or GARBs); PFCs; CFCs; District funds; and other funding sources for specific projects.

3. Evaluate the Air Service Area and its Economic Base

Unison will conduct an analysis of the economic base for air transportation in the Monterey area. The strength of the Airport’s air service area is a key factor in evaluating future air traffic activity at MRY. We will collect information from various sources and evaluate the local economy and examine how the economic condition of the local area affects the demand for air service at MRY.

4. Prepare Air Traffic Forecasts

We will obtain historical traffic data from the District and data on relevant explanatory variables from reliable sources, such as the FAA and reputable economic data services. We propose to develop forecasts using a hybrid modeling framework that: (1) integrates air service capacity and market demand considerations; and (2) applies econometric modeling techniques for establishing long-term relationships between the demand for air travel and relevant market factors. We have developed and applied this hybrid modeling framework to respond to changes in the aviation industry. In the current environment, air service supply considerations have become important in determining air traffic activity particularly in the short run. In the long run, we believe that market demand factors remain important drivers of long-term growth in aviation activity. Therefore, it is important to use a forecast methodology that integrates supply and demand considerations in a unified and systematic framework. Our approach is scientific—it reduces subjective inputs and, by design, minimizes forecast errors. Because the resulting forecasts are linked systematically to relevant variables, we can explain the specific assumptions and trends that drive the results. We can also systematically perform sensitivity analyses of the forecasts to consider different scenarios and assumptions with respect to the future trends of explanatory variables.

5. Develop Financial Model and Perform Financial Analysis

Unison will develop a financial model to simulate the District's financial operations. The financial model will be used to establish the annual capital and financial requirements, and to project annual O&M expenses. We will also use the model to perform sensitivity analyses, to assess the impact of changes in enplanement activity on projected revenues, and the resulting effect on key financial factors such as debt service coverage and the District's cash flow. The model will also be used to evaluate possible changes in airline activity levels (passengers and aircraft operations), interest rates, the level of capital expenditures and debt financing, and the impact of changing these factors on the District's PFC collections, discretionary cash flow, airline cost per enplanement (CPE), and the District's ability to finance its Airport Capital Program. The financial model will be used to assess the District's ability to generate sufficient revenues to meet existing and future financial obligations. The financial analysis will include:

- Estimates of airport revenues
- O&M expense projections
- Annual debt service requirements for outstanding and proposed bond issues
- Reserve fund requirements
- CPE
- Cash flow
- Debt service coverage
- Other bond covenants

The forecasts of revenues and expenses will reflect the anticipated effect of the planned capital improvement projects and the bond issues.

6. Prepare Draft Report(s) and Final Report

Unison will prepare one or more draft report(s) for review by the District and other members of the financing team. We will revise the report as necessary, based on comments received from the financing team. The drafting process will culminate with the preparation of a final report to be included in the Official Statement for the bond financing.

7. Participate in Team Meetings, Document Preparation, and Presentations

Unison will participate in the team meetings and in the preparation of the bond documents. We will be available to review and comment on drafts of the bond Preliminary Official Statement and Official Statement; any supplemental trust indentures required for the bond financings; and any other documents related to the bond financings. We will also be available to participate in the presentations to rating agencies and other interested parties.

2 | Not to Exceed Fixed Fee Proposal

The “Not-to-exceed” amount can be paid from bond proceeds when the bond sale is completed. Therefore, Unison will not submit monthly invoices to the District. Unison will submit our invoice to the trustee and the Airport for payment once the bond sale is complete.

The “Not-to-exceed” fee would apply to a traditional airport bond sale and alternative financial transactions, including but not limited to TIFIA loans and/or COPs.

Task	Officers/ Principals (\$290/hr)	Directors (\$245/hr)	Senior Consultants (\$225/hr)	Support (\$100/hr)	Total Hours	Total Budget
Phase 1: Financial Structuring						
1. Project kick-off meeting	4	4			8	\$2,140
2. Meetings with District, Bond Counsel, and PFM for Bond decisions	8	8			16	\$4,280
3. Collect, organize, and analyze available information	4	12			16	\$4,100
4. Cash flow analysis (Airport Revenues, PFCs, CFCs)	8	24	20		52	\$12,700
5. Capital Program analysis	8	40			48	\$12,120
Subtotal - Phase 1	32	88	20	0	140	\$35,340
Phase 2: The Report of the Airport Consultant						
1. Project kick-off meeting	4	4			8	\$2,140
2. Collect, organize, and analyze available information	2	4			6	\$1,560
3. Identify funding sources for the Capital Program	4	8			12	\$3,120
4. Evaluate the air service area and economic base	12	12	40		64	\$15,420
5. Prepare air traffic forecasts	36		80		116	\$28,440
6. Develop financial model and perform financial analysis	24	68			92	\$23,620
7. Prepare draft report(s) and final report	40	56	36	12	144	\$34,620
8. Team meetings, document preparations, presentations	12	12			24	\$6,420
9 Other tasks as assigned	32	42	42	12	128	\$30,220
Subtotal - Phase 2	166	206	198	24	594	\$145,560
Total labor	198	294	218	24	734	\$180,900
Travel and miscellaneous expenses (1)						\$4,000
"Not-to-exceed" Budget						\$184,900

(1) Travel and miscellaneous expenses to be billed at cost. Miscellaneous costs include Federal Express charges, data purchases, photocopying charges, and other minor expenses.



HEADQUARTERS

150 N. Michigan Avenue
Suite 2930
Chicago, Illinois 60601
(312) 988-3360

Orange County (CA)
23461 South Pointe Drive
Suite 185
Laguna Hills, CA 92653-152



www.unison-ucg.com

EXHIBIT B

Insurance Requirements for Professional Services

FIRM shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the FIRM, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if FIRM has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. ***(Not required if FIRM provides written verification it has no employees)***
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the FIRM's profession, with limit no less than **\$1,000,000** per occurrence or claim, \$1,000,000 aggregate. (If Claims-made, see below.)

If the FIRM maintains higher limits than the minimums shown above, MPAD requires and shall be entitled to coverage for the higher limits maintained by the FIRM. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to MPAD.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Monterey Peninsula Airport District, its Board of Directors, officers, representatives, agents, employees and volunteers are to be covered as **additional insureds** on the CGL policy and AL policy with respect to liability arising out of work or operations performed by or on behalf of the FIRM including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the FIRM's insurance (**at least as broad as** ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **FIRM's insurance coverage shall be primary** insurance as respects the Monterey Peninsula Airport District, its Board of Directors, officers, representatives, agents, employees and volunteers. Any insurance or self-insurance maintained by MPAD, its Board of Directors, officers, representatives, agents, employees and volunteers shall be excess of the FIRM's insurance and shall not contribute with it. The Monterey Peninsula Airport District does not accept primary endorsements limiting the FIRM's insurance coverage to sole negligence.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Monterey Peninsula Airport District.**

Waiver of Subrogation

FIRM hereby grants to MPAD a waiver of any right to subrogation which any insurer of said FIRM may acquire against the MPAD by virtue of the payment of any loss under such insurance. FIRM agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not MPAD has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Monterey Peninsula Airport District. MPAD may require FIRM to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted to do business in the State of California; if not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A+:X.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

Verification of Coverage

FIRM shall furnish MPAD with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by MPAD before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the FIRM's obligation to provide them. MPAD reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time, for any reason or no reason.

FIRM shall, prior to the commencement of work under this Agreement, provide MPAD with a copy of its Declarations Page and Endorsement Page for each of the required policies.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

Monterey Peninsula Airport District
Attn: Executive Director
200 Fred Kane Dr., #200
Monterey, CA 93940

MPAD Phone: 831-648-7000

Maintenance of Insurance

If at any time during the life of the Contract or any extension, FIRM fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for MPAD to terminate this Contract.

Subcontractors

FIRM shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and FIRM shall ensure that MPAD is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

MPAD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

AGENDA ITEM: G-4
DATE: May 15, 2024

DATE: May 15, 2024
TO: Mike LaPier, Executive Director
FROM: Whitney Robare, Deputy Executive Director,
SUBJ: GateKeeper Taxi Management System Agreement Extension and Authorizing the Executive Director to Execute

BACKGROUND. In 2020 the Airport, while continuing to use the beacon-based technology for production operation, participated in testing of GateKeeper's new hardware technology solution utilizing On-Board Diagnostic (OBD) devices and geofence technology to identify and track vehicles, with the same backend software solutions used in previous years.

In 2022 the existing front-end Beacon technology was completely replaced with the new OBD device and geofence technology for vehicle detection. GateKeeper assumed the cost for the initial purchase of the OBD devices. The Airport is responsible for future purchases of additional OBD devices.

The cost of hosting and support of these devices has not increased this year and will remain fixed at \$36,050 the next fiscal year. The agreement has been extended year by year for several years.

SOURCE OF FUNDS. These operating services were programmed in the adopted District FY2024 Budget and will continue to be billed at the same rate in the FY2025 Budget.

IMPACT ON REVENUES. Taxi revenues are made possible due to this GateKeeper Agreement. This system allows us to bill for trip fees.

SCHEDULE. The new agreement would be effective August 1st 2024 through July 31st 2025.

IMPACT ON OPERATIONS. None.

RECOMMENDATION. Approve the Executive Director to exercise a contract extension for GateKeeper Taxi Management System Agreement.

ATTACHMENT:

GateKeeper Taxi Management System Agreement Extension Quote

Quote

Estimate Name: Hosting and Support Estimate (2024-2025)
Estimate Date: April 16th, 2024
Project Name: Ground Transportation Management System
Customer: Monterey Regional Airport (the "Airport")

The current Ground Transportation Management system in operation at Monterey Regional Airport (the "Airport"), consists of the "backend" software system (CVM), and a front-end technology used to detect vehicles operating at the airport. The system is used to manage, identify, track and charge taxicabs serving the airport. A contract and maintenance agreement for the system is currently in effect.

In both 2022 and 2023, additional one-year extensions were added to the contract and maintenance agreement.

This quote is for an additional one-year extension to the contract.

Work Scope/Description

GateKeeper will provide the following products and services:

1. Support and maintenance of the GateKeeper CVM product
 - a. Includes 24/7 support of the system.
 - b. An annual upgrade of the GateKeeper CVM software.
2. Hosting and hosting support services for the GTMS system.
3. Monthly charges (per device) for cell and GPS messaging services.

Assumptions

1. GateKeeper assumed the costs for the initial purchase of OBD II devices. The Airport will need to budget for future purchases of these devices, for budgetary purposes the Airport should consider replacing these devices in 2025/2026.

Pricing Information

Pricing for the extension year is August 1st, 2024, through July 31st, 2025.

Annual Cost	\$36,050
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Comments:

This quote is good for a period of 60 days from the date of quote.

Approvals:

Monterey Regional Airport

GateKeeper Systems, Inc.

By: _____

By: _____
Brian Richardson

Title: _____

Title: President

Date: _____

Date: 4/16/24

TO: Monterey Peninsula Airport District Board of Directors
FROM: Michael La Pier, Executive Director
SUBJ: Resolution No. 1874, A Resolution Authorizing a Professional Services Agreement with Tartaglia Engineering to Prepare Design and Bid Specifications for Runway 28L 10R Improvement Project

BACKGROUND. June 21, 2024 Resolution No. 1848 Approving the FY24 Capital Improvement Budget and July 20, 2022 Resolution No. 1827 Approving the 2022-2028 Airport Capital Improvement Plan (ACIP), which both included the Runway 28L-10R Improvement Project were adopted.

Airport Staff solicited for Statements of Qualifications (SOQs) from qualified firms interested in providing on-call professional Consulting Services of one or more qualified firms and/or individuals for a three-year period. Services were divided into two different disciplines: 1) Engineering Services, and 2) Environmental Natural-Cultural Resources. Respondents were invited to respond to either, or a combination of disciplines.

Tartaglia Engineering was determined to be the most suited Engineering Firm to prepare the Bid Specifications for this Project.

FAA has indicated a willingness to provide an Airport Improvement Program Grant in this Fiscal Year based on bids. The Airport has routinely accomplished the design for construction projects ahead of receipt of an actual construction grant. When the construction grants are offered to the District, the funding includes reimbursement, as project formulation costs, for the design services. The FAA refers to this system as “based on bids.” The Airport, of necessity, must get each construction project designed at its own cost initially, procure a construction cost, and present the procurement process results to the FAA for funding.

SCOPE OF WORK. A set of construction contract documents will be prepared for the Rehabilitation of Runway 10R-28L focused on restoration and preservation of the surface of Runway 10R-28L.

Elements of construction work is anticipated to occur in two distinct phases and will include:

Phase 1:

- Mill existing surface in two “keel” sections along the centerline of the runway. The Runway 10R keel section repair is 1700 feet in length and 25 feet wide. The Runway 28L keel section repair is 2400 feet long by 25 feet wide with a goal to remove enough of the failing section to assure a solid bond for the new pavement.
- The removed areas will be paved back in a single hot-mix asphalt paving effort.
- At the appropriate time, after pavement cure, the surface of these two repaved areas will be grooved, to be consistent with the balance of the runway surface.

Phase 2:

- The project includes a quantity of crack fill and seal as needed to address cracks throughout the runway.
- A small portion of pavement markings on the runway will be obliterated to 50% (runway centerline and taxiway lead-in lines).
- An emulsified asphalt seal coat will be applied to the runway surface, with shielding of all remaining pavement markings to prohibit application of this seal coat on the marked surface.
- After cure, all removed markings (runway centerline and taxiway lead-in lines) will be reestablished in a two-coat pavement marking process.
- Markings that remain, and were not coated, will receive a single coat of marking paint.

The scope of the proposed contract is limited to the design and bidding process in a not-to-exceed cost of \$139,036.00.

IMPACT ON BUDGET. The source of funding to commence design is the General Fund. There will be an initial cost impact to District General Fund revenues until a grant based on bid in-hand is received.

SOURCE OF FUNDS. Subsequent to the conclusion of the bidding process for construction, it is anticipated that the District will receive a grant offer from the FAA. The FAA AIP grant application will provide a FAA 90.66% share of the estimated funding costs (Airport Improvement Program) and a 9.34% District share (Passenger Facility Charges).

IMPACT ON OPERATIONS. There will be no impacts on Airport operations occasioned by the design process.

SCHEDULE. The total length of time to complete design and solicitation is not to exceed 45 Calendar days.

RECOMMENDATION. Adopt Resolution No. 1874, A Resolution Authorizing a Professional Services Agreement with Tartaglia Engineering to Prepare Design and Bid Specifications for Runway 28L-10R Improvement Project.

ATTACHMENTS.

Resolution No. 1874
Tartaglia Engineering Contract and Scope of Work

RESOLUTION NO. 1874

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH TARTAGLIA ENGINEERING TO PREPARE DESIGN AND BID SPECIFICATIONS FOR RUNWAY 28L-10R IMPROVEMENT PROJECT

WHEREAS, the Monterey Peninsula Airport District (MPAD) has previously submitted an Airport Capital Improvement Program (ACIP) for FY 2022- 2028; and

WHEREAS, Resolution No. 1848 Approving the FY24 Capital Improvement Budget was adopted on June 21, 2024 and contained project 2023-02 Runway 28L-10R Treatment; and

WHEREAS, representatives of the Federal Aviation Administration (FAA) have indicated a willingness to fund the Runway Improvements Project, based on actual bids in Federal Fiscal Year 2024; and

WHEREAS, procurement costs are anticipated to be received no later than July 15, 2024 and subsequent grant applications will be submitted soon thereafter to the FAA; and

WHEREAS in order to provide such documentation to the FAA, bid documents and preliminary engineering must occur;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: That MPAD contract with the firm of Tartaglia Engineering to prepare design and bid specifications for the Runway 10R-28L Improvement Project, in an amount not-to-exceed \$139,036.00.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 15th day of May 2024, by the following roll call vote:

AYES:	DIRECTORS:
NOES:	DIRECTORS:
ABSTAIN:	DIRECTORS:
ABSENT:	DIRECTORS:

Signed this 15th day of May 2024

Mary Ann Leffel, Board Chair

ATTEST

Michael La Pier, AAE
District Secretary

MONTEREY REGIONAL AIRPORT

A Professional Services Agreement with Tartaglia Engineering to Prepare Design and Bid Specifications for Runway 28L-10R Improvement Project

This Agreement for Professional Services (“Agreement”) is made and entered into effective this 15th day of May 2024 by and between the Monterey Peninsula Airport District, a California Special District (“District”), and Tartaglia Engineering (“Consultant”).

WHEREAS, Consultant represents that Consultant is specially trained, experienced, and competent to perform the professional services required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as are hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, Consultant and District agree as follows:

1. Scope of Service.

The project contemplated and the Consultant’s services are described with detailed fee breakdown in Exhibits “A”, attached hereto and incorporated herein by reference.

2. Completion Schedule.

Consultant shall provide an individual schedule for completing the consulting services described in Exhibits “A”, subsequent to receipt of a Notice-To-Proceed (NTP) (refer to Paragraph 22). The time for completion of this project is exclusive of governmental reviews, approvals, and/or delays.

3. Compensation.

District hereby agrees to pay Consultant for services rendered to District pursuant to this Agreement in an amount not-to-exceed the amount indicated in the payment schedule, and in the manner indicated and in accordance with, Exhibits “A”, Scope of Services.

The consultant shall be paid for authorized and satisfactorily completed services on a time and materials fee basis with a total not-to-exceed fee as identified below.

Northside General Aviation Apron – Exhibit A	
Preliminary Phase	\$ 28,020.00
Design Phase	\$ 95,523.00
Solicitation Phase	\$ 15,493.00
<u>Total Northside Apron</u>	<u>\$ 139,036.00</u>

The scope of the proposed contract is limited to the design and bidding process in a not-to-exceed cost of \$139,036.00.

4. Billing.

Consultant shall submit to District an itemized invoice, prepared in a form satisfactory to District, describing Consultant’s services and fees for the period covered by the invoice. Except as specifically authorized by District, Consultant shall not bill District for duplicate services

performed by more than one person. Consultant's bills shall include the following information to which such services or costs pertain:

- (a) a brief description of services performed;
- (b) the date the services were performed;
- (c) the percentage of work completed in each category of work;
- (d) total invoice costs;
- (e) remaining budget balance; and
- (f) Consultant's signature.

In no event shall Consultant submit any billing for an amount in excess of the maximum amount of compensation provided in Section 3, unless authorized pursuant to Section 5 hereof.

All such invoices shall be in full accord with any and all applicable provisions of this Agreement.

District shall make payment on each such invoice within forty-five (45) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, District shall not be obligated to process any payment to Consultant until forty-five (45) days after a correct and complying invoice has been submitted by Consultant.

5. Additional Services.

It is understood by District and Consultant that it may be necessary, in connection with the project, for Consultant to perform or secure the performance of consulting and related services other than those set forth in Exhibits "A". The parties have listed those additional consulting services which could be anticipated at the time of the execution of the Agreement as shown in Exhibits "A". If additional services are requested by District, Consultant shall advise District in writing of the cost of and estimated time to perform the services. Consultant shall not proceed to perform any such additional service until District has determined that such service is beyond the scope of the basic services to be provided by Consultant, is required, and has given District's written authorization to perform. Written approval for performance and compensation for additional services may be granted by the District's Executive Director.

Except as hereinabove stated, any additional service not shown on Exhibit "C" shall require an amendment to this Agreement and shall be subject to all of the provisions of this Agreement.

6. Additional Copies.

If District requires additional copies of reports, or any other material which Consultant is required to furnish in limited quantities as part of the services under this Agreement, Consultant shall provide such additional copies as are requested, and District shall compensate Consultant on a time and materials basis.

7. Responsibility of Consultant.

(a) By executing this Agreement, Consultant agrees that Consultant is apprised of the scope of work to be performed under this Agreement and Consultant agrees that said work can and shall be performed in a fully competent manner. By executing this Agreement, Consultant further agrees and warrants to District that Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide District the services contemplated under this Agreement and that District relies upon the professional skills of Consultant to do and perform Consultant's work.

Consultant further agrees and warrants that Consultant shall follow the current, generally accepted practices of the profession to make findings, render opinions, prepare factual presentations and provide professional advice and recommendations regarding the project for which the services are rendered under this Agreement.

(b) Consultant shall assign a single project director to have overall responsibility for the execution of this Agreement for Consultant. Sherman Low is hereby designated as the Principal-In-Charge for Consultant. Any changes in the Principal-In-Charge designee shall be subject to the prior written acceptance and approval of District's Senior Project Manager, Planning & Environmental.

8. Responsibility of District.

To the extent appropriate to the project contemplated by this Agreement, District shall:

(a) Assist Consultant by placing at Consultant's disposal all available information pertinent to the project, including but not limited to, previous reports and any other data relative to the project. Nothing contained herein shall obligate District to incur any expense in connection with field labor, tasks, materials, signage, and equipment, and completion of studies or acquisition of information not otherwise in the possession of District.

(b) Make provision for Consultant to enter upon public and private property as required by Consultant to perform Consultant's services.

(c) Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.

(d) Chris Morello, Deputy Executive Director, shall act as District's representative with respect to the work to be performed under this Agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret and define District's policies and decisions with respect to the materials, equipment, elements and systems pertinent to Consultant's services. District may unilaterally change its representative upon notice to Consultant.

(e) Give prompt written notice to Consultant whenever District observes or otherwise becomes aware of any defect in the project.

(f) Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

9. Acceptance of Work Not a Release.

Acceptance by District of the work performed under this Agreement does not operate as a release of Consultant from professional responsibility for the work performed.

10. Indemnification and Hold Harmless.

Consultant shall indemnify, defend and hold District and its officers, employees, agents and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or any violation of any federal, state, or municipal law or ordinance, or other cause

in connection with the negligent or intentional acts or omission of Consultant, Consultant's employees, subcontractors, or agents, or on account of the performance or character of the work, except for any such claim arising out of the sole negligence or willful misconduct of District, its officers, employees, agents, or representatives. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Consultant shall reimburse District for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by District in enforcing the provisions of this section.

11. Insurance.

(a) Consultant, and any subconsultants, shall, throughout the duration of this Agreement, maintain comprehensive general liability and property insurance covering all operations of Consultant, Consultant's agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

(b) Consultant shall maintain the following limits:

General Liability

Combined Single Limit Per Occurrence..... \$1 million
General Aggregate..... \$1.5 million
(The policy shall cover on an occurrence or an accident basis, and not on a claims made basis.)

Automobile Liability:

Combined Single Limit Per Occurrence..... \$1 million
(The policy shall cover on an occurrence or an accident basis, and not on a claims made basis.)

Workers Compensation..... *Full Liability Coverage*

Professional Errors and Omissions..... \$1 million (no more than \$25,000 deductible)
Consultant shall not disclaim responsibility or avoid liability for the acts or omissions of Consultant's subcontractors or other professional consultants. The retroactive date of the policy must be shown and must be before the date of the Agreement.)

(c) With the exception of workers compensation and professional errors and omissions insurance, each insurance policy affording coverage to Consultant shall name District, its officers, employees, agents, and representatives as additional insureds and shall stipulate that the policy will operate as primary insurance for the work performed and that no other insurance maintained by District, its officers, employees, agents, or representatives will be called upon to contribute to a loss covered thereunder. The policy shall contain no special limitations on the scope of protections afforded to District, its officers, employees, agents, or representatives.

(d) All insurance companies affording coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner to transact the business of insurance in the State of California.

(e) All insurance companies affording coverage shall provide not less than thirty days written notice by certified or registered mail to District should any policy be cancelled or reduced in coverage before the expiration date. For the purposes of this notice requirement, any material change prior to expiration shall be considered cancellation. A statement on the insurance certificate to the effect that the insurance company will endeavor to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" does not satisfy the requirements of this subsection. Consultant shall ensure that the above-quoted language is stricken from the certificate by the authorized representative of the insurance company.

(f) Consultant, and any subconsultants, shall provide evidence of compliance with the insurance requirements listed above by providing certificates of insurance, in a form satisfactory to District's Risk Manager, concurrently with the submittal of this Agreement. Each insurance certificate shall also state the unpaid limits of the policy.

(g) Consultant, and any subconsultants, shall provide a substitute certificate of insurance no later than thirty days prior to the expiration date of any required policy. Failure by Consultant and/or subconsultants to provide such a substitution and extend the policy expiration date shall be considered a default by Consultant.

(h) Maintenance of insurance by Consultant as specified in this Agreement shall in no way be interpreted as relieving Consultant of any responsibility whatsoever and Consultant may carry, at Consultant's own expense, such additional insurance as Consultant may deem necessary or desirable.

12. Access to Records.

Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to the work performed for District under this Agreement on file for at least three years following the date of final payment to Consultant by District. Any representative of District shall be provided with access to such records for the purpose of inspection, audit, and copying at all reasonable times during Consultant's usual and customary business hours. Consultant shall provide proper facilities for such access and inspection.

13. Assignment.

It is recognized by the parties hereto that a substantial inducement to District for entering into this Agreement was, and is, the professional reputation and competence of Consultant. This Agreement is personal to Consultant and shall not be assigned by Consultant without express written approval of District.

14. Changes to Scope of Work.

District may at any time and, upon a minimum of ten days written notice, seek to modify the scope of basic services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify District in writing. The rate of compensation shall be based upon the hourly rates shown in Exhibit "C" of this Agreement. Upon agreement between District and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by District and Consultant shall constitute notice to Consultant to proceed with the changed scope.

15. Compliance with Laws, Rules, and Regulations.

Services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and District laws and any rules or regulations promulgated thereunder.

16. Licenses.

If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, Consultant's employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

17. Exhibits Incorporated.

All exhibits referred to in this Agreement are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Agreement and of any of the terms of any exhibit to this Agreement, the terms of this Agreement shall control the respective duties and liabilities of the parties hereto.

18. Independent Contractor.

It is expressly understood and agreed that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of District. Consultant shall refrain from representing, at any time or in any manner, that Consultant is an employee or agent of District.

19. Integration and Amendment.

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or affect with respect to any matters contained herein. This Agreement may not be modified or altered except by amendment in writing signed by all parties hereto.

20. Jurisdiction.

This Agreement shall be administered and interpreted under the laws of the State of California. Venue for any litigation arising from this Agreement shall be in the State of California in the County of Monterey.

21. Severability.

If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void in so far as it is in conflict with said laws, but the remainder of this Agreement shall continue to be in full force and effect.

22. Notice to Proceed; Progress; Completion.

Upon execution of this Agreement by all parties, District shall give Consultant written notice to proceed with the work. Such notice may authorize Consultant to render all of the

services contemplated herein as identified in each portion of said phase, as identified in Exhibits "A". District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the work authorized and complete it within the agreed time period specified in said notice.

23. Ownership of Documents.

Title to all documents, drawings, specifications, data, reports, summaries, correspondence, photographs, computer software, video and audio tapes, and any other materials with respect to the work performed under this Agreement shall vest with District at such time as District has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which such materials were prepared

24. Subcontractors.

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the work to be performed under this Agreement. Consultant shall be responsible to District for the actions of persons and firms performing subcontract work. The subcontracting of work by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this Agreement.

25. Termination.

(a) District may, for any reason whatsoever, upon written notice to Consultant, terminate this Agreement. Upon termination Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of termination based upon hourly rates shown in Exhibit "C," except that in the event of termination by District for Consultant's default, District shall deduct from the amount due Consultant the total amount of additional expenses incurred by District as a result of such default. Such deduction from amounts due Consultant is made to compensate District for its actual additional cost incurred in securing satisfactory performance of the terms of this Agreement, including but not limited to, costs of engaging other consultants for such purposes. In the event that such additional expenses exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay District the full amount of such expense.

(b) In the event that this Agreement is terminated by District for any reason, Consultant shall:

(1) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by District; and

(2) Deliver to District all documents, data, reports, summaries, correspondence, photographs, computer software, video and audio tapes, and any other materials provided to Consultant or prepared by or for Consultant or District in connection with this Agreement. Such material shall be delivered to District whether in completed form or in process; however, notwithstanding the provisions of Section 23 above, District may condition payment for services rendered to the date of termination upon Consultant's delivery to District of such material.

(c) In the event that this Agreement is terminated by District for any reason, District is hereby expressly permitted to assume this project and complete it by any means, including but not limited to, an agreement with another party.

(d) The rights and remedies of District and Consultant provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

26. Audit and Examination of Accounts.

(a) Consultant shall keep and will cause any assignee or subcontractor under this Agreement to keep, accurate books of record in account, in accordance with sound accounting principles, which records pertain to services to be performed under this Agreement.

(b) Any audit conducted of books and records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.

(c) Consultant hereby agrees to disclose and make available any and all information, reports, or books of records or accounts pertaining to this Agreement to District and any government entity (including, but not limited to, the County of Monterey, the State of California and the federal government) which provides support funding for this project.

(d) All records provided for in this section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than three years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals, or claims shall be maintained and made available for a period of not less than three years after final resolution of such disputes, litigation, appeals, or claims.

(e) Consultant hereby agrees to include the requirements of subsections (a) through (d) above in any and all contracts with assignees or consultants under this Agreement.

27. Notices.

(a) Written notices to District hereunder shall, until further notice by District, be addressed to:

Chris Morello, Deputy Executive Director, Planning/Marketing
Monterey Regional Airport
200 Fred Kane Dr., Suite 200
Monterey, CA 93940

(b) Written notices to Consultant shall, until further notice by Consultant, be addressed to:

John Smith, P.E.
Tartaglia Engineering
7360 El Camino Real, Suite # E
Atascadero, California 93422

(c) The execution of any such notices by the District shall be effective as to Consultant as if it were by resolution or order of District's Board of Directors.

(d) All such notices shall either be delivered personally, or shall be deposited in the United States mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

28. Nondiscrimination.

During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age or disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age or disability.

29. Conflict of Interest.

Consultant warrants and declares that Consultant presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law. Consultant further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be retained or employed. In the event that any conflict of interest should nevertheless hereafter arise, Consultant shall promptly notify District of the existence of such conflict of interest so that District may determine whether to terminate this Agreement.

30. Headings.

The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

31. Multiple Copies of Agreement.

Multiple copies of this Agreement may be executed but the parties agree that the copy on file in the office of the District is the version that shall take precedence should any differences exist among counterparts of the documents.

32. FAA Requirements.

Contractor agrees to observe the provisions of the Standard Requirements attached hereto as Exhibit "D" and made a part hereof.

33. Completion Schedule for Performance of Scope of Services.

Time shall be of the essence on the Agreement and on each and every covenant and condition hereof. Consultant shall be responsible for all expenses for the selection and employment of such staff as will enable Consultant to perform its services diligently and skillfully in order to complete the stated services in an expeditious manner and in accordance.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement on the date first above written.

MONTEREY PENINSULA AIRPORT DISTRICT:

CONSULTANT:

Michael La Pier, AAE
Executive Director

John Smith, PE
Principal
Tartaglia Engineering

APPROVED AS TO FORM:

Scott Huber,
District Counsel

Attachments:

- Exhibit A - Scope of Services, consisting of seven [7] pages.
- Exhibit B – Additional Services, consisting of one [1] page
- Exhibit C – Hourly Rates of Compensation, consisting of one [1] page
- Exhibit D – FAA Requirements, consisting of one [1] page.

EXHIBIT A SCOPE OF THE PROJECT

The Rehabilitation of Runway 10R-28L is focused on restoration and preservation of the surface of Runway 10R-28L, Monterey Regional Airport.

Elements of construction include:

- Mill existing surface in two “keel” sections along the centerline of the runway. The Runway 10R keel section repair is 1700 feet in length and 25 feet wide. The Runway 28L keel section repair is 2400 feet long by 25 feet wide.
- Depth of the milled section will be based in part on the documented thickness of the existing surface course. The goal is to remove as much material as necessary to remove the raveled surface without compromising the remaining thickness of the top lift. If further depth of removal is necessary, then the goal should be to remove 100% of the top lift in these repair areas, and just a very thin section of the top of the second lift, to assure a solid bond for the new pavement.
- The removed areas will be paved back in a single hot-mix asphalt paving effort.
- At the appropriate time, after pavement cure the surface of these two repaved areas will be grooved, to be consistent with the balance of the runway surface.
- The project includes a quantity of crack fill and seal as needed to address cracks throughout the runway.
- A small portion of pavement markings on the runway will be obliterated to 50% (runway centerline and taxiway lead-in lines).
- An emulsified asphalt seal coat will be applied to the runway surface, with shielding of all remaining pavement markings to prohibit application of this seal coat on the marked surface.
- After cure, all removed markings (runway centerline and taxiway lead-in lines) will be reestablished in a two-coat pavement marking process.
- Markings that remain, and were not coated, will receive a single coat of marking paint.

The work is anticipated to occur in two distinct phases:

Phase 1:

- Mill asphalt and pave back.
- Runway grooving.
- Crack fill and seal.
- Single coat of markings within the new pavement area.

Phase 2:

- Obliterate markings designated to receive seal coat to 50%.
- Apply emulsified asphalt seal coat.
- Apply markings throughout the runway.

The probable cost of construction is \$2,303,000.

SCOPE OF SERVICES: Preliminary Engineering, Design & Bidding Phases

Services to be provided by Tartaglia Engineering may include, but not necessarily be limited to, the following:

Preliminary Engineering Phase

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase.
- B. Attend and provide active participation at a Project Kick-off meeting.
 - Establish goals and objectives for the work.
 - Identify all deliverables.
 - Establish timeline for project milestones.
 - Gain an understanding of District bidding procedures.
 - Identify the need, if any, for construction permits.
 - Identify all environmental constraints and issues.
 - Establish construction constraints relative to circulation patterns.
 - Establish calendar, daily, and weekly work-window constraints.
 - Provide minutes from the kick-off meeting.
- C. Inventory of existing facilities and conditions, including a review of all District-provided files, reports, and plans. Become familiar and gain a working knowledge of existing facilities and design constraints.
- D. Perform a field topographic survey of the mill and fill pavement repair areas, to create a design surface for contractor use in paving the keel areas (topographic survey may not be complete at the time of bid, but will be complete well in advance of construction) Using existing datum, establish local project survey control, and generate a topographic survey that identifies slope and grade within and surrounding the keel pavement repair areas.
- E. Prepare a preliminary design of the proposed project to 20%, summary of project approach (construction), proposed phasing and sequencing, and preliminary construction cost estimate.
- F. The following deliverables are due during and before the conclusion of the Preliminary Phase:
 - Paper and electronic file copy of the topographic survey (if available).
 - Summary report of project approach.
 - Preliminary design including proposed phasing.
 - Preliminary construction cost estimate.

Design Phase

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase.

Scope of Services

- B. Prepare engineering design of project improvements, to include the following, at a minimum (limited plan set):

- Cover sheet with project description, sheet schedule and approval blocks.
- Project layout plan identifying project elements relative to overall airport facilities.
- Project phasing plans.
- To-scale pavement removal and pave back plan.
- Runway pavement marking plan (use plan provided by District).
- Detail sheet: pavement markings and keel typical section.

Present plans to the District at 50%, 75%, and 95%, and bid-ready stages of completion.

- C. Prepare specifications and contract documents to include the following, at a minimum:

- Notice Inviting Sealed Bids.
- Bid Proposal.
- Contract.
- General Provisions.
- Special Provisions.
- Technical Specifications.
- Geotechnical Report.
- Federal Assurances.
- Environmental documents that apply to this effort / site.

Tartaglia will prepare specification booklets to include District-provided materials including District standard boiler plate specifications and contract. Present specification outline to the District with the 50% complete plan submission. Present draft specifications with the 75% and 95% plan submissions, and complete documents with the bid-ready plans.

- D. Prepare a Construction Safety Phasing Plan (CSPP). Submit the draft with the 75% complete plan-set. Submit the completed CSPP with the 95% complete plans. Gain District approval. On behalf of the District, upload the CSPP through the FAA's 7460-1 - Notice of Proposed Construction or Alteration, upload and approval process.

- E. Prepare an Engineer's Design Report that summarizes the following, at a minimum:

- Construction approach.
- Proposed phasing and duration of construction.
- Availability of construction materials.
- Project packaging and bidding.
- Reference to and identification of FAA technical specifications, orders, and advisory circulars used in the preparation of the design.
- FAA pavement design program run.
- Construction cost estimate reflective of the completed construction documents.

- F. Coordinate and provide assistance in securing FAA review and approval of the design.

- G. Perform all final revisions to plans and specifications based on input and review by the District, FAA, and any other agency or entity that has an interest and has provided review comments to the documents. and FAA.

- H. The following deliverables are due during and before the conclusion of the Design Phase:

- Electronic file copy and five (5) paper copies of the approved plans.

Scope of Services

- Electronic file copy and five (5) paper copies (1 unbound) of the approved specifications.
- Separate electronic file copy and five (5) paper copies of the CSPP.
- Electronic file copy and three (3) Engineer’s Design Reports.

Bidding Phase

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase. The project will enter the public bidding phase once authorized to do so by the FAA.
- B. Provide Notice Inviting Sealed Bids to the District in electronic file format for publication, for placement on the District’s web site, and for distribution to local and national plan rooms and bidding services.
- C. In accordance with District standard procedures, provide plans and specifications in paper and/or electronic file format as directed to interested contractors and to local and national plan rooms and bidding services.
- D. Arrange, chair, and prepare minutes for a Pre-Bid Job Walk / Conference.
- E. Be available to answer contractor questions throughout the Bidding Phase, providing timely, unbiased, and thorough responses. Document all questions and responses. Prepare and distribute addenda if necessary.
- F. Attend and take notes at the Bid Opening. Prepare a detailed bid spreadsheet summary, identifying all line item pricing, total pricing, and bid totals, as well as any math discrepancies. Identify all subcontractors.
- G. Perform a review of bids received including proper registration with the Department of Industrial Relations (DIR) and state licensing, and proposed DBE participation and good-faith efforts.
- H. Prepare a letter summary of the bids, bid process, and conclude with a recommendation for award of contract.
- I. The following deliverables are due during and before the conclusion of the Bidding Phase:
 - Pre-Bid Conference agenda and minutes.
 - Addenda as necessary.
 - Excel file copy of detailed line-item bid summary of all bids received.
 - Letter summary of bid process, review of bids received, and recommendation for award of contract.

Construction Phase and Completion Phase Services

The scope of this professional services contract presently concludes at the end of the Bidding Phase. At that point, the District is poised to prepare and submit a revised grant application to the FAA “based on bids”.

Scope of Services

Services in the Construction and Completion Phases may be provided by a separate consultant under separate contract. If called upon, Tartaglia Engineering is poised to provide Construction and Completion Phase services through an amendment to this contract. Our goal is complementary service to the Monterey Regional Airport.

PROFESSIONAL REPRESENTATION / CONTROL

The work of this contract will be performed under the control, oversight, and at the direction of John A. Smith. Mr. Smith is a California registered civil engineer (RCE 46852). Mr. Smith will provide engineering stamp approvals to plans, specifications, and reports.

The topographic survey generated for this project will be prepared by Matthew Cunningham, a California registered land surveyor (L 8120).

TIME FOR PERFORMANCE

Tartaglia Engineering is prepared to commence our work on this project based on written instruction to proceed, as soon as Monday, April 29, 2024. Completion of all Preliminary Engineering and Engineering design services will be on or before the end of the day, Friday, June 7, 2024.

Services provided during the Bidding Phase will be in accordance with the public bidding schedule provided by the District.

CONSULTING TEAM

Tartaglia Engineering will be performing all the work of this contract with our own staff. At present, there are no planned professional subconsultants for the work.

ADDITIONAL SERVICES

While not currently anticipated, from time to time the need for additional services develops during the preliminary or design phase of project development, either through minor project expansions, the identification of information or conditions previously not known, or through common sense association with the scope of project work related to phasing, controlled access, or economic advantage due to economic advantages of scale. Tartaglia Engineering is available to provide additional services as needed, at the request of the District. Additional services can be provided on a Time and Materials (T&M) basis, at rates identified on the Fee Schedules for Tartaglia Engineering, or additional services can be procured through fee estimates based on District-prepared scope of work summaries.

In the event a geotechnical or construction materials specialist is deemed necessary for the completion of our work, Tartaglia Engineering would propose bringing Earth Systems Pacific onto the Team. Earth Systems Pacific is knowledgeable and experienced in airfield construction, and has first-hand knowledge at Monterey Regional Airport. If necessary, Earth Systems would serve the project from their Salinas Office.

		Prim. In Charge	Land Survey.	Prof. C. Eng.	Tech. III	Tech. II	Tech. I	Clerical	Survey 1-Man	Inspector ST	Inspector OT	Light Crew	Prof. Travel	Mileage	Per-Diem	Total
Task	Description	\$240.00	\$179.00	\$188.00	\$141.00	\$114.00	\$92.00	\$76.00	\$250.00	\$168.00	\$197.00	\$155.00	\$114.00	\$0.65	\$224.00	
	Preliminary Phase															
A	Management of team & work	12.0						5.0								\$3,260.00
B	Kick-off meeting & site inspect.	8.0		8.0									10.0	180.0		\$4,681.00
C	Inventory & review materials			12.0		5.0										\$2,826.00
D	Field topographic survey		4.0	1.0					6.0				5.0	180.0		\$3,091.00
E	Prelim. design & summary	15.0	2.0	24.0	16.0	14.0	8.0	4.0								\$13,362.00
	Supplies, Postage															\$800.00
	Sub-Total, Preliminary Phase															\$28,020.00
	Design Phase															
A	Management of team & work	18.0						8.0								\$4,928.00
B	Prepare plans	30.0	2.0	42.0	52.0	32.0	58.0	18.0								\$33,138.00
C	Prepare specs. / contract docs.	18.0	2.0	18.0	24.0			8.0								\$12,054.00
D	Prepare CSPP & process	8.0		15.0	28.0	9.0	8.0	4.0								\$10,754.00
E	Engineer's Design Report	31.0		24.0	15.0			6.0								\$14,523.00
F	Coord. FAA review / approval	18.0		8.0				5.0								\$6,204.00
G	Perform all revisions.	4.0	2.0	32.0	16.0	8.0	8.0	9.0								\$11,922.00
	Supplies, Postage															\$2,000.00
	Sub-Total, Design Phase															\$95,523.00
	Bidding Phase															
A	Management of team and work	4.0						3.0								\$1,188.00
B	Provide Notice Inviting Bids			1.0				1.0								\$264.00
C	Distribute documents			1.0				8.0								\$796.00
D	Pre-Bid Job Walk	8.0		8.0				4.0					5.0	180.0		\$4,415.00
E	Answer questions. Addenda.	2.0			8.0			4.0								\$1,912.00
F	Att. opening. Prepare summary	5.0		8.0				3.0					2.5	180.0		\$3,334.00
G	License, DIR, DBE review	2.0		8.0				3.0								\$2,212.00
H	Letter summary & recommend.	3.0						2.0								\$872.00
	Supplies, Postage															\$500.00
	Sub-Total, Bidding Phase															\$15,493.00

		Prin. In Charge	Land Survey.	Prof. C. Eng.	Tech. III	Tech. II	Tech. I	Clerical	Survey 1-Man	Inspector ST	Inspector OT	Light Crew	Prof. Travel	Mileage	Per-Diem	Total	
Task	Description	\$240.00	\$179.00	\$188.00	\$141.00	\$114.00	\$92.00	\$76.00	\$250.00	\$168.00	\$197.00	\$155.00	\$114.00	\$0.65	\$224.00		
Total: Preliminary, Design and Bidding Phase Services																\$139,036.00	
1	Task items line up, one for one, with tasks identified in the Scope of Services portion of Exhibit A.																
2	The first 30 minutes and 30 miles from Tartaglia office to destination airport are at no cost to airport, both ways.																
3	It is 120 miles from Atascadero to Monterey Airport. Tartaglia will charge 90 miles, one-way.																
4	It is a 1 hour, 50-minute drive from Atascadero to Monterey airport. Tartaglia will charge 2.5 hours, round trip.																
5	Tartaglia does not mark-up third party invoicing, printing, shipping, supplies, etc.																

For the work within the Preliminary Engineering, Design, and Bidding Phase of this project, Tartaglia Engineering will perform all the work with our own staff. There will be no sub-consultants serving the project.

Total number of pages of Exhibit B is 1.

Exhibit C
Hourly Rates of Compensation

Rehabilitate Runway 10R-28L
April 18, 2024

The following hourly rates apply to this contract. Values indicated include direct salary / hourly compensation, overhead costs, and necessary tools, equipment, or technology necessary to perform work, unless otherwise identified.

<u>Position</u>	<u>Hourly Rate</u>
Principal-In-Charge.....	\$240.00
Licensed Land Surveyor	\$179.00
Registered Civil Engineer	\$188.00
Project Manager	\$157.00
Environmental Coordinator / CPESC	\$123.00
Engineer / Survey Technician III.....	\$141.00
Engineer / Survey Technician II	\$114.00
Engineer / Survey Technician I.....	\$92.00
Clerical.....	\$76.00
Professional Travel Time.....	\$114.00
 Inspector:	
Day, Straight Time	\$168.00
Day, Overtime	\$197.00
Night, Straight Time	\$182.00
Night, Overtime.....	\$201.00
(Minimum night shift = 4 hours)	
 Survey Party:	
One Man.....	\$250.00
Two Man	\$344.00

(Compensation to field surveyors performing construction staking and layout, and to construction inspectors, shall be in accordance with prevailing wage requirements.)

Direct expenses shall be reimbursed as follows:

Mileage	\$0.65 per mile
Per diem	\$224.00 per man-day
Reproduction, postage, express mail shipping, advertising.....	At Cost
Sub-consultant services.....	At Cost
Supplies including monuments and construction staking material.....	At Cost
Permit, plan check, and agency inspection fees.....	At Cost

Tartaglia Engineering DIR# 1000049201

Fee Schedule subject to change after December 31, 2024

FEDERAL REQUIREMENTS:

Comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application and use of Federal funds for this project including but not limited to the following: Federal Legislation

- a. ACCESS TO RECORDS AND REPORTS. (Reference: 49 CFR part 18.36(i), 49 CFR part 18.42)
- b. BUY AMERICAN PREFERENCE. (Reference: 49 USC § 50101)
- c. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 (Reference: 49 U.S.C. 47123)
- d. CIVIL RIGHTS – GENERAL. (Reference: 49 USC § 47123)
- e. CIVIL RIGHTS – TITLE VI ASSURANCES.
- f. DISADVANTAGED BUSINESS ENTERPRISE. (Reference: 49 CFR part 26)
- g. ENERGY CONSERVATION REQUIREMENTS. Source: 49 CFR part 18.36(i)(13)
- h. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (Reference: 29 USC § 201, et seq.)
- i. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (Reference 20 CFR part 1910)
- j. RIGHT TO INVENTIONS (Reference 49 CFR part 18.36(i)(8))
- k. TRADE RESTRICTION (Reference: 49 CFR part 30)
- l. VETERAN’S PREFERENCE (Reference: 49 USC § 47112(c))
- M. SEISMIC SAFETY
- n. COPELAND “ANTI-KICKBACK” ACT (Reference: 49 CFR § 18.36(i)(4), 29 CFR parts 3 & 5)
- o. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT
- p. DAVIS BACON REQUIREMENTS. (Reference: 49 CFR § 18.36(i)(5))
- q. TEXTING WHILE DRIVING. (Reference: Executive Order 13513)
- r. AFFIRMATIVE ACTION REQUIREMENT. (Reference: 41 CFR part 60-4, Executive Order 11246)
- s. EQUAL OPPORTUNITY CLAUSE AND SPECIFICATIONS. (Reference 41 CFR § 60-1.4, Executive Order 11246)
- t. NONSEGREGATED FACILITIES REQUIREMENT. (Reference: 41 CFR § 60-1.8)
- u. RECOVERED MATERIAL. (Reference: 40 CFR part 247)
- v. TERMINATION OF CONTRACT. (Reference: 49 CFR § 18.36(i)(2))
- w. DEBARMENT AND SUSPENSION (NON-PROCUREMENT). (Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)
- x. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS. (Reference: 49 CFR § 18.36(i)(6))
- y. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES. . (Reference: 49 CFR part 20, Appendix A)
- z. BREACH OF CONTRACT TERMS. (Reference 49 CFR part 18.36(i)(1))
- aa. CLEAN AIR AND WATER POLLUTION CONTROL. (Reference: 49 CFR § 18.36(i)(12))
- bb. DRUG FREE WORKPLACE

AGENDA ITEM: G-6
DATE: May 15, 2024

TO: Monterey Peninsula Airport District Board of Directors
FROM: Michael La Pier, Executive Director
SUBJ: Resolution No. 1875, A Resolution Approving of a Professional Services Agreement with Telemetry Integrated Systems to Provide Installation of the ARFF Crash Alert System

BACKGROUND. November 26, 2018, the Board of Directors (BOD) of the Monterey Peninsula Airport District (MPAD) approved Resolution No. 1730 certifying Final Environmental Impact Report (FEIR) (SCH 2015121105) and Resolution No. 1731, approving Alternative 1 as the Airport Master Plan Project for Monterey Regional Airport (MRY).

April 20, 2022, the BOD approved Resolution No. 1819 and certified the Revised Addendum to FEIR for the Minor Project Modifications and approved Resolution No. 1820 the Minor Project Modifications to the MRY Airport Master Plan.

The FY23 Adopted Capital Improvement Budget contains Project 2023-01 Safety Enhancement Program (SEP) Phase C1 ARFF Construction and the approved Airport Capital Improvement Program (ACIP) for FY 2022-2028 includes this SEP project phase.

SCOPE OF WORK. This Agreement is related to the Aircraft Rescue and Fire Fighting Facility final project components for the enhanced Crash Alert System that have not been installed by Blue Scope/Mill Construction under the contract agreement for the ARFF construction.

This work will complete the installation of the Crash Alert System that was anticipated in the ARFF Design documents.

The estimated cost to complete the purchase of the system components and installation is not-to-exceed \$147,300.00.

Small Purchase — This procedure is available for procurements that fall under the simplified acquisition threshold, presently set at \$150,000 [2 CFR §200.88]. The sponsor must document all activities and actions of their small purchase action.

Due to the specific nature of the equipment and installation staff conducted a broad search for qualified installers and documented that information in the attached memo.

BUDGET EFFECT. The cost associated with this installation is included in the FAA AIP ARFF Grant and project retention funding that the airport has withheld.

SOURCE OF FUNDS. The AIP grant agreement a 90.66% (\$133,542.00) AIP share of the LMPM costs and a 9.34% (\$13,758.00) District share (Passenger Facility Charges).

IMPACT ON OPERATIONS. Staff will be working with the Fire personnel to ensure that there will be limited impact during installation.

SCHEDULE. Time is of the essence, but the equipment could take a few weeks to arrive and we anticipate that the system will be installed before the end of June.

RECOMMENDATION. Adopt Resolution No. 1875 Approving of a Professional Services Agreement with Telemetrix Integrated Systems to Provide Installation of the ARFF Crash Alert System

ATTACHMENTS.

Small Procurement Documentation
Resolution No. 1875
Telemetrix Integrated Systems Proposal



ARFF Alerting System

To Monterey Regional Airport
From Brian Roth, Landside Project Manager
Date May 10, 2024
Subject Bid solicitation for ARFF Alerting System

Small Purchase — This procedure is available for procurements that fall under the simplified acquisition threshold, presently set at \$150,000 [2 CFR §200.88].

The Monterey Regional Airport solicited bids from four contractors to complete the installation of a Crash Alert System at the Aircraft Rescue and Firefighting station (ARFF).

The following contractors were contacted:

Telemetrix (April 18, 2024)

MJ Communications, INC. (April 23, 2024)

Central Coast Systems (April 23, 2024)

JM Electric (April 30, 2024)

The following contractor(s) elected not to provide bids:

Central Coast Systems

MJ Communications, INC

JM Electric

RESOLUTION NO. 1875

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
TELEMETRIX INTEGRATED SYSTEMS TO PROVIDE INSTALLATION OF THE ARFF CRASH
ALERT SYSTEM**

WHEREAS, On November 26, 2018 the Board of Directors of the Monterey Peninsula Airport District (MPAD) approved Resolution No. 1730 certifying Final Environmental Impact Report (EIR) (SCH 2015121105), and Resolution No. 1731, approving Alternative 1 as the Airport Master Plan Project for Monterey Regional Airport; and

WHEREAS, On April 20, 2022, the BOD approved Resolution No. 1819 and certified the Revised Addendum to FEIR for the Minor Project Modifications and approved Resolution No. 1820 the Minor Project Modifications to the MRY Master Plan; and

WHEREAS, The FY23 Adopted Capital Improvement Budget contains Project 2023-01 Safety Enhancement Program (SEP) Phase C1 ARFF Construction and the approved Airport Capital Improvement Program (ACIP) for FY 2022-2028 includes this SEP project phase; and

WHEREAS, The work and services to be performed under this proposed agreement with Telemetrix Integrated Systems is consistent with, and covered by, the Final EIR for the Airport Master Plan Project; and

WHEREAS, The Federal Aviation Administration (FAA) has executed a grant agreement for the Aircraft Rescue and Fire Fighting Facility under the Airport Improvement Program (AIP) with Discretionary and Entitlement Funds; and

WHEREAS, Due to the specific nature of the equipment and installation staff conducted a broad search for qualified installers this procurement falls under the simplified acquisition threshold as documented by Airport staff.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: That MPAD contract with Telemetrix Integrated Systems, in the amount not-to-exceed of \$147,300.00 and authorize the Executive Director, or his designee, to execute said contract.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 15th day of May 2024, by the following roll call vote:

AYES:	DIRECTORS:
NOES:	DIRECTORS:
ABSTAIN:	DIRECTORS:
ABSENT:	DIRECTORS:

Signed this 15th day of May 2024

Mary Ann Leffel, Chair

ATTEST

Michael La Pier, AAE
District Secretary



TO: Brian Roth, MRY Airport
FM: Kim Cohan, TMX
DT: 5-10-24
RE: ARFF Alert system proposal v2

Dear Mr. Roth,

Functions of alert system:

1. Connect the incoming voice call from tower crash phone to firehouse PA speakers and 5 no dial telephones.
2. Illuminate red wake up lights.
3. Raise the apparatus bay doors.
4. Turn off kitchen stove with local override control and reset at stove. 50A induction stove.
5. Receive incoming call on Voip trunkline, analog POTS line, or FXO/FXS circuit. Owner's choice.
6. Allow outgoing ringdown call from ARFF to tower. When phone handset is lifted at ARFF phone rings at tower.

Scope of this proposal:

1. Design functional ARFF alert system. Include system drawings, as built submittals, warranty, user training and on-going support.
2. Provide and install alert system controller with interface to incoming telephone crash phone line, red lights, PA system, and apparatus bay doors..
3. Provide and Install suitable PA amplifier.
4. Provide and install 14 PA speakers for adequate audio coverage throughout premises. Using existing wiring. Add new speaker wiring where needed.
5. Provide 5 no-dial phones in locations selected by owner. Use existing wiring- additional wiring excluded.
6. Provide and install 12 red wake up lights including required wiring.
7. Connect to firehouse apparatus bay door opener Including necessary conduit and wiring.
8. Install stove shutoff equipment/controller w/local reset & override device and connect to alert system. Provide wiring and necessary conduit.
9. Provide battery backup to run alert system during generator start-up.

Monterey ARFF Proposal (Con't)

Proposed Schedule Milestones:

1. Equipment cut sheets/Submittals 1 week after notice to proceed.
2. Functional tower crash phone link, PA system audio speaker connection, and telephone handsets, 3 weeks following approved submittals.
3. Red lights/door opener/stove connection within 60 days after notice to proceed.
4. Liquidated damages \$500/day

Exclusions:

Incoming phone service from tower must be suitable Voip trunkline, analog POTS line, or FXS/FXO circuit.

Additional speakers/wake up lights and associated wiring may be required for full audio and lighting coverage. These are excluded from this proposal. Need for additional speakers will be determined by owner after system startup.

Costs of Bonds, permits, inspections, 3rd party labor compliance administration system fees.

Price: **\$147,289.57**

Feel free to call or email with questions.

Kim Cohan,
Telemetry

AGENDA ITEM: G-7
DATE: May 15, 2024

TO: Monterey Peninsula Airport District Board of Directors
FROM: Michael La Pier, Executive Director
SUBJ: Amendment to the Service Agreement between the Monterey Peninsula Airport District and Disaster Kleenup Specialists

DISCUSSION. December 13, 2023, Resolution No. 1864, A Resolution Authorizing the Service Agreement between the Monterey Peninsula Airport District and Disaster Kleenup Specialists was approved to complete asbestos abatement at 2801 Monterey Salinas Highway property building C.

Disaster Kleenup Specialists' proposal was identified as the most detailed of the response RFQ/P documents and the Board approved the expenditure as provided in the Disaster Kleenup Specialists proposal in an amount not-to-exceed of \$108,225.00 and authorized the Executive Director to execute the purchase order and service agreement.

SCOPE OF WORK. Subsequent to that abatement work, once the ceiling tiles were removed, additional asbestos material has been identified.

This amendment to the Agreement is related to the additional abatement work that has been discovered and needs to be completed.

SOURCE OF FUNDS. The project is included in the Fiscal Year (FY) 2024 Amended Capital Improvement Program (CIP) Budget as a District Only funded project: 2801 Property Repairs in an amount not to exceed \$57,000.00.

BUDGET EFFECT. The 2801 Property Repair costs were identified in the overall FY24 budget, and all work is anticipated to be completed in this Fiscal Year.

SCHEDULE. The proposed amendment to the service agreement anticipates a schedule as soon as an agreement is approved.

IMPACT ON OPERATIONS. There will be no impact on operations.

RECOMMENDATION. Approve the Amendment to the Service Agreement between the Monterey Peninsula Airport District and Disaster Kleenup Specialists and authorize the Executive Director to execute the associated service agreement.

ATTACHMENTS.

Disaster Kleenup Specialists Service Agreement Amendment



Disaster Kleenup Specialists

567 Ortiz Avenue, Sand City, Ca 93955 P: (831)899-3938
Tax ID# 770029015 Fax: (831) 899-2784
License# 458398 DOSH# 794 PSP# 5600256

Client: Monterey Peninsula Airport District
Property: 2801 Monterey Salinas Highway
Monterey , CA 93940

Home: (831) 236-6982

Operator: ZACHARY

Estimator: Zachary Mckenzie
Position: Project Manager
Company: Disaster Kleenup Specialist
Business: 567 Ortiz Ave.
Seaside, CA 93955

Business: (831) 884-3825
E-mail: zachary@disasterhappens.biz

Type of Estimate: Asbestos abatement

Date Entered: 11/28/2023

Date Assigned:

Price List: CASI8X_APR24

Labor Efficiency: Restoration/Service/Remodel

Estimate: AQ23-21840A3

ESTIMATE FOR ASBESTOS ABATEMENT: This estimate is for asbestos abatement , only for areas that were inspected at the above mentioned property.

Asbestos Abatement services consist of establishing and containing identified area(s) with negative air pressure, abate and remove ACM substrates, with wear of personal protective equipment in accordance with California Occupational Safety and Health Administration (CAL/OSHA) standards.

This estimate does not include unforeseen damages. Any additional damage outside of scope found during the course of abatement, will be reported and supplemental cost will be submitted in separate estimate if necessary. No additional work will commence without responsible party approval.

DKS will not be responsible for any incidental tape, staple, or safety procedure damages. This proposal is subject to change and/or may be withdrawn after 45 days of submittal.

This estimate does not include final air clearance testing, to be performed by a third party Asbestos, Lead, and or Mold hygienist/consultant.

Thank you for considering Disaster Kleenup Specialist for your project.



Disaster Kleenup Specialists

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AQ23-21840A3

AQ23-21840A3

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Hazardous Waste/Mold Cleaning- Supervisory/Admin A competent person is required to be on-site by law for all asbestos jobs	1.00 EA @	419.48 =	419.48
2. Materials and supplies Required PPE (Personal Protective Equipment) materials and supplies.	1.00 EA @	2,388.60 =	2,388.60
3. Equipment setup and take down	1.00 EA @	454.15 =	454.15
4. Negative air fan/Air scrubber - No monit.	1.00 DA @	1,410.00 =	1,410.00
5. Hazardous waste hauling and disposal	1.00 EA @	4,425.00 =	4,425.00
6. Haul debris - per pickup truck load - including dump fees	1.00 EA @	938.85 =	938.85
7. Post air clearance testing	1.00 EA @		OPEN ITEM

Post clearance testing to be performed by a third party hygienist is strongly recommended to ensure that the work area is properly cleaned and treated.

Main Level

Main Level

DESCRIPTION	QTY	UNIT PRICE	TOTAL
8. Containment Barrier/Airlock/Decon. Chamber	1.00 EA @	1,632.00 =	1,632.00

I1

Height: 8' 5"

DESCRIPTION	QTY	UNIT PRICE	TOTAL
9. Tear out non-salvageable carpet, cut & bag for disp.	230.00 SF @	0.83 =	190.90
10. Tear out carpet pad and bag for disposal	230.00 SF @	0.78 =	179.40
11. Tear out tackless strip and bag for disposal	60.67 LF @	1.37 =	83.12
12. Apply asbestos fiber encapsulating compound	230.00 SF @	1.73 =	397.90

I2

Height: 8' 5"

Missing Wall

2' 11" X 8' 5"

Opens into I3

DESCRIPTION	QTY	UNIT PRICE	TOTAL
13. Tear out non-salvageable carpet, cut & bag for disp.	172.25 SF @	0.83 =	142.97
14. Tear out carpet pad and bag for disposal	172.25 SF @	0.78 =	134.36
15. Tear out tackless strip and bag for disposal	53.08 LF @	1.37 =	72.72
16. Apply asbestos fiber encapsulating compound	172.25 SF @	1.73 =	297.99



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I3

Height: 8' 5"

Missing Wall

2' 11" X 8' 5"

Opens into I2

DESCRIPTION	QTY	UNIT PRICE	TOTAL
17. Tear out non-salvageable carpet, cut & bag for disp.	84.54 SF @	0.83 =	70.17
18. Tear out carpet pad and bag for disposal	84.54 SF @	0.78 =	65.94
19. Tear out tackless strip and bag for disposal	34.75 LF @	1.37 =	47.61
20. Apply asbestos fiber encapsulating compound	84.54 SF @	1.73 =	146.25

C1

Height: 8' 5"

DESCRIPTION	QTY	UNIT PRICE	TOTAL
21. Tear out non-salvageable carpet, cut & bag for disp.	54.38 SF @	0.83 =	45.14
22. Tear out carpet pad and bag for disposal	54.38 SF @	0.78 =	42.42
23. Tear out tackless strip and bag for disposal	29.50 LF @	1.37 =	40.42
24. Apply asbestos fiber encapsulating compound	54.38 SF @	1.73 =	94.08

C2

Height: 8' 5"

DESCRIPTION	QTY	UNIT PRICE	TOTAL
25. Tear out non-salvageable carpet, cut & bag for disp.	180.17 SF @	0.83 =	149.54
26. Tear out carpet pad and bag for disposal	180.17 SF @	0.78 =	140.53
27. Tear out tackless strip and bag for disposal	54.33 LF @	1.37 =	74.43
28. Apply asbestos fiber encapsulating compound	180.17 SF @	1.73 =	311.69

C3

Height: 8' 5"

Missing Wall - Goes to Floor

2' 11" X 6' 8"

Opens into C_RECEPTION

DESCRIPTION	QTY	UNIT PRICE	TOTAL
29. Containment Barrier/Airlock/Decon. Chamber	223.25 SF @	1.36 =	303.62
30. Tear out non-salvageable carpet, cut & bag for disp.	223.25 SF @	0.83 =	185.30
31. Tear out carpet pad and bag for disposal	223.25 SF @	0.78 =	174.14
32. Tear out tackless strip and bag for disposal	56.92 LF @	1.37 =	77.98
33. Apply asbestos fiber encapsulating compound	223.25 SF @	1.73 =	386.22
34. Tear off asbestos drywall	223.25 SF @	2.08 =	464.36
35. Tear out asbestos acoustic ceiling tile	223.25 SF @	4.03 =	899.70



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CONTINUED - C3

DESCRIPTION	QTY	UNIT PRICE	TOTAL
36. HEPA Vacuuming - hourly charge	1.00 HR @	94.02 =	94.02
37. Clean more than the ceiling	446.50 SF @	0.78 =	348.27

C3+ **Height: 8' 5"**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
38. Containment Barrier/Airlock/Decon. Chamber	202.36 SF @	1.36 =	275.21
39. Tear off asbestos drywall	202.36 SF @	2.08 =	420.91
40. Tear out asbestos acoustic ceiling tile	202.36 SF @	4.03 =	815.51
41. HEPA Vacuuming - hourly charge	1.00 HR @	94.02 =	94.02
42. Clean more than the ceiling	404.72 SF @	0.78 =	315.68

C hall **Height: 8' 5"**

Missing Wall **3' 11" X 8' 5"** **Opens into C_RECEPTION**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
43. Tear out non-salvageable carpet, cut & bag for disp.	48.96 SF @	0.83 =	40.64
44. Tear out carpet pad and bag for disposal	48.96 SF @	0.78 =	38.19
45. Tear out tackless strip and bag for disposal	29.08 LF @	1.37 =	39.84
46. Apply asbestos fiber encapsulating compound	48.96 SF @	1.73 =	84.70

G1 **Height: 9'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
47. Remove Suspended ceiling tile	247.72 SF @	0.29 =	71.84
48. Tear out and bag insulation	247.72 SF @	1.00 =	247.72
49. Hazardous Waste/Mold Cleaning Technician - Labor	1.00 EA @	90.83 =	90.83
Additional cost for technicians to cut out sections of the suspended ceiling framing to access drywall above.			
50. Tear off asbestos drywall	220.50 SF @	2.08 =	458.64
51. HEPA Vacuuming - hourly charge	2.00 HR @	94.02 =	188.04



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CONTINUED - G1

DESCRIPTION	QTY	UNIT PRICE	TOTAL
52. Clean more than the ceiling	495.44 SF @	0.78 =	386.44

G2 **Height: 9'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
53. Remove Suspended ceiling tile	31.50 SF @	0.29 =	9.14
54. Tear out and bag insulation	31.50 SF @	1.00 =	31.50
55. Hazardous Waste/Mold Cleaning Technician - Labor	1.00 EA @	90.83 =	90.83
Additional cost for technicians to remove drywall wedged between the wall framing and suspended ceiling framing.			
56. Tear off asbestos drywall	2.63 SF @	2.08 =	5.47
57. Tear out non-salvageable carpet, cut & bag for disp.	179.81 SF @	0.83 =	149.24
58. Tear out carpet pad and bag for disposal	179.81 SF @	0.78 =	140.25
59. Tear out tackless strip and bag for disposal	54.33 LF @	1.37 =	74.43
60. Apply asbestos fiber encapsulating compound	179.81 SF @	1.73 =	311.07
61. HEPA Vacuuming - hourly charge	2.00 HR @	94.02 =	188.04
62. Clean more than the ceiling	359.63 SF @	0.78 =	280.51

G3 **Height: 9'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
63. Remove Suspended ceiling tile	14.33 SF @	0.29 =	4.16
64. Tear out and bag insulation	14.33 SF @	1.00 =	14.33
65. Hazardous Waste/Mold Cleaning Technician - Labor	1.00 EA @	90.83 =	90.83
Additional cost for technicians to remove drywall wedged between the wall framing and suspended ceiling framing.			
66. Tear off asbestos drywall	1.19 SF @	2.08 =	2.48
67. Tear out non-salvageable carpet, cut & bag for disp.	81.82 SF @	0.83 =	67.91
68. Tear out carpet pad and bag for disposal	81.82 SF @	0.78 =	63.82
69. Tear out tackless strip and bag for disposal	37.17 LF @	1.37 =	50.92
70. Apply asbestos fiber encapsulating compound	81.82 SF @	1.73 =	141.55
71. HEPA Vacuuming - hourly charge	2.00 HR @	94.02 =	188.04
72. Clean more than the ceiling	163.64 SF @	0.78 =	127.64



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G4

Height: 9'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
73. Remove Suspended ceiling tile	46.83 SF @	0.29 =	13.58
74. Tear out and bag insulation	46.83 SF @	1.00 =	46.83
75. Hazardous Waste/Mold Cleaning Technician - Labor	1.00 EA @	90.83 =	90.83
Additional cost for technicians to remove drywall wedged between the wall framing and suspended ceiling framing.			
76. Tear off asbestos drywall	3.90 SF @	2.08 =	8.11
77. Tear out non-salvageable carpet, cut & bag for disp.	267.34 SF @	0.83 =	221.89
78. Tear out carpet pad and bag for disposal	267.34 SF @	0.78 =	208.53
79. Tear out tackless strip and bag for disposal	69.67 LF @	1.37 =	95.45
80. Apply asbestos fiber encapsulating compound	267.34 SF @	1.73 =	462.50

G5

Height: 9'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
81. Remove Suspended ceiling tile	84.00 SF @	0.29 =	24.36
82. Tear out and bag insulation	84.00 SF @	1.00 =	84.00
83. Hazardous Waste/Mold Cleaning Technician - Labor	1.00 EA @	90.83 =	90.83
Additional cost for technicians to remove drywall wedged between the wall framing and suspended ceiling framing.			
84. Tear off asbestos drywall	92.17 SF @	2.08 =	191.71
85. Tear out non-salvageable carpet, cut & bag for disp.	161.00 SF @	0.83 =	133.63
86. Tear out carpet pad and bag for disposal	161.00 SF @	0.78 =	125.58
87. Tear out tackless strip and bag for disposal	51.00 LF @	1.37 =	69.87
88. Apply asbestos fiber encapsulating compound	161.00 SF @	1.73 =	278.53

H1

Height: 9'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
89. Tear out non-salvageable carpet, cut & bag for disp.	1,021.56 SF @	0.83 =	847.89
90. Tear out carpet pad and bag for disposal	1,021.56 SF @	0.78 =	796.82
91. Tear out tackless strip and bag for disposal	149.13 LF @	1.37 =	204.31
92. Apply asbestos fiber encapsulating compound	1,021.56 SF @	1.73 =	1,767.30

H2

Height: 9'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
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Disaster Kleenup Specialists

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CONTINUED - H2

DESCRIPTION	QTY	UNIT PRICE	TOTAL
93. Tear out non-salvageable carpet, cut & bag for disp.	154.13 SF @	0.83 =	127.93
94. Tear out carpet pad and bag for disposal	154.13 SF @	0.78 =	120.22
95. Tear out tackless strip and bag for disposal	49.83 LF @	1.37 =	68.27
96. Apply asbestos fiber encapsulating compound	154.13 SF @	1.73 =	266.64

H3 **Height: 9'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
97. Remove Suspended ceiling tile	282.00 SF @	0.29 =	81.78
98. Tear out and bag insulation	282.00 SF @	1.00 =	282.00
99. Hazardous Waste/Mold Cleaning Technician - Labor	1.00 EA @	90.83 =	90.83
Additional cost for technicians to cut out sections of the suspended ceiling framing to access drywall above.			
100. Tear off asbestos drywall	335.75 SF @	2.08 =	698.36
101. HEPA Vacuuming - hourly charge	2.00 HR @	94.02 =	188.04
102. Clean more than the ceiling	1,899.04 SF @	0.78 =	1,481.25

H4 **Height: 9'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
103. Tear out non-salvageable carpet, cut & bag for disp.	158.31 SF @	0.83 =	131.40
104. Tear out carpet pad and bag for disposal	158.31 SF @	0.78 =	123.48
105. Tear out tackless strip and bag for disposal	50.50 LF @	1.37 =	69.19
106. Apply asbestos fiber encapsulating compound	158.31 SF @	1.73 =	273.88

F1 **Height: 10' 11"**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
107. Remove Suspended ceiling tile	429.50 SF @	0.29 =	124.56
108. Tear out and bag insulation	429.50 SF @	1.00 =	429.50
109. Hazardous Waste/Mold Cleaning Technician - Labor	1.00 EA @	90.83 =	90.83



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CONTINUED - F1

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Additional cost for technicians to cut out sections of the suspended ceiling framing to access drywall above. Remove door casings to access two layers drywall behind it.			
110. Tear off asbestos drywall	156.40 SF @	2.08 =	325.31
111. Tear out non-salvageable carpet, cut & bag for disp.	1,251.63 SF @	0.83 =	1,038.85
112. Tear out carpet pad and bag for disposal	1,251.63 SF @	0.78 =	976.27
113. Tear out tackless strip and bag for disposal	226.83 LF @	1.37 =	310.76
114. Apply asbestos fiber encapsulating compound	1,251.63 SF @	1.73 =	2,165.32
115. HEPA Vacuuming - hourly charge	2.00 HR @	94.02 =	188.04
116. Clean more than the ceiling	2,503.25 SF @	0.78 =	1,952.54

			Height: 10' 11"
DESCRIPTION	QTY	UNIT PRICE	TOTAL
117. Remove Suspended ceiling tile	84.58 SF @	0.29 =	24.53
118. Tear out and bag insulation	84.58 SF @	1.00 =	84.58
119. Hazardous Waste/Mold Cleaning Technician - Labor	1.00 EA @	90.83 =	90.83
Additional cost for technicians to cut out sections of the suspended ceiling framing to access drywall above.			
120. Tear off asbestos drywall	51.35 SF @	2.08 =	106.81
121. Tear out asbestos vinyl sheet flooring	84.58 SF @	4.25 =	359.47
122. HEPA Vacuuming - hourly charge	2.00 HR @	94.02 =	188.04
123. Clean more than the ceiling	169.17 SF @	0.78 =	131.95
124. Apply asbestos fiber encapsulating compound	84.58 SF @	1.73 =	146.32

			Height: 10' 11"
DESCRIPTION	QTY	UNIT PRICE	TOTAL
125. Tear out non-salvageable carpet, cut & bag for disp.	212.16 SF @	0.83 =	176.09
126. Tear out carpet pad and bag for disposal	212.16 SF @	0.78 =	165.48
127. Tear out tackless strip and bag for disposal	60.00 LF @	1.37 =	82.20
128. Apply asbestos fiber encapsulating compound	212.16 SF @	1.73 =	367.04



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F5 **Height: 10' 11"**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
129. Tear out non-salvageable carpet, cut & bag for disp.	181.47 SF @	0.83 =	150.62
130. Tear out carpet pad and bag for disposal	181.47 SF @	0.78 =	141.55
131. Tear out tackless strip and bag for disposal	54.50 LF @	1.37 =	74.67
132. Apply asbestos fiber encapsulating compound	181.47 SF @	1.73 =	313.94

F6 **Height: 10' 11"**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
133. Tear out non-salvageable carpet, cut & bag for disp.	181.47 SF @	0.83 =	150.62
134. Tear out carpet pad and bag for disposal	181.47 SF @	0.78 =	141.55
135. Tear out tackless strip and bag for disposal	54.50 LF @	1.37 =	74.67
136. Apply asbestos fiber encapsulating compound	181.47 SF @	1.73 =	313.94

F7 **Height: 10' 11"**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
137. Tear out non-salvageable carpet, cut & bag for disp.	181.47 SF @	0.83 =	150.62
138. Tear out carpet pad and bag for disposal	181.47 SF @	0.78 =	141.55
139. Tear out tackless strip and bag for disposal	54.50 LF @	1.37 =	74.67
140. Apply asbestos fiber encapsulating compound	181.47 SF @	1.73 =	313.94

F8 **Height: 10' 11"**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
141. Tear out non-salvageable carpet, cut & bag for disp.	181.47 SF @	0.83 =	150.62
142. Tear out carpet pad and bag for disposal	181.47 SF @	0.78 =	141.55
143. Tear out tackless strip and bag for disposal	54.50 LF @	1.37 =	74.67
144. Apply asbestos fiber encapsulating compound	181.47 SF @	1.73 =	313.94

F9 **Height: 10' 11"**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
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CONTINUED - F9

DESCRIPTION	QTY	UNIT PRICE	TOTAL
145. Tear out non-salvageable carpet, cut & bag for disp.	210.61 SF @	0.83 =	174.81
146. Tear out carpet pad and bag for disposal	210.61 SF @	0.78 =	164.28
147. Tear out tackless strip and bag for disposal	59.83 LF @	1.37 =	81.97
148. Apply asbestos fiber encapsulating compound	210.61 SF @	1.73 =	364.36

F10 **Height: 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
149. Remove Suspended ceiling tile	146.67 SF @	0.29 =	42.53
150. Tear out and bag insulation	146.67 SF @	1.00 =	146.67
151. Hazardous Waste/Mold Cleaning Technician - Labor	1.00 EA @	90.83 =	90.83
Additional cost for technicians to cut out sections of the suspended ceiling framing to access drywall above.			
152. Tear off asbestos drywall	93.50 SF @	2.08 =	194.48
153. Tear out non-salvageable carpet, cut & bag for disp.	146.67 SF @	0.83 =	121.74
154. Tear out carpet pad and bag for disposal	146.67 SF @	0.78 =	114.40
155. Tear out tackless strip and bag for disposal	57.33 LF @	1.37 =	78.54
156. Apply asbestos fiber encapsulating compound	146.67 SF @	1.73 =	253.74
157. HEPA Vacuuming - hourly charge	2.00 HR @	94.02 =	188.04
158. Clean more than the ceiling	293.33 SF @	0.78 =	228.80

Break room **Height: 8'**

Missing Wall - Goes to Floor **3' X 6' 8"** **Opens into BREAK_ROOM_H**

Missing Wall - Goes to Floor **5' 4" X 6' 8"** **Opens into KITCHEN**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
159. Tear off asbestos drywall	368.44 SF @	2.08 =	766.36
Tear out all drywall.			
160. Tear out asbestos vinyl floor covering	315.19 SF @	4.25 =	1,339.56
161. HEPA Vacuuming - hourly charge	2.00 HR @	94.02 =	188.04
162. Clean more than the ceiling	630.39 SF @	0.78 =	491.70
163. Apply asbestos fiber encapsulating compound	315.19 SF @	1.73 =	545.28



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Kitchen

Height: 8'

Missing Wall - Goes to Floor 5' 4" X 6' 8" Opens into BREAK_ROOM

DESCRIPTION	QTY	UNIT PRICE	TOTAL
164. Tear off asbestos drywall	197.45 SF @	2.08 =	410.70
Tear out all drywall.			
165. HEPA Vacuuming - hourly charge	2.00 HR @	94.02 =	188.04
166. Clean more than the ceiling	110.01 SF @	0.78 =	85.81
167. Apply asbestos fiber encapsulating compound	55.01 SF @	1.73 =	95.17

Break room hall

Height: 8'

Missing Wall - Goes to Floor 3' X 6' 8" Opens into BREAK_ROOM

DESCRIPTION	QTY	UNIT PRICE	TOTAL
168. Tear off asbestos drywall	34.67 SF @	2.08 =	72.11
Tear out drywall with visible microbial growth only.			
169. Tear out asbestos vinyl floor covering	89.65 SF @	4.25 =	381.01
170. HEPA Vacuuming - hourly charge	2.00 HR @	94.02 =	188.04
171. Clean more than the ceiling	179.31 SF @	0.78 =	139.86
172. Apply asbestos fiber encapsulating compound	89.65 SF @	1.73 =	155.09

Main Hall

Height: 8' 5"

DESCRIPTION	QTY	UNIT PRICE	TOTAL
173. Tear out non-salvageable carpet, cut & bag for disp.	591.50 SF @	0.83 =	490.95
174. Tear out carpet pad and bag for disposal	591.50 SF @	0.78 =	461.37
175. Tear out tackless strip and bag for disposal	156.00 LF @	1.37 =	213.72
176. Apply asbestos fiber encapsulating compound	591.50 SF @	1.73 =	1,023.30

Lab

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
177. Containment Barrier/Airlock/Decon. Chamber	24.00 SF @	1.36 =	32.64
178. Tear off asbestos drywall	155.33 SF @	2.08 =	323.09
Tear out drywall with visible microbial growth only.			
179. Tear out asbestos vinyl floor covering	120.83 SF @	4.25 =	513.53



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CONTINUED - Lab

DESCRIPTION	QTY	UNIT PRICE	TOTAL
180. HEPA Vacuuming - hourly charge	2.00 HR @	94.02 =	188.04
181. Clean more than the ceiling	241.65 SF @	0.78 =	188.49
182. Apply asbestos fiber encapsulating compound	120.83 SF @	1.73 =	209.04

Areas (J) 1-6 + (J) Restrooms & Bldg. C Roof

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Areas not included in this proposal at this time.			

Grand Total Areas:

23,509.90 SF Walls	9,509.92 SF Ceiling	33,019.82 SF Walls and Ceiling
9,509.92 SF Floor	1,056.66 SY Flooring	2,573.60 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	2,596.10 LF Ceil. Perimeter
9,509.92 Floor Area	10,039.69 Total Area	23,941.11 Interior Wall Area
5,558.94 Exterior Wall Area	556.17 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



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Summary

Line Item Total	55,880.03
Material Sales Tax	844.63
Replacement Cost Value	\$56,724.66
Net Claim	\$56,724.66

Zachary Mckenzie
Project Manager

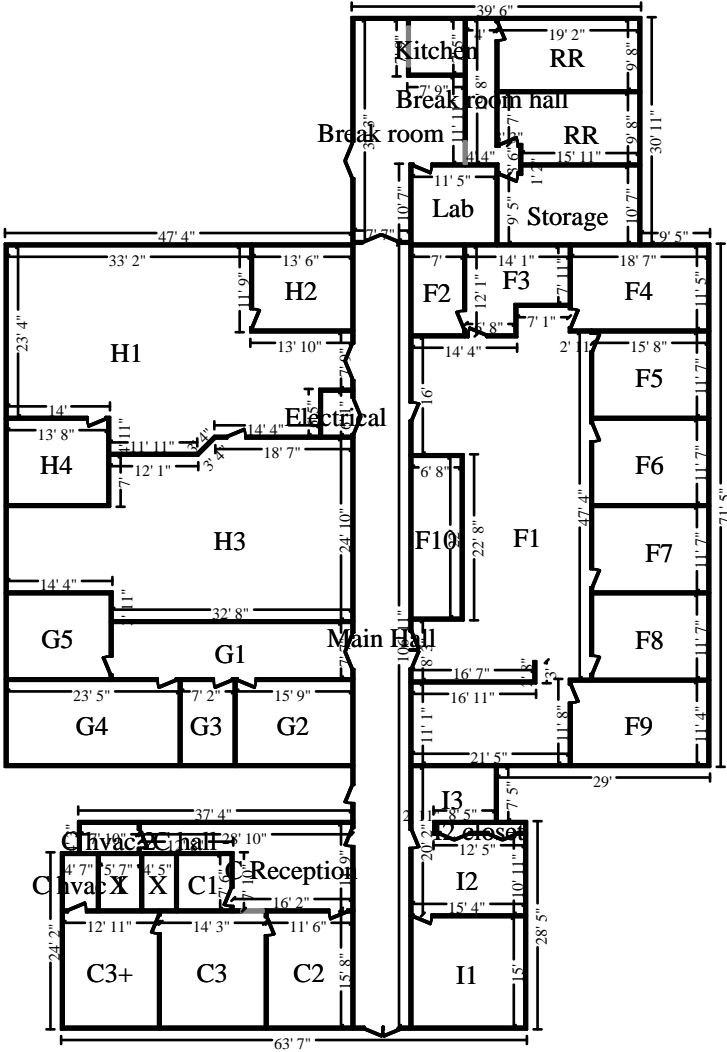


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Recap of Taxes

	Material Sales Tax (9.25%)	Storage Rental Tax (9.25%)
Line Items	844.63	0.00
Total	844.63	0.00



AGENDA ITEM: H
DATE: May 15, 2024

TO: Michael La Pier, Executive Director, Monterey Regional Airport
FROM: Department Heads
SUBJECT: Monthly Department Reports

FINANCE AND ADMINISTRATION.

[Terminal Comment Card Log by Administration](#)
[Financial Summary by Mark Wilson, Controller](#)

FIRE.

[Monthly Fire Report by Monterey Fire Department](#)

OPERATIONS.

[Operations Report by Whitney Robare, Deputy Executive Director Operations and Maintenance](#)

PLANNING AND DEVELOPMENT.

[Planning and Environmental Monthly Project Report by Chris Morello, Deputy Executive Director](#)

POLICE.

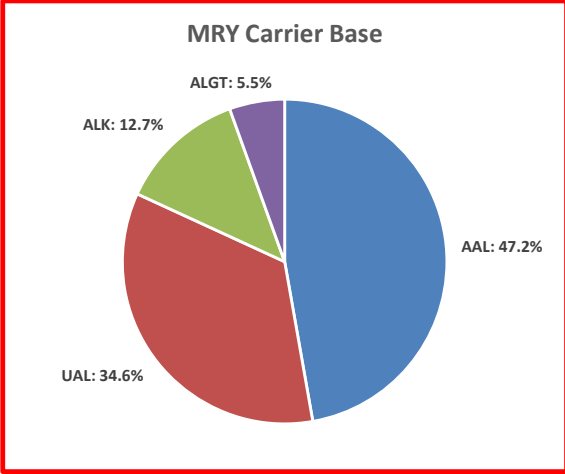
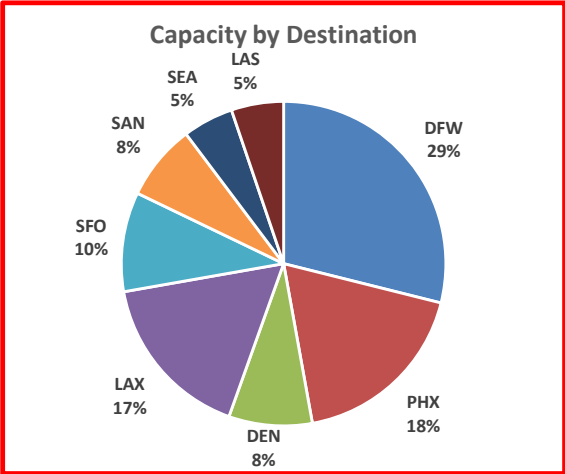
[Police Activity Report by Del Rey Oaks Police Department](#)

RATING	DATE OF VISIT	TIME OF VISIT	PURPOSE	FLIGHT	AIRLINE	COMMENT	CITY	STATE
POOR	4/5/2024	4:41 PM	Departing	-	Alaska	Requirement to take picture for flights without informing the passengers that it is not mandate!. They tell you to stand and take a picture - the sign is only in English and explains you may opt out. He doesn't say voluntary - the TSA agent tells you to stand and smile for camera - it is not a requirement to travel domestically and should be optional and not told when the sign is covered by previous passenger.	Monterey	CA
NEUTRAL	4/20/2024	3:00 PM	Departing	6277	American	I lost my Bose Earbuds and checked first with American Airlines, Malin and Sergio looked for me and could not have been nicer, they didn't have them but Hertz did, Miguel and Christian helped and had my Bose earbuds! Wow, sick honest and professional staff at both companies! Thank you, great made my trip even better!	Wahoo	NE

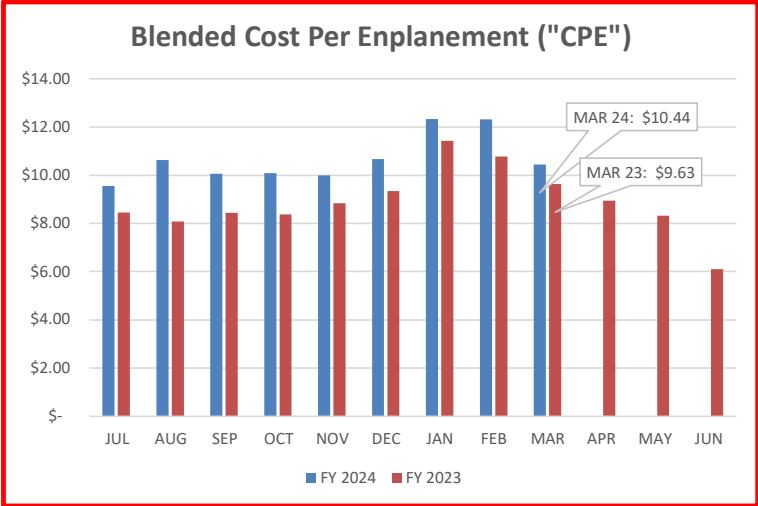
TO: Michael La Pier, Executive Director, Monterey Regional Airport
FROM: Mark Wilson, Controller
SUBJECT: Discussion and Analysis of the March 31, 2024 Financial Statements

KEY OPERATING STATISTICS. March enplanements were 21,532 (vs. 22,116 budgeted), up 16.3% from the 18,520 in the same period in 2023. March commercial airline landings were less than budgeted (312 actual vs. 327 budgeted). Total Passengers for the month of March were 42,855, up 15% from 37,377 in the same period in 2023. Total aircraft operations for March were 4,321, up from 3,714 in the same period in 2023, and Vehicle exit counts in the parking lots were 11,321, up 11.5% from the 10,150 exit counts in March of 2023.

In March 2024, American Airlines accounted for approximately 47.2% of the passenger enplanements. Monterey Regional Airport's enplaning passenger carrying capacity for March was 27,031 Seats, with an overall Passenger Load Factor of 79.7%.



In March, the Airport's blended CPE was \$10.44, compared to \$9.63 in the same period in 2023. The \$0.81 increase reflects the impact of the increased Rates & Charges implemented in FY24 \$1.96 and partially offset by the favorable impact of increased enplanements.



LIQUIDITY AND CAPITAL RESOURCES. As of March 31, 2024 the Airport had unrestricted cash and investments of \$17.225M.

In 2022, the Airport received an FAA Grant Award of \$9.483M for the new ARFF building. In September 2023, the Airport received a \$23,053,049 Grant towards the \$43 Million Commercial Apron Project, and was awarded a \$3.0M Grant for Terminal design under the competitive BIL/ATP process. We are waiting on approval of the \$3,322,281 Grant for remaining Terminal Design costs under the BIL Entitlement program. In October 2023, the Airport was awarded a \$750,000 Grant from USDOT under the Small Community Air Service Development Program for a goal of non-stop service to Chicago.

As of March 31, 2024 the Airport had Restricted PFC cash and investments of \$1.568M and Restricted CFC cash and investments of \$1.394M.

The Current Ratio of unrestricted current assets to current liabilities is a very healthy 21.9X. This compares favorably to an overall Airport Industry Benchmark* of 5.39X. Days Cash on Hand (based on FY 24 Budgeted Operating Expenses), was 632, which is in line with the overall Airport Industry Benchmark* of 640 Days.

OPERATING INCOME. The Airport's higher than budgeted revenues and higher than budgeted operating expenses in March resulted in an operating income of \$145.1K, which is an unfavorable variance of \$34.5K to March's budgeted operating income of \$179.6K.

OPERATING INCOME				
	March 2024 ACTUAL	March 2024 BUDGET	VARIANCE Favorable (Unfavorable)	
			\$	%
Operating Revenues	\$ 1,065,992	\$ 992,368	\$ 73,624	7%
Operating Expenses	(920,861)	(812,775)	(108,085)	-13%
Operating Income	<u>\$ 145,132</u>	<u>\$ 179,593</u>	<u>\$ (34,461)</u>	<u>-19%</u>

REVENUES. March 2024 combined Operating Revenues were (\$1,066.0K), which was (\$73.6K)/7% higher than budget (\$992.4K). This favorable variance was primarily due to higher Terminal Revenues and Interest Income, partially offset by lower General Aviation.

	March 2024 ACTUAL	March 2024 BUDGET	VARIANCE Favorable (Unfavorable)	
			\$	%
Terminal Revenues	\$ 604,227	\$ 583,575	\$ 20,652	4%
General Aviation	158,269	164,026	(5,757)	-4%
Non-Aviation	190,017	179,839	10,178	6%
Other Operating	27,589	28,869	(1,280)	-4%
Interest Income	85,890	36,060	49,831	138%
Total Operating Revenues	<u>\$ 1,065,992</u>	<u>\$ 992,368</u>	<u>\$ 73,624</u>	<u>7%</u>

* Source: Merritt Research Services Benchmark Central - Airport Medians for 2022.

Terminal Revenues:

Commercial Aviation fees (\$113.3K) for March were lower than budget (\$122.0K) due primarily to lower American landing (\$13.3K), Apron fees (\$3.4K) and fuel flowage fees (\$3.4K), partially offset by higher United landing (\$9.0K), RON (\$0.5K) and Apron fees (\$2.1K). DMA reported fuel sales of 213,191 gallons to the airlines for the month (53% to American, 42% to United, 18% to Alaska, 1% to Allegiant).

Terminal Rents (\$170.1K) for March were materially on budget (\$166.3K).

TNC Permits, Trip Fees & Peer-to-Peer Rentals (\$26.1K) for March were higher than the budget (\$20.3K) by (\$5.8K)/28%. This favorable variance was primarily due to higher than budgeted TNC Trip Fees (\$5.1K).

Terminal Concessions (\$24.8K) for March were materially on budget (\$25.3K)

Rental Car Concessions (\$145.9K) for March were higher than the budget (\$136.1K) by (\$9.8K)/7%. This favorable variance was due primarily to higher than budgeted revenue from Avis/Budget and Enterprise, partially offset by lower than budgeted rental car activity for National.

Parking Concession (\$124.1K) for March was higher than the budget (\$113.5K) by (\$10.5K)/9%. Parking Concession revenues for March were budgeted at 10,150 parked cars with an average of \$11.18 net to MPAD. In March, the number of parked cars was more than budgeted at 11,321 with an average of \$10.96 net to MPAD per car, resulting in a favorable variance.

General Aviation Revenues:

Heavy General Aviation revenues, including landing fees (\$125.0K) for March were higher than budget (\$118.1K) due primarily to higher landing fees (\$1.4K). MJC and DMA reported fuel sales of 106,000 and 131,848 gallons of Jet A, respectively, for the month. MJC and DMA reported 259 and 283 revenue landings, respectively, for the month.

Light General Aviation revenues (\$33.3K) for March were lower than budget (\$45.9K) due primarily to budgeted rent for the Northeast corporate hangar which was not leased in March (\$12.5K).

Non-Aviation Revenues:

Non-Aviation revenues (\$190.0K) for March were higher than budget (\$179.8K) due primarily to MHSS percentage of rents.

Other Operating Revenues:

Other Operating revenues (\$27.6K) for March were lower than budget (\$28.9K) due primarily to lower than budgeted Business License Fees (\$6.0K) offset by favorable Utility chargebacks.

Interest Income:

Interest Income (\$85.9K) for March exceeded budget (\$36.1K) due to higher than budgeted interest income earned on T-Bills.

EXPENSES. Total operating expenses of (\$920.9K) for March were higher than the budget (\$812.8K) by (\$108.1K)/13%. Unfavorable variances include the unbudgeted increase in Property Liability Insurance (\$53.9K). Other significant unfavorable variances from consulting & legal services provided to the BOD; detailed analyses follow:

OPERATING EXPENSES - BY MAJOR CATEGORY TYPE

	March	March	VARIANCE	
	2024	2024	Favorable (Unfavorable)	
	ACTUAL	BUDGET	\$	%
Salaries & Taxes	\$ 209,781	\$ 221,577	\$ 11,796	5%
Employee Benefits	104,400	109,861	5,460	5%
Recruitment & Training	46,384	12,335	(34,049)	-276%
Business Expenses	80,751	36,181	(44,570)	-123%
Supplies & Materials	5,850	9,405	3,555	38%
Repairs & Maintenance	32,400	39,994	7,594	19%
Outside Services	270,202	269,161	(1,041)	0%
Professional Services	53,184	33,439	(19,745)	-59%
Marketing, PR	43,474	25,050	(18,424)	-74%
Utilities	56,574	37,939	(18,635)	-49%
Interest Expense	17,860	17,833	(27)	0%
Total Operating Expenses	\$ 920,861	\$ 812,775	\$ (108,085)	-13%

OPERATING EXPENSES - BY DEPARTMENT

	March	March	VARIANCE	
	2024	2024	Favorable (Unfavorable)	
	ACTUAL	BUDGET	\$	%
Admin & Finance	\$ 260,926	\$ 183,236	\$ (77,690)	-42%
Planning & Marketing	100,299	87,069	(13,229)	-15%
Maintenance	135,529	144,157	8,629	6%
Operations	64,023	70,147	6,124	9%
Police	112,417	115,245	2,828	2%
Fire	169,548	171,892	2,344	1%
Board of Directors	48,554	15,290	(33,263)	-218%
Rental Properties	11,705	7,905	(3,800)	-48%
Interest Expense	17,860	17,833	(27)	0%
Total Operating Expenses	\$ 920,861	\$ 812,775	\$ (108,085)	-13%

Salary & Taxes Expenses (\$209.8K) for March were lower than the budget (\$221.6K). The favorable variance is primarily due to the unfilled finance position.

Employee Benefit Expenses (\$104.4K) for March were lower than the budget (\$109.9K) by (\$5.5K)/5.0%. This favorable variance was primarily due to lower CalPERS Health Insurance (\$4.4K).

Personnel Recruitment, Training & Pre-Employment and Related Expenses (\$46.4K) for March were higher than Budget (\$12.3K) primarily due to the recruiting fees paid for a position being filled.

Business Expenses (\$80.8K) were higher than Budget (\$36.2K) by (\$44.6K)/123%. This unfavorable variance was primarily due to higher than budgeted Property Liability Insurance (\$53.9K) which was renewed on November 1st. We have transitioned to the PRISM program for Property Liability Insurance at an annual cost of (\$213.8K) effective 3/31/2024.

Supplies & Materials expenses (\$5.8K) for March were lower than Budget (\$9.4K) by (\$3.6K)/38%. This favorable variance was primarily due to lower than budgeted Custodial Supplies & Materials (\$2.2K).

Repair & Maintenance expenses (\$32.4K) for March were lower than Budget (\$40.0K) by (\$7.6K)/19% due primarily to lower Airfield and Terminal R&M.

Outside Services expenses (\$270.2K) for March were materially on Budget (\$269.2K).

Professional Service expenses (\$53.2K) for March were higher than Budget (\$33.4K) by (\$19.7K)/59% due primarily to higher than budgeted consulting & legal services (\$22.3K).

Marketing and Public Relations expenses (\$43.5K) for March were higher than Budget (\$25.1K) by (\$18.4K)/74%. This unfavorable variance was primarily due to the timing of payments for sponsorships (\$13.0K).

Utilities expenses, combined (\$56.6K) for March were higher than Budget (\$37.9K) by (\$18.6K)/49% due primarily to higher than budgeted water expense (\$5.8K), electricity (\$6.0K) and natural gas (\$5.2K).

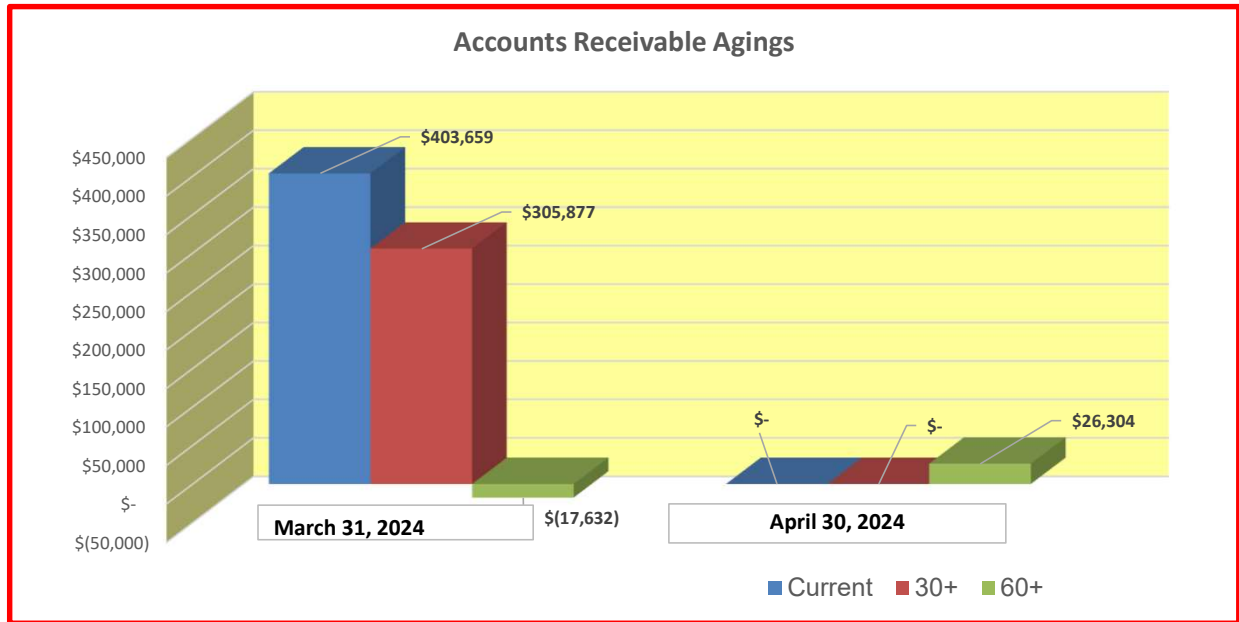
Interest expense (\$17.9K) for March was materially on budget (\$17.8K).

SELECTED BALANCE SHEET ANALYSES:

ACCOUNTS RECEIVABLE. The accounts receivable balance on March 31, 2024 was \$691.9K. This balance is \$163.6K or 31% greater than the February 29, 2024 balance \$528.3K, and \$78.3K/13% higher than the \$613.6K balance on March 31, 2023. The accounts receivable balance over 60 days old on March 31, 2024, was \$17.6K.

Chart 2 below graphically presents the aging of accounts receivable (1) as of March 31, 2024 and (2) prior to the next billing cycle (April 30, 2024).

Chart 2



Total accounts receivable of \$691.9K as of March 31, 2024 was comprised of \$189.1K/27.3% from Commercial Airlines, \$151.2K/21.9% from Rental Car companies, \$81.1K/11.7% from FBOs, \$116.8K/16.9% from Parking, \$37.6K/5.4% from the Monterey Hi-Way Self Storage, \$29.7K/4.3% from TNCs and Taxis, \$20.3K/2.9% from Woody's and \$66.2K/9.6% from all other customer accounts.

The District carries a \$10K allowance for doubtful accounts. Prepaid accounts receivable as of March 31, 2024 of \$36.9K have been reclassified to deferred revenue.

Chart 3 below graphically presents the composition of accounts receivable by major customer/concessionaire/tenant.

Chart 3

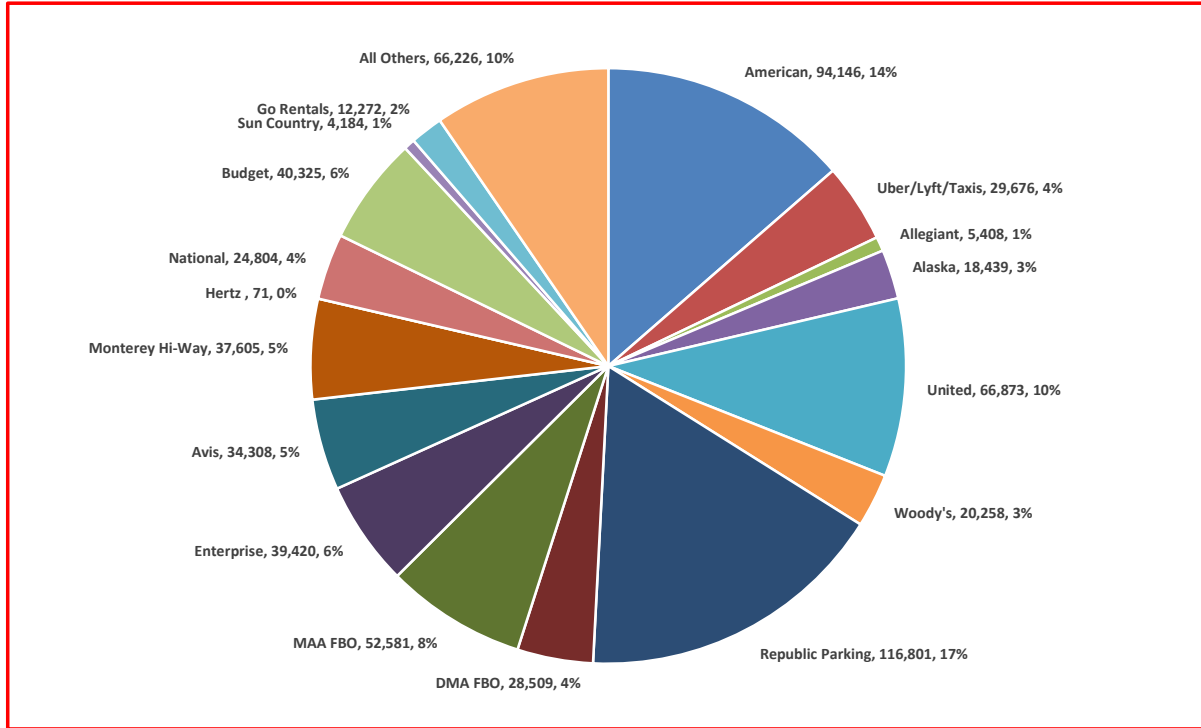
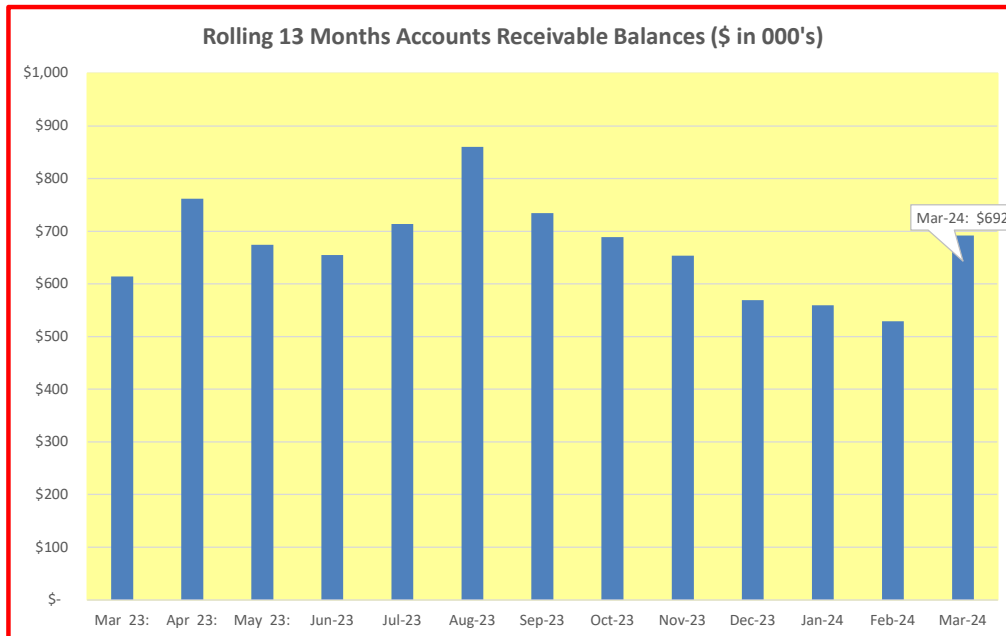


Chart 4 below depicts the total accounts receivable balances for the 13 months from March 2023 to March 2024.

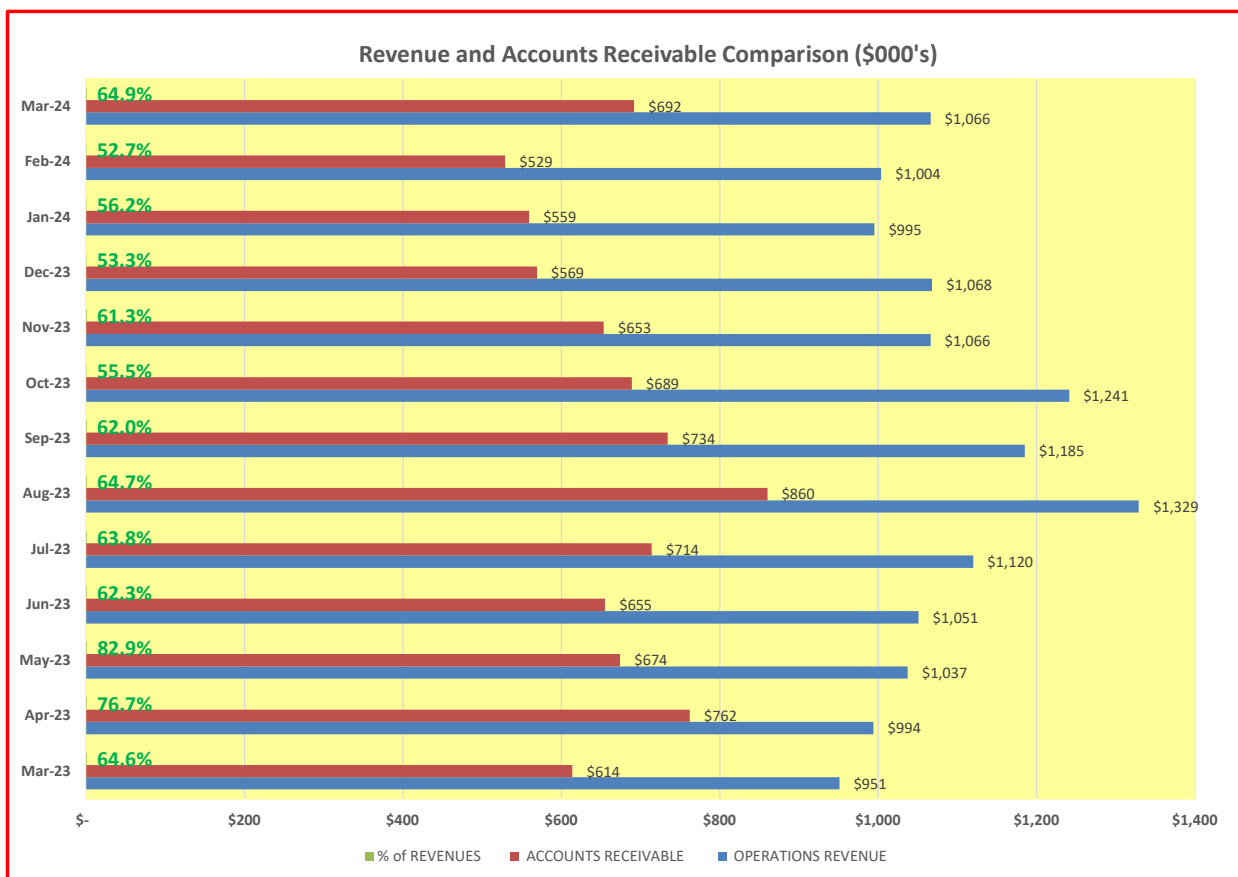
Chart 4



The balance of accounts receivable at month-end aligns with operating revenues in that month. On March 31, 2024, accounts receivable is 64.9% of revenues and the rolling thirteen-month average is 63.1%.

Chart 5 below graphically presents the monthly comparison of accounts receivable to operating revenues.

Chart 5

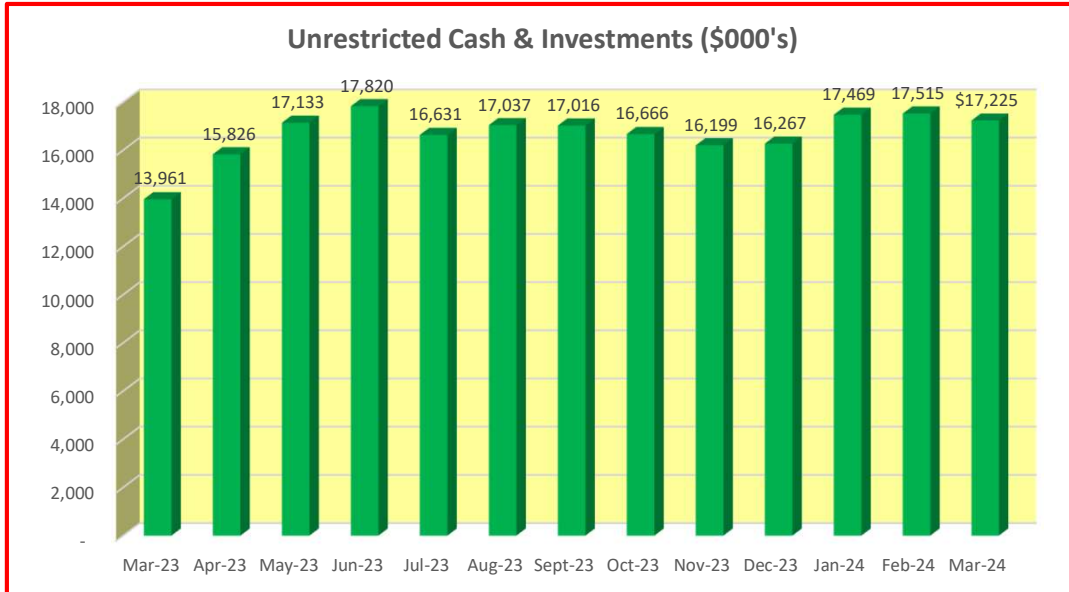


UNRESTRICTED CASH AND INVESTMENTS. The unrestricted cash and investments balance on March 31, 2024, was \$17.23M and the unrestricted cash and investments balance on February 29, 2024 was \$17.52M, a decrease of \$0.29M.

The decrease in unrestricted cash and investments was primarily due to: (1) cash provided by Capital and Related Financing Activities of \$1,555K and cash provided by Investing Activities of \$82K partially offset by (2) cash used by Operating Activities of \$1,923K (see Statement of Cash Flows on Page 17 for more details).

Chart 6 graphically presents the monthly balances of unrestricted cash and investments.

Chart 6



SELECTED OPERATING STATISTICS:

ENPLANEMENTS AND LOAD FACTORS. The table below presents simple load factors for fiscal years 2018 to 2024. Load factors indicate the customer utilization of available airline seat capacity which generally correlates to customer use of TCP, Taxi and TNC services, parking, and other support services. Simple load factors do not include non-revenue enplanements. Historically, annual load factors range from approximately 70% to 77%; FY21 load factors reflect the impact of COVID-19. Commercial Airline aircraft types have a direct impact on capacity and potential changes in enplanements. As the mix of aircraft and destinations change, the goal is to have load factors sustained or increased, which indicates that customers are willing to use the services offered by the Airlines.

Fiscal Year	March 31, 2024				FYTD			
	Load Factors	Enplanements	Available Seats	Flights	Load Factors	Enplanements	Available Seats	Flights
2024	79.7%	21,532	27,031	312	75.9%	198,318	261,372	3,133
2023	72.7%	18,520	25,478	313	75.5%	171,391	226,971	3,156
2022	76.4%	17,914	23,434	363	73.4%	167,760	228,529	3,380
2021	46.9%	9,379	19,996	271	43.3%	57,174	132,178	1,808
2020	42.4%	8,681	20,488	317	71.8%	165,986	231,188	3,518
2019	70.2%	17,533	24,988	359	68.7%	143,911	209,603	3,145
2018	79.1%	15,758	19,920	312	77.4%	142,177	183,682	2,884

Airline/destination specific simple load factors for March 2024 were American/DFW 82.9%, American/PHX 79.8%, United/DEN 92.9%, United/LAX 80.0%, United/SFO 64.8% Alaska/SAN 82.7%, Alaska/SEA 75.1%, and Allegiant/LAS 84.4%.

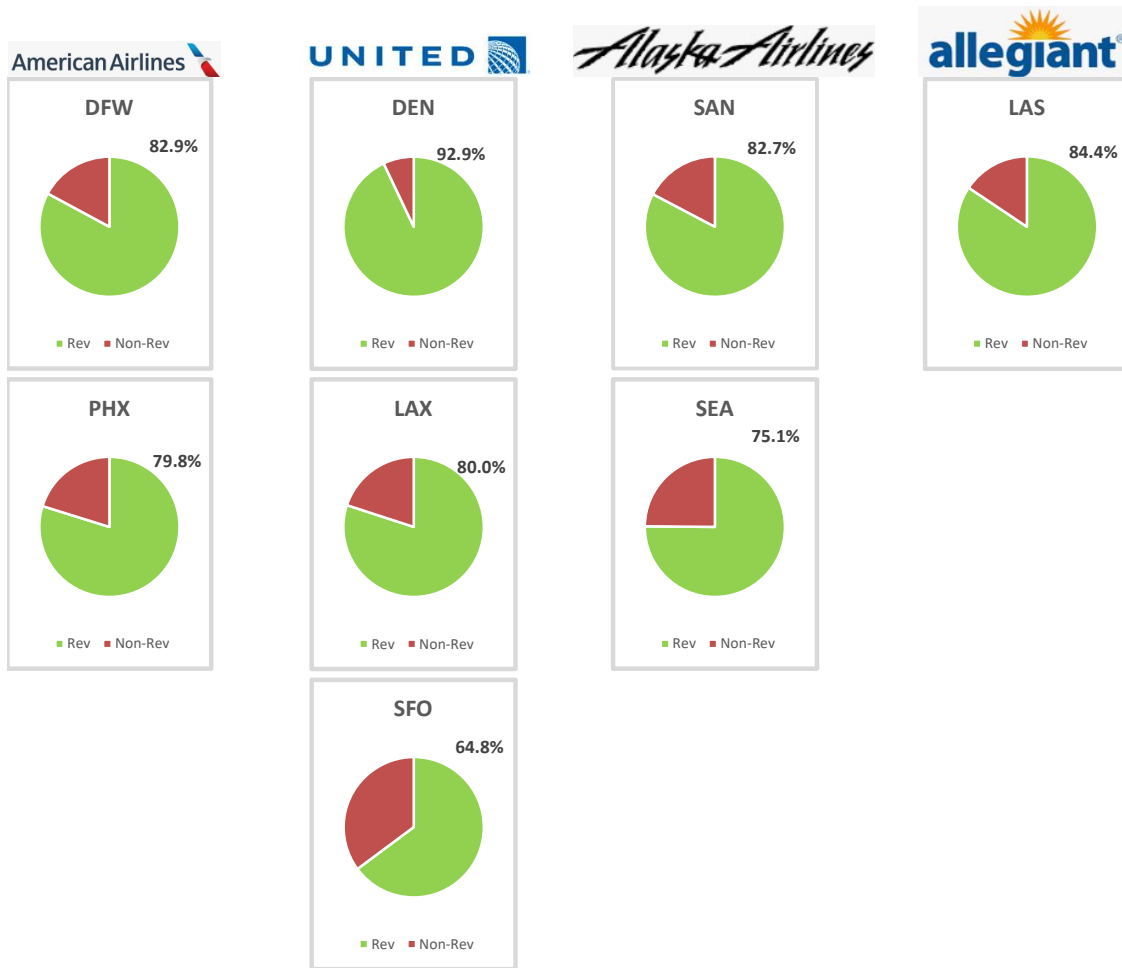
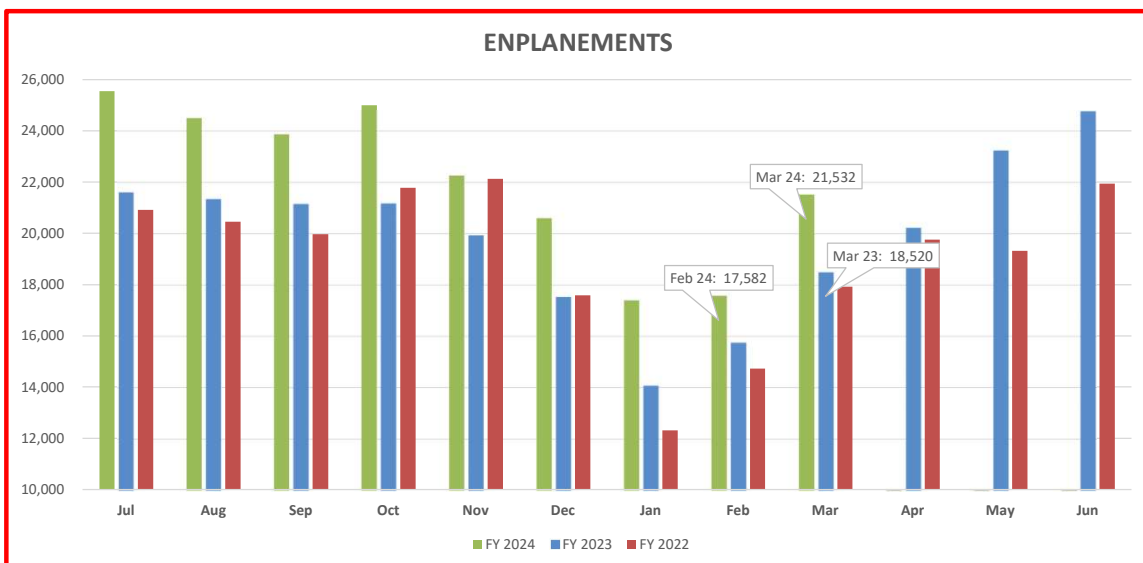


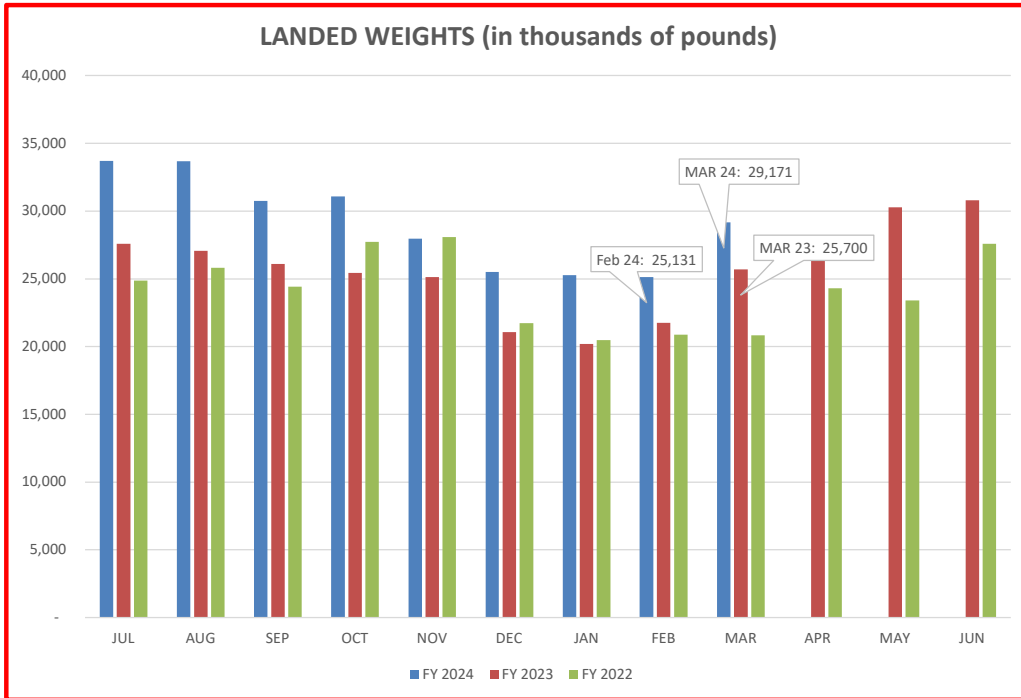
Chart 7 below presents a comparison of monthly enplanements for FY 2024 to all FY 2023 and FY 2022 enplanements (which reflect the seasonality of the Airport's business cycle). When comparing enplanements for March 2024 (21,532) and February 2024 (17,582), enplanements increase by 3,950. When comparing March 2024 to March 2023, enplanements increased by 3,012/16.3%: (21,532) vs. (18,520).



LANDED WEIGHTS. Chart 8 compares the Airport's landed weights for FY 2024 to FY 2023. We anticipate landed weights for FY 2024 to increase as American continues up-gauging with heavier aircraft (the Mainline A319 has a MGLW of 137,788 pounds, as compared to a MGLW of 74,957 pounds for the Regional Embraer 175).

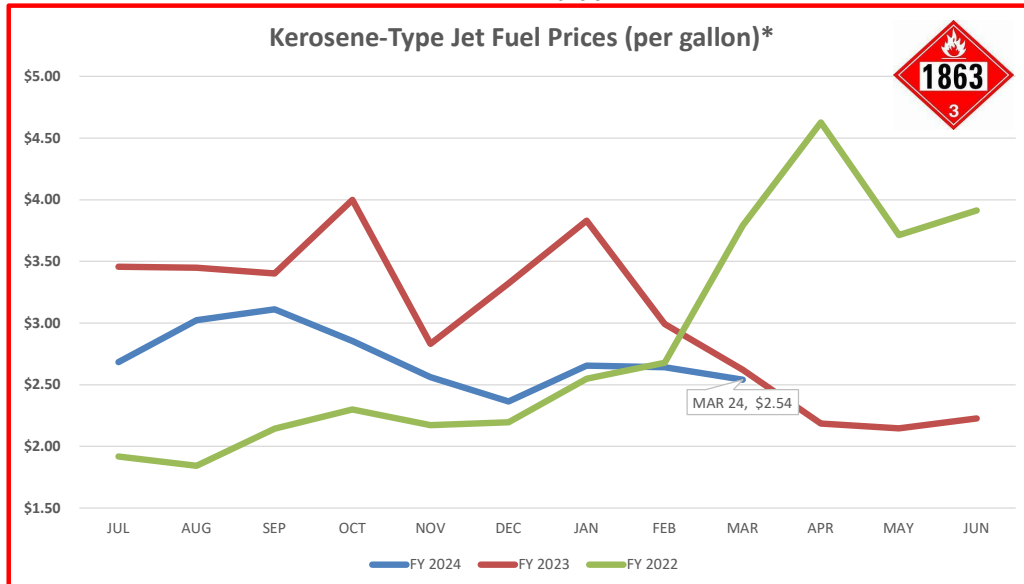
Total landed weights for March 2024 were 29,171K pounds, an increase of 3,471K pounds over the 25,700K pounds landed in the comparable period in 2023, and an increase of 4,040K pounds over the 25,131K pounds landed in February 2024, due primarily to the anticipated increase in seasonal demand and additions of flights (312 in March vs. 302 in February).

Chart 8



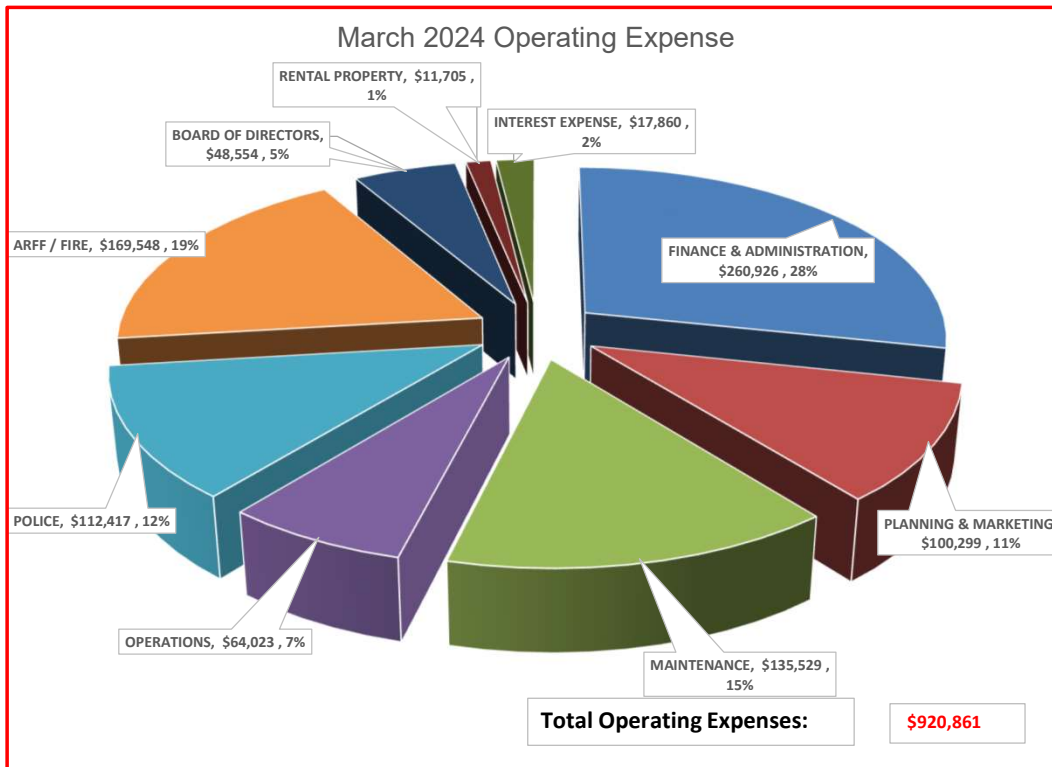
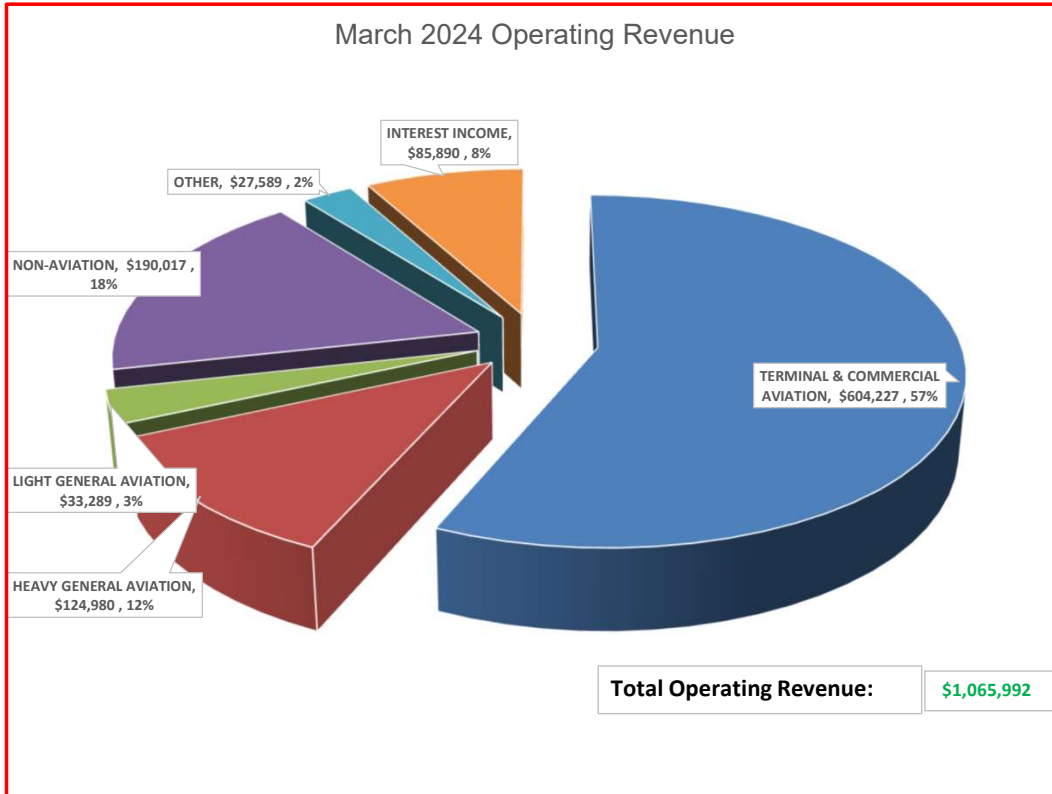
JET FUEL PRICES. Fuel (after crew costs) is an airline's largest operating cost, comprising as much as 29% of operating expenses. Rising fuel costs may put negative pressure on air carrier profitability, and as such it is an important macro indicator. Jet Fuel Prices are 100% correlated to fluctuations in crude oil spot prices, plus fluctuations in the Crack Spread (the Refinery's margin). **Chart 9** tracks the historical wholesale prices over the last 3 fiscal years.

Chart 9

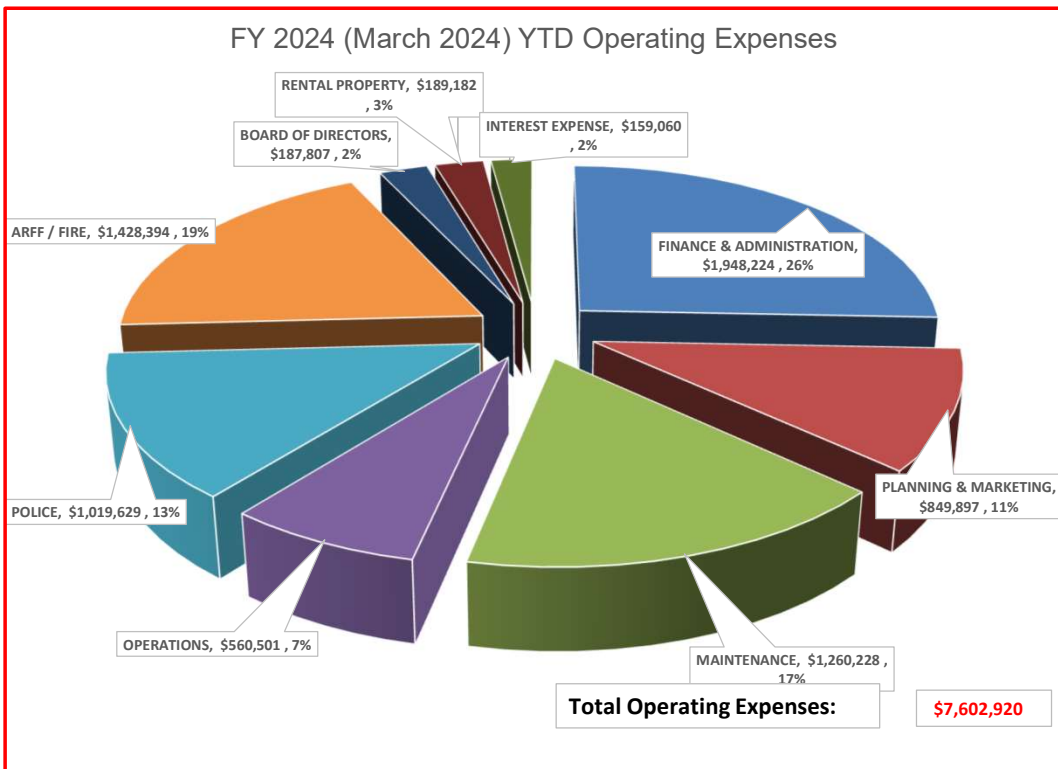
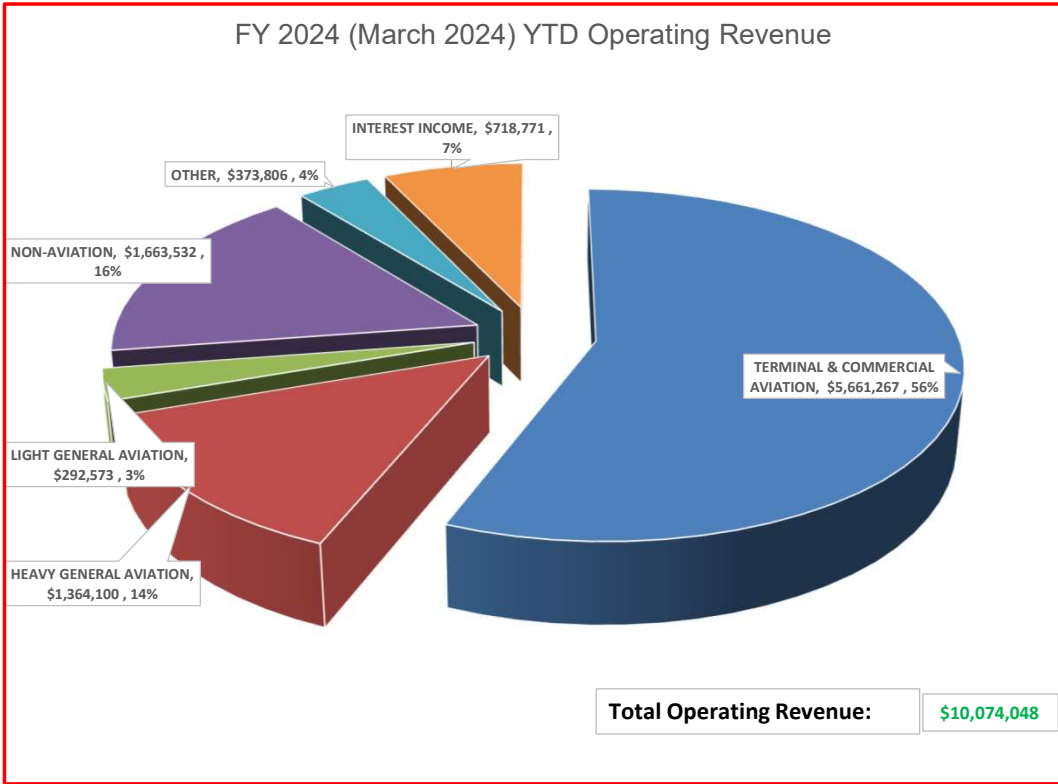


* Source: Federal Reserve Economic Data; Kerosene-Type Jet Fuel Prices: U.S. Gulf Coast.

Monterey Peninsula Airport District



Monterey Peninsula Airport District



AIRPORT DISTRICT OPERATING AND FINANCIAL PERFORMANCE SUMMARY

March 2024

OPERATING STATISTICS	March 2024	Budget	%	March 2023	YTD FY 24	Budget	%	YTD FY 23
AIRPORT ACTIVITY								
Air Carrier Landings ¹	312	327	-5%	313	3,133	2,983	5%	3,156
Landed Weight (in thousands of pounds)	29,171	29,341	-1%	25,700	262,273	253,060	4%	220,234
Enplanements	21,532	22,116	-3%	18,520	198,318	188,715	5%	171,275
Passengers (emp/dep)	42,855			37,377	397,449			340,436
Total Cargo (in pounds)	50,407			58,535	470,471			469,700
Commercial	1,249			1,151	12,788			12,677
General Aviation	2,900			2,476	27,542			26,169
Military	172			87	524			1,575
TOTAL AIRCRAFT OPERATIONS	4,321			3,714	40,854			40,421
VEHICLE EXIT COUNT								
Long Term (1) Lot	2,215	1,888	17%	2,199	23,443	16,884	39%	18,297
Upper Short Term (2) Lot	2,545	2,199	16%	1,888	21,850	18,513	18%	16,341
Lower Short Term (3) Premium Lot	6,561	6,063	8%	6,063	52,894	52,285	1%	52,274
TOTAL VEHICLE EXIT COUNT	11,321	10,150	12%	10,150	98,187	87,682	12%	86,912

1: Cancelled Flight Landings: Current Month =2 (0 - Alaska /0 - Allegiant /0 - American /0 - United) FYTD = 35 (1 - Alaska /0 - Allegiant /15 - American /19 - United)

	March 2024 ACTUAL	March 2024 Budget	\$ ▲ Favorable ▼ Unfavorable	March 2023 ACTUAL	YTD FY 24 ACTUAL	Budget	\$ ▲ Favorable ▼ Unfavorable	YTD FY 23 ACTUAL
OPERATING REVENUE								
TERMINAL								
CA Landing, RON, Apron, and Fuel Flowage Fees	\$ 113,262	\$ 122,019	(\$8,757) ▼	\$ 87,221	\$ 1,082,760	\$ 1,049,994	\$32,766 ▲	771,095
Rents	170,055	166,348	3,708 ▲	147,032	1,555,131	1,497,128	58,003 ▲	1,305,697
TCP, Taxi & TNC Operator Permits	208	433	(225) ▼	420	7,467	4,157	3,310 ▲	4,351
Taxi Trip Fees	2,909	3,294	(385) ▼	2,363	23,594	29,843	(6,249) ▼	27,762
TNC Trip Fees and Peer-to-Peer Rentals	23,013	16,613	6,400 ▲	16,613	202,299	153,385	48,914 ▲	150,300
Concessions	24,846	25,266	(420) ▼	25,107	231,950	222,182	9,768 ▲	206,715
Rental Car	145,881	136,084	9,797 ▲	144,804	1,428,837	1,420,934	7,903 ▲	1,338,832
Parking	124,051	113,518	10,533 ▲	96,810	1,129,230	987,381	141,849 ▲	838,987
HEAVY GENERAL AVIATION								
GA Landing and Special Event Fees	31,767	30,371	1,396 ▲	24,533	406,767	387,386	19,381 ▲	333,859
FBO Rent	54,089	53,199	890 ▲	58,677	532,549	505,503	27,046 ▲	528,093
Fuel Flowage Fees	39,124	34,543	4,581 ▲	31,969	424,784	373,959	50,825 ▲	356,776
LIGHT GENERAL AVIATION								
	33,289	45,913	(12,624) ▼	33,003	292,573	361,897	(69,324) ▼	301,272
NON-AVIATION								
	190,017	179,839	10,178 ▲	181,535	1,663,532	1,653,219	10,313 ▲	1,652,694
OTHER OPERATING REVENUE								
	27,589	28,869	(1,280) ▼	31,212	373,806	302,788	71,018 ▲	461,336
INTEREST INCOME								
	85,890	36,060	49,831 ▲	98,612	718,771	373,901	344,870 ▲	185,602
TOTAL OPERATING REVENUE	\$ 1,065,992	\$ 992,368	\$73,624 ▲	\$ 979,910	\$ 10,074,048	\$ 9,323,656	\$750,393 ▲	\$ 8,463,372

OPERATING EXPENSE								
Finance & Administration	\$ 260,926	\$ 183,236	(\$77,690) ▼	\$ 230,332	\$ 1,948,224	\$ 1,900,988	(\$47,236) ▼	1,742,263
Planning & Marketing	100,299	87,069	(13,229) ▼	51,982	849,897	910,851	60,954 ▲	509,477
Maintenance & Custodial Services	135,529	144,157	8,629 ▲	113,185	1,260,228	1,351,059	90,831 ▲	1,133,898
Airport Operations	64,023	70,147	6,124 ▲	46,449	560,501	640,334	79,834 ▲	412,586
Police Services	112,417	115,245	2,828 ▲	97,773	1,019,629	1,038,716	19,088 ▲	887,286
ARFF/Fire Services	169,548	171,892	2,344 ▲	137,539	1,428,394	1,437,813	9,420 ▲	1,244,013
Board of Directors	48,554	15,290	(33,263) ▼	26,002	187,807	147,846	(39,960) ▼	170,205
Office Rentals	11,705	7,905	(3,800) ▼	6,132	189,182	106,444	(82,738) ▼	115,009
Interest Expense	17,860	17,833	(27) ▼	1,881	159,060	160,891	1,831 ▲	17,411
TOTAL OPERATING EXPENSE	\$ 920,861	\$ 812,775	(\$108,085) ▼	\$ 711,275	\$ 7,602,920	\$ 7,694,944	\$92,024 ▲	\$ 6,232,148

OPERATING INCOME	\$ 145,132	\$ 179,593	(\$34,461) ▼	\$ 268,635	\$ 2,471,129	\$ 1,628,712	\$842,417 ▲	\$ 2,231,223
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DISTRICT CAPITAL EXPENDITURES (See Page 20)	\$ (80,405)	\$ (193,028)	\$112,623 ▲	\$ (635,725)	\$ (3,078,950)	\$ (5,765,553)	\$2,686,603 ▲	\$ (7,558,328)
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DEBT SERVICE - PRINCIPAL ONLY	\$ (4,442)			\$ (4,442)	\$ (118,869)			\$ (183,177)
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MONTEREY PENINSULA AIRPORT DISTRICT

Statements of Net Position

	Mar. 31, 2024 (Unaudited)	June 30, 2023 (Audited)
ASSETS:		
Current assets:		
Unrestricted:		
Cash	\$ 395,907	\$ 1,983,524
Investments - L.A.I.F.	166,964	492,500
Investments - T-Bills	15,770,591	14,470,883
Investments - Negotiable CDs	891,703	873,032
Accounts receivable, net of \$10,000 allowance	681,905	644,659
Accrued Interest receivable	25,691	159,451
Leases receivable (GASB 87), current portion ⁽¹⁾	1,073,014	1,073,013
FAA Grant Receivable	-	941,320
Prepaid and other assets	490,246	340,723
	<u>19,496,021</u>	<u>20,979,105</u>
Restricted:		
Cash	328,797	2,910,566
Investments - T-Bills	3,127,432	396,872
Investments - Negotiable CDs	297,203	290,389
Accrued Interest Receivable	6,497	1,517
Total restricted current assets	<u>3,759,929</u>	<u>3,599,344</u>
Total Current Assets	<u>23,255,950</u>	<u>24,578,449</u>
Noncurrent assets:		
Leases receivable (GASB 87), net of current portion ⁽¹⁾	9,578,299	9,574,583
Tenant receivable, net of current portion	15,035	40,260
Right-of-Use (GASB 96), net of current portion	11,581	11,581
Capital assets:		
Construction-in-Process	28,277,318	12,068,064
Non-depreciable land	4,206,755	4,206,755
Depreciable capital assets, net	70,886,496	75,504,376
Total Capital assets:	<u>103,370,569</u>	<u>91,779,195</u>
Total Noncurrent assets:	<u>112,975,483</u>	<u>101,405,619</u>
Total Current and Noncurrent assets:	<u>136,231,433</u>	<u>125,984,068</u>
DEFERRED OUTFLOWS OF RESOURCES:		
Actuarial valuation of deferred outflows related to pensions ⁽²⁾	5,098,192	5,098,192
Actuarial valuation of deferred outflows related to OPEB ⁽⁴⁾	310,596	310,596
	<u>5,408,788</u>	<u>5,408,788</u>
LIABILITIES:		
Current liabilities:		
Accounts Payable	1,975,616	1,228,176
Accrued liabilities	265,606	87,174
Accrued Interest	186,111	38,008
Unearned revenues, current portion	52,002	53,024
Loans payable, current portion	346,678	346,678
SBITA (GASB 96) liability	11,581	11,581
Funds held in trust (CFCs)	1,469,758	1,055,030
Accrued compensated absences, current portion	48,588	30,689
Total Current Liabilities	<u>4,355,939</u>	<u>2,850,360</u>
Long-term liabilities:		
Security deposits	432,474	449,333
Unearned revenues, net of current portion	214,510	221,167
Accrued compensated absences, net of current portion	140,986	140,986
Actuarial valuation of net pension liability ⁽⁶⁾	5,802,890	5,802,890
Actuarial valuation of OPEB liability ⁽⁷⁾	1,560,497	1,560,497
Loans payable, net of current portion	5,514,030	5,632,900
Total Long-Term Liabilities	<u>13,665,387</u>	<u>13,807,773</u>
Total Liabilities	<u>18,021,326</u>	<u>16,658,133</u>
DEFERRED INFLOWS OF RESOURCES:		
Actuarial valuation of deferred inflows related to pensions ⁽³⁾	5,009,360	5,009,360
Actuarial valuation of deferred inflows related to OPEB ⁽⁵⁾	901,675	901,675
Deferred inflows related to leases (GASB 87) ⁽¹⁾	10,646,596	10,647,596
Total Deferred Inflows of Resources	<u>16,557,631</u>	<u>16,558,631</u>
NET POSITION:		
Net investment in capital assets	95,526,786	84,679,500
Restricted - unspent Passenger Facilities Charges	265,156	1,664,398
Restricted - Cash Assets	39,121	1,007,340
Unrestricted	11,230,201	10,824,852
	<u>\$ 107,061,265</u>	<u>\$ 98,176,090</u>

See Notes to Statements of Net Position.

**Notes to Statement of Net Position
As of Mar. 31, 2024**

	Lease Receivable	Lease Interest	Total Lease Payments
1. Lease Receivable (GASB 87)			
Current:			
FY 2024	\$ 1,073,014	\$ 419,353	\$ 1,492,367
Noncurrent:			
FY 2025	1,011,166	376,462	1,387,628
FY 2026	963,291	335,558	1,298,849
FY 2027	1,009,339	294,952	1,304,291
FY 2028	753,742	256,507	1,010,249
FY 2029-FY2033	2,273,229	930,468	3,203,697
FY 2034-FY2038	1,013,424	620,612	1,634,036
FY 2039-FY2043	990,675	429,584	1,420,259
FY 2044-FY2048	1,031,456	209,214	1,240,670
FY 2048-FY2053	528,260	48,723	576,983
	9,574,582	3,502,080	13,076,662
	\$ 10,647,596	\$ 3,921,433	\$ 14,569,029

The District recognizes lease revenues by category and three categories were impacted by the implementation of GASB 87: General Aviation, Terminal Concessions and Non-Aviation revenue categories.

GASB 87 specifically excludes Regulated leases for which the District is the lessor. Terminal space, aircraft hangars, and recreational vehicle parking space future lease revenue are excluded.

	Combined	Miscellaneous	Safety
2. Deferred Outflows of Resources related to Pensions			
Pension contributions subsequent to measurement date	\$ 627,970	\$ 163,779	\$ 464,191
Changes of Assumptions	588,906	237,316	351,590
Differences between expected and actual experience	190,821	46,509	144,312
Net Difference between Projected and Actual Earnings	974,857	424,218	550,639
Adjustments due to differences in proportions	57,913	41,834	16,079
Difference in actual to proportionate share contribution	2,657,725	616,663	2,041,062
	\$ 5,098,192	\$ 1,530,319	\$ 3,103,682

	Combined	Miscellaneous	Safety
3. Deferred Inflows of Resources related to Pensions			
Differences between expected and actual experience	\$ 69,015	\$ 31,149	\$ 37,866
Adjustments due to differences in proportions	4,510,691	954,611	3,556,080
Differences between actual contributions and the proportionate share of contributions	429,653	64,710	364,943
	\$ 5,009,359	\$ 1,050,470	\$ 3,958,889

The District's proportion of the net pension liability was based on the District's share of the actuarial accrued liability of the cost-sharing plan, less the District's share of the fiduciary net position.

4. Deferred Outflows of Resources related to OPEB	
Changes in assumptions	\$ 131,614
Differences between expected and actual experience	106,767
Contributions made subsequent to the Measurement Date	72,215
	\$ 310,596

5. Deferred Inflows of Resources related to OPEB	
Changes in assumptions	\$ 419,478
Differences between expected and actual experience	482,197
	\$ 901,675

6. Net Pension Liability	
CalPERS - Miscellaneous Plan (6/30/2022 Measurement Date)	\$ 2,315,936
CalPERS - Safety Plan (6/30/2022 Measurement Date)	3,486,953
	\$ 5,802,889

7. Total OPEB Liability	
Police	\$ 695,401
Fire	338,285
Miscellaneous Plan	526,811
	\$ 1,560,497

MONTEREY PENINSULA AIRPORT DISTRICT
Statement of Cash Flows

	March 2024 (Unaudited)	FYTD 2024 (Unaudited)
CASH FLOWS FROM OPERATING ACTIVITIES:		
Receipts from customers	\$ 837,324	\$ 9,719,823
Payments to vendors for goods and services	(2,447,711)	(12,061,020)
Payments for employees pension and OPEB benefits	(46,501)	(392,562)
Payments to employees for services	(265,906)	(2,229,087)
Net Cash Provided (Used) by Operating Activities	(1,922,794)	(4,962,846)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:		
Proceeds from FAA Grants and Passenger Facilities Charges	1,672,984	11,909,415
Proceeds from Customer Facilities Charges	-	26,834
Acquisition and construction of capital assets	(113,340)	(8,220,932)
Interest paid on loans	-	(10,957)
Principal paid on loans	(4,442)	(118,869)
Net cash provided (used) by capital and related financing activities	1,555,202	3,585,490
CASH FLOWS FROM INVESTING ACTIVITIES:		
Investment income received	84,845	849,041
Investments matured (purchased)	117,773	(3,722,821)
Net cash (used) by investing activities	202,618	(2,873,779)
CASH FLOWS FROM NON-OPERATING ACTIVITIES:		
	-	81,750
Net Change in Cash and Cash equivalents	(164,973)	(4,169,386)
Cash and Cash Equivalents at Beginning of Period	889,678	4,894,090
Cash and Cash Equivalents at End of Period	\$ 724,704	\$ 724,704
STATEMENT OF NET POSITION		
CLASSIFICATION OF CASH AND CASH EQUIVALENTS:		
Unrestricted	\$ 395,907	\$ 395,907
Restricted	328,797	328,797
Total cash and cash equivalents	\$ 724,704	\$ 724,704
Reconciliation of operating loss to net cash provided (used) by operating activities:		
Operating Loss after Depreciation and Amortization	\$ (445,316)	\$ (2,282,175)
Adjustments to reconcile operating loss to net cash provided by operating activities:		
Depreciation and amortization	522,417	4,733,516
(Increase) decrease in:		
Accounts receivable	(162,787)	(41,963)
Prepaid and other current assets	61,987	(112,717)
Increase (decrease) in:		
Accounts payable	(2,049,290)	(7,838,299)
Accrued liabilities	131,818	157,601
Interest Payable	-	-
Security deposits	(2,175)	(16,860)
Unearned revenues	22,184	407,048
Accrued compensated absences	(1,633)	31,003
Total Adjustments	(1,477,478)	(2,680,672)
Net cash provided (used) by operating activities	\$ (1,922,794)	\$ (4,962,846)
Non-cash capital and related financing activities:		
Acquisition of capital assets in accounts payable	\$ 1,983,074	\$ 1,983,074
Accrued interest on CEC and CalTrans loans	\$ 17,860	\$ 159,060

MONTEREY PENINSULA AIRPORT DISTRICT
FINANCIAL STATEMENTS UNAUDITED

	FY 2024 March ACTUAL	FY 2024 YEAR-TO-DATE ACTUAL
SOURCES AND USES OF CASH -- OPERATIONS		
SOURCES OF CASH:		
CASH RECEIVED - OPERATING REVENUE	\$ 980,102	\$ 9,355,278
CASH RECEIVED - INTEREST INCOME	85,890	718,771
CASH RECEIVED	<u>1,065,992</u>	<u>10,074,048</u>
USES OF CASH -- OPERATIONS:		
CASH (DISBURSED) - OPERATING EXPENSE	(903,000)	(7,443,860)
CASH (DISBURSED) - DEBT SERVICE (INTEREST EXPENSE)	(17,860)	(159,060)
CASH (DISBURSED) - DEBT SERVICE (PRINCIPAL REDUCTION)	<u>(4,442)</u>	<u>(118,869)</u>
CASH (DISBURSED)	<u>(925,302)</u>	<u>(7,721,789)</u>
CHANGE IN CASH POSITION FROM OPERATIONS & DEBT SERVICE	<u>140,690</u>	<u>2,352,259</u>
USES OF CASH -- CAPITAL PROGRAM:		
CASH (DISBURSED) - ALL CAPITAL PROJECTS (See Page 20)	(2,035,414)	(16,217,465)
CASH REIMBURSED - ALL CAPITAL PROJECTS (See Page 21)	<u>1,706,997</u>	<u>12,050,641</u>
CHANGE IN CASH POSITION FROM CAPITAL PROGRAM	<u>(328,418)</u>	<u>(4,166,824)</u>
CHANGE IN CASH POSITION FROM OPERATIONS, CAPITAL & DEBT SERVICE	<u>\$ (187,728)</u>	<u>\$ (1,814,565)</u>

FISCAL YEAR 2024
FINANCIAL STATEMENTS UNAUDITED
Construction-In-Progress
March 31, 2024

Project Number/AIP #	Project Name	Balance at 30-Jun-23	FYTD Additions	FYTD Placed in Service	Balance at March 31, 2024	Total Spent And/Or Committed	Total Project Budget	Percentage Physically Complete
CFC Funded:								
2019-03	Water Distribution System	\$ 937,761	\$ 16,719		\$ 954,480	\$ 3,198,144	\$ 2,828,058	34%
FAA/PFC Funded:								
2022-01/AIP 79	SEP Phase B1/B2/B3 - ARFF D & C	5,279,526	5,066,541		10,346,068	11,161,991	11,209,740	92%
2024-01	SEP Phase D1 - Terminal Design (BIL ATP)	0	1,304,227		1,304,227	4,966,546	3,150,000	41%
2023-03	Commercial Apron	0	6,751,028		6,751,028	41,226,842	44,707,180	15%
		5,279,526	13,121,796	0	18,401,322	57,355,378	59,066,920	
District Only Funded:								
2020-14	Northwest Building Abatement	203,879	-		203,879	203,879	350,000	58%
2023-01	SEP Phase D1 - Terminal Design ¹	195,858	837,547		1,033,404	1,033,404	3,664,550	28%
2023-03	Commercial Apron ²	-	83,334		83,334	81,834	81,834	0%
2023-04	2801 Property Repairs	40,871	372,630		413,501	415,932	440,000	94%
2023-05	Fred Kane to Skypark Paving	31,661	257,016		288,677	288,677	350,000	82%
2023-08	SE Hangar Relocation - \$7M	5,309,298	1,334,817		6,644,115	7,080,527	7,100,000	94%
2024-02	New Maintenance EV Truck	-	61,000		61,000	61,000	61,000	100%
2024-03	Airfield and Property Maintenance	-	155,037		155,037	100,493	225,000	69%
2024-04	Terminal Area Improvements	-	38,569		38,569	41,000	55,000	70%
		5,781,566	3,139,950	-	8,921,516	9,306,747	12,327,384	
		\$ 11,998,854	\$ 16,278,465	\$ -	\$ 28,277,318	\$ 69,860,269	\$ 74,222,362	
FY 2024 Closed Projects:								
2023-07	West Hold Room Passenger flow upgrades	\$ 69,210	\$ 58,004	\$ (127,214)	\$ -		\$ 165,000	100%

¹Funds advanced by District as authorized by Resolution #1855.

FISCAL YEAR 2024
Airport Capital Improvements / Capital Expenditures
FINANCIAL STATEMENTS UNAUDITED
March 31, 2024

Airport Improvement Programs

District Expenditures
AIP -- FAA Funded Expenditures
AIP -- PFC Funded Expenditures
AIP -- CFC Funded Expenditures
Total Capital Improvement Expenditures

Actual FY 2024	
Current Period	
\$ 80,404.95	4%
1,707,202.89	84%
247,806.63	12%
-	0%
\$ 2,035,414.47	100%

Actual FY 2024	
Year-To-Date	
\$ 3,078,949.87	19%
11,952,827.00	74%
1,168,969.23	7%
16,718.78	0%
\$ 16,217,464.88	100%

FY 2024 District Capital Expenses/Budget:

	March 2024	Budget	Actual FYTD	Budget FYTD
CFC Funded:				
2019-03 Water Distribution System	\$ -	-	\$ 16,718.78	\$ 1,975,532.00
FAA/PFC Funded:				
2022-01 SEP Phase B1/B2/B3-ARFF Design	-	-	5,066,541.47	6,400,216.00
2023-03 Commercial Apron Construction	1,955,009.52	2,120,000.00	6,751,027.65	14,477,180.00
2024-01 Terminal Design (BIL ATP)	-	262,500.00	1,304,227.11	2,362,500.00
	<u>1,955,009.52</u>	<u>2,382,500.00</u>	<u>13,121,796.23</u>	<u>23,239,896.00</u>
District Funded:				
2020-14 Northwest Building Abatement	-	-	-	146,000.00
2023-01 SEP Phase D1 Terminal Design ¹	22,493.00	193,028.00	837,546.81	2,313,225.00
2023-03 Commercial Apron Construction ²	-	-	83,333.86	400,000.00
2023-04 2801 Property Repairs	34,246.00	-	372,630.00	415,000.00
2023-05 Fred Kane to Skypark Pavement Improvements	-	-	257,016.00	320,000.00
2023-08 Southeast Hangar Relocation	-	-	1,334,817.04	1,791,328.00
2024-02 Vehicle Replacement	-	-	-	100,000.00
2024-03 Airfield and Property Maintenance	5,571.75	-	155,036.96	225,000.00
2024-04 Terminal Area Improvements	18,094.20	-	38,569.20	55,000.00
	<u>80,404.95</u>	<u>193,028.00</u>	<u>3,078,949.87</u>	<u>5,765,553.00</u>
	<u>\$ 2,035,414.47</u>	<u>\$ 2,575,528.00</u>	<u>\$ 16,217,464.88</u>	<u>\$ 30,980,981.00</u>

¹Funds advanced by District pending approval of BIL Entitlement Grant of \$3,322,281.

²Funds advanced by District as authorized by Resolution #1855.

FISCAL YEAR 2024
FINANCIAL STATEMENTS UNAUDITED
Non-District Funding and Reimbursements of Construction-In-Progress
Mar. 31, 2024

Project Number/AIP #	Project Name	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Totals
Reimbursements & Transfers from Restricted Cash											
CFC Funded:											
2019-03	Water Distribution System	\$ 10,513	\$ 3,123	\$ 4,273	\$ 6,582	\$ 747	\$ 700	\$ -	\$ -	\$ -	\$ 25,938
FAA Reimbursed:											
2020-12/AIP 73	Northeast GA Apron Construction		120,167								120,167
2021-04/AIP 76	SEP Phase 1 A1- Commercial Apron Design	52,501									52,501
2022-01/AIP 79	SEP Phase B1/B2/B3 - ARFF		768,652	2,706,796		1,038,720		833,760	14,051		5,361,979
2023-03/AIP 80	Commercial Apron Construction					71,555		1,521,233	1,597,078	973,791	4,163,657
2024-01/AIP 81	Terminal Design (BIL ATP)					8,622	195,608	210,394	404,567	601,240	1,420,431
		\$ 52,501	\$ 888,819	\$ 2,706,796	\$ -	\$ 1,118,897	\$ 195,608	\$ 2,565,387	\$ 2,015,696	\$ 1,575,031	\$ 11,118,735
PFC Funded:											
2020-04	CCTV and Perimeter Camera System	4,158									4,158
2020-12/AIP 73	Northeast GA Apron Construction		9,544								9,544
2022-01/AIP 79	SEP Phase B1/B2/B3 - ARFF	79,189	64,222	148,338	72,361		14,399	290			378,799
2023-03/AIP 80	Commercial Apron Construction				280	18	25,764	157,030	164,844	100,322	448,257
2024-01/AIP 81	Terminal Design (BIL ATP)						1,201	11,073	21,292	31,643	65,210
		83,347	73,766	148,338	72,641	18	41,364	168,393	186,136	131,966	905,968
	Grand Totals	\$ 146,361	\$ 965,708	\$ 2,859,407	\$ 79,223	\$ 1,119,662	\$ 237,672	\$ 2,733,780	\$ 2,201,832	\$ 1,706,997	\$ 12,050,641

FISCAL YEAR 2024
Schedule Of Cash and Investments
FINANCIAL STATEMENTS UNAUDITED

	Par Value	Settle Date	Maturity Date	Value At Mar. 31, 2024	Yield/ Interest Rate
UNRESTRICTED:					
U.S. Treasury Bills - MPAD (JP Morgan custodian):					
U.S. Treasury Bill - \$4,290,000 - 1 Month	\$ 4,290,000.00	3/21/24	4/18/24	\$ 4,272,769.45	5.28%
U.S. Treasury Bill - \$1,506,000 - 1 Month	\$ 1,506,000.00	3/28/24	4/25/24	\$ 1,499,962.95	5.26%
U.S. Treasury Bill - \$2,519,000 - 2 Month	\$ 2,519,000.00	3/21/24	5/14/24	\$ 2,499,512.39	5.29%
U.S. Treasury Bill - \$2,532,000 - 3 Month	\$ 2,532,000.00	3/21/24	6/20/24	\$ 2,499,159.89	5.28%
U.S. Treasury Bill - \$2,542,000 - 4 Month	\$ 2,542,000.00	3/21/24	7/16/24	\$ 2,499,895.27	5.25%
U.S. Treasury Bill - \$2,564,000 - 6 Month	\$ 2,564,000.00	3/21/24	9/19/24	\$ 2,499,291.48	5.19%
	<u>\$ 15,953,000.00</u>			<u>\$ 15,770,591.43</u>	
Pooled Money Investment Account - MPAD					
State of California - Local Agency Investment Fund		Various	Various	<u>167,403.19</u>	4.00%
Money Market Account - MPAD					
JP Morgan Chase - District Reserve - Money Market Account				<u>2,132.17</u>	0.01%
Royal Alliance - Certificates of Deposits and Cash Equivalents - MPAD					
American Express NATL BK		04/13/22	04/15/24	200,000.00	2.25%
Goldman Sachs Bk USA New York CTF DEP ACT/365		04/13/22	04/15/24	200,000.00	2.25%
Sallie Mae BK Salt Lake City UT CTF DEP ACT/365		06/28/22	07/08/24	250,000.00	3.30%
Capital One Bank USA New York CFT DEP ACT/365		04/13/22	04/15/25	250,000.00	2.60%
				<u>900,000.00</u>	
Cash And Cash Equivalents		Various	Various	<u>11,928.06</u>	Variable
				<u>911,928.06</u>	
General Accounts - MPAD					
JP Morgan Chase - various checking accounts				<u>381,846.85</u>	
				17,233,901.70	
Less: L.A.I.F. 12/31/2023 Fair Value Adjustment				(439.57)	
Less: CDs Mar. 31, 2024 matrix pricing adjustment				(8,297.00)	
				<u>17,225,165.13</u>	
Unrestricted Cash and Investments				<u>\$ 17,225,165.13</u>	
				\$ 395,907.08	
Unrestricted Cash				<u>16,829,258.05</u>	
Unrestricted Investments				<u>\$ 17,225,165.13</u>	

FISCAL YEAR 2024
Schedule Of Cash and Investments
FINANCIAL STATEMENTS UNAUDITED

	Par Value	Purchase Date	Maturity Date	Value At Mar. 31, 2024	Yield/ Interest Rate
RESTRICTED:					
Tenant's Security Deposits - RESTRICTED:					
U.S. Treasury Bills - MPAD (JP Morgan custodian):					
U.S. Treasury Bill - \$433,000 - 6 Months	\$ 433,000.00	3/26/24	6/20/24	<u>\$ 427,696.17</u>	5.28%
Passenger Facility Charges (PFCs) - RESTRICTED:					
Chase Bank - Passenger Facility Charges (PFCs)				<u>\$ 264,381.10</u>	0.01%
U.S. Treasury Bill - \$1,010,000 - 1-4 Month	\$ 1,010,000.00	3/21/24	Various	<u>999,554.84</u>	5.28%
Royal Alliance - Certificates of Deposits and Cash Equivalents:					
American Express NATL BK		04/13/22	04/15/24	100,000.00	2.60%
Goldman Sachs Bk USA New York CTF DEP ACT/365		04/13/22	04/15/24	100,000.00	2.25%
Capital One Bank USA New York CFT DEP ACT/365		04/13/22	04/15/25	100,000.00	3.15%
Cash and Cash Equivalents		Various	Various	3,572.11	Variable
				<u>303,572.11</u>	
				<u>\$ 1,567,508.05</u>	
Customer Facility Charges (CFCs) - RESTRICTED:					
U.S. Treasury Bill - \$262,000 - 1 Month	\$ 262,000.00	3/21/24	4/18/24	\$ 260,948.30	5.27%
U.S. Treasury Bill - \$252,000 - 2 Month	\$ 252,000.00	3/21/24	5/14/24	250,050.99	5.28%
U.S. Treasury Bill - \$253,000 - 3 Month	\$ 253,000.00	3/21/24	6/20/24	249,716.98	5.29%
U.S. Treasury Bill - \$101,000 - 3 Month	\$ 101,000.00	3/28/24	6/27/24	99,692.20	5.28%
U.S. Treasury Bill - \$508,000 - 4 Month	\$ 508,000.00	3/21/24	7/16/24	499,588.82	5.25%
Chase Bank - Customer Facility Charges (CFCs)				34,120.62	0.01%
				<u>\$ 1,394,117.91</u>	
Tenant's Security Deposits - RESTRICTED:					
Chase Bank - Money Market Account				<u>\$ 19,224.87</u>	0.01%
Airport Improvement Program - RESTRICTED:					
Chase Bank - AIP Checking Account				<u>\$ 5,000.00</u>	
CalTrans Annual Debt Service - RESTRICTED:					
U.S. Treasury Bill - \$349,000 - 6 Months	\$ 349,000.00	3/21/24	9/19/24	\$ 340,183.35	5.42%
Chase Bank - Checking Account				2,498.65	
				<u>\$ 342,682.00</u>	
Sub-Total: MPAD Cash and Investments - Restricted				3,756,229.00	
Less: CDs Mar. 31, 2024 matrix pricing adjustment				<u>(2,797.00)</u>	
Restricted Cash and Investments				<u>\$ 3,753,432.00</u>	
Restricted Cash				\$ 328,797.35	
Restricted Investments				3,424,634.65	
				<u>\$ 3,753,432.00</u>	



MONTEREY FIRE DEPARTMENT

Report to Airport Board of Directors

April 2024

1. Incident Responses

Engine assigned to Fire Station 16 (Airport) responded to a total of 55 incidents during the month as follows:

- MPAD property – 6
- City of Monterey – 39
- Other Cities in Monterey Fire Jurisdiction – 5
- Auto / Mutual Aid – 5

2. Training

Personnel completed a total of 29.0 hours of Airport-related training during the month.

Currently the following numbers of personnel are qualified in the ARFF training program:

- Awareness (familiar with operations at the Airport): 76
- Operational (qualified to work at Airport, but live fire training not current): 34
- Technician (fully qualified to be the designated ARFF fire engineer): 12

3. Other

4. Incident List – on Airport property incidents

Alarm Date / Time	Response Time	Location	Incident Type
4/7/2024 6:14 PM	0:14:33	300 Sky Park DR	Aircraft standby
4/8/2024 3:11 PM	0:01:36	200 Fred Kane DR	Alarm system sounded due to malfunction
4/9/2024 1:32 PM	0:02:17	200 Fred Kane DR	EMS call, excluding vehicle accident with injury
4/18/2024 2:09 PM	0:06:44	300 Sky Park DR	Gasoline or other flammable liquid spill
4/20/2024 9:09 AM	0:07:21	200 Fred Kane DR	No incident found on arrival
4/23/2024 10:44 PM	0:10:04	200 Fred Kane DR	Water or steam leak

TO: Michael La Pier, Executive Director
FROM: Operations Department
DATE: May 1, 2024
SUBJ: Operations Report

The following is a summary of activity of general Airport Operations for April 2024 and planned airline activities for May 2024.

1. The following reports are attached:

- April 2024 Noise Comment Report
- Operating and Expense Reports for the Taxi (through April 2024) and TNC ground transportation systems (through March 2024)
- Commercial Flight Cancellations & Delays Report for April 2024
- Commercial Flight Schedule for May 2024

2. Below is the summary of scheduled airline activity for May 2024:

Alaska Air operated by SkyWest / Horizon

- SAN operates twice a day using the E175.
- SEA operates 4 times a week using the E175.
- Scheduled to operate a monthly total of 168 flights (Arrivals and Departures)

Allegiant Air

- Continues to operate twice weekly to LAS using the Airbus 319/320 series.
- Scheduled to operate a total of 18 flights (Arrivals and Departures)

United operated by SkyWest

- SFO operates once daily using the E175.
- LAX operates twice daily using the E175.
- DEN operates twice a day using the E175.
- Scheduled to operate a monthly total of 310 flights (Arrivals and Departures)

American operated by AA / Envoy

- PHX is scheduled to operate 4 flights a day using the CRJ 700 /E175.
- DFW increases to twice a day from the 6th using the A319.
- Scheduled to operate a monthly total of 364 flights (Arrivals and Departures)

Cumulatively speaking, the airlines have increased flights by 153 (860 vs 707) compared to April 2023, an increase of 21%. The number of available seats has increased by approximately 20% (70,768 vs 58,822).

MRY AIRPORT NOISE COMMENT LOG APRIL 2024

Name	Location (Address)	Incident Date	Incident Time	Aircraft ID	</> of Flight	Caller Comments	By	Action Taken
AIR OPERATIONS CENTERED AT MONTEREY AIRPORT								
1	Barbara Block	Del Monte	4/16/2024	5:15 AM	A319	28L Dep Please work to quiet the 5:15 flight it's got to be a new flight that is bigger and loser than ever so annoying for all of us	KC	Explained that the flight was the daily departure to Dallas and that there are guidelines in place to help with noise around the airport but they are not regulatory in nature.
2	Lauren Virshup	Pasadera	4/25/2024	4:28 PM	Helicopter	Unkown Commercial helicopter (?) low over my home. Excessively loud. This kind of aircraft seems new. I'm registering a strong protest.	DW	There has been some uptick in traffic between the Airport and Big Sur due to HWY 1 Closure. When the marathon/closure is over traffic should return to normal.
3	Sarah Hunter	Seaside	4/27/2024	12:00PM	C182	28L Dep N..... is a habitual offender of noise regulation regarding touch and go. Please review past several more of flights. And why must the plane continuously repeat r/ tng?	DW	Reached out to the flight school to speak to the pilot and remind them of our guidelines
4								

AIR OPERATIONS ORIGINATING FROM ANOTHER AIRPORT

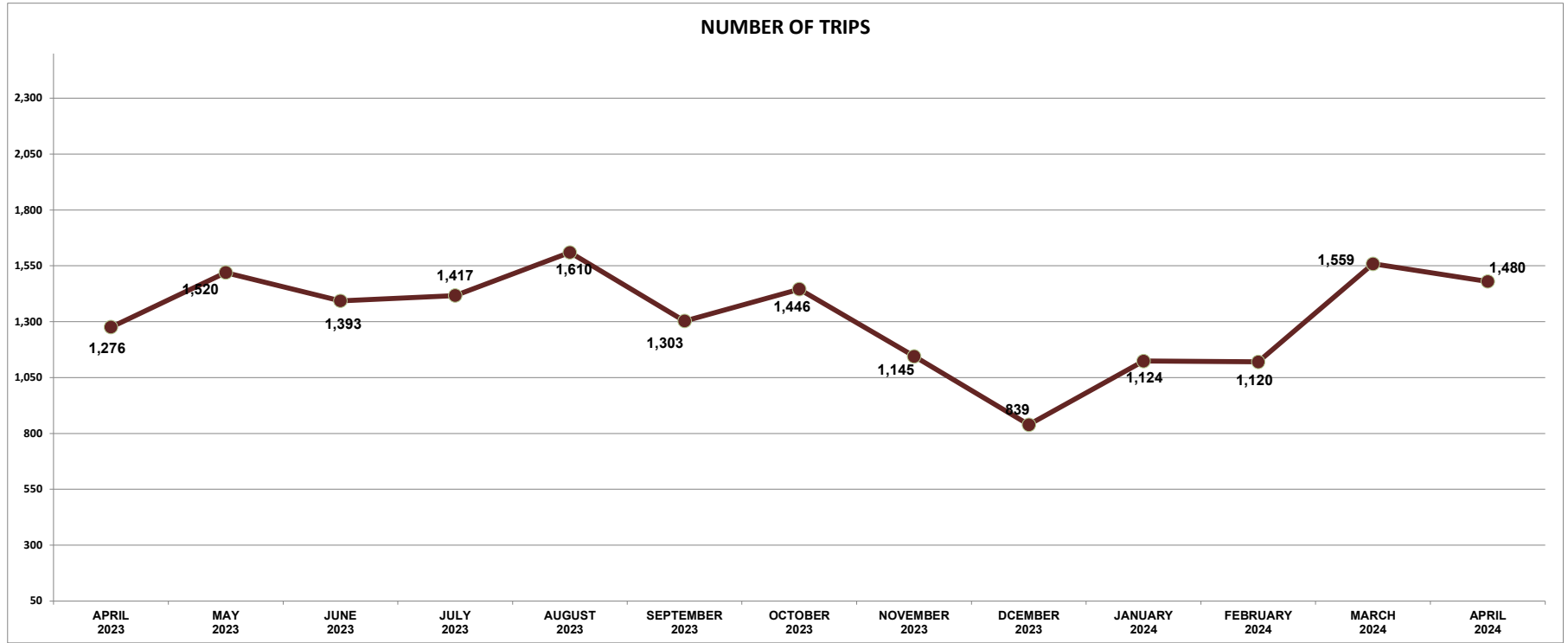
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MONTHLY TOTALS and COMPARISONS

	April-24	April-23	% Change	Other Airport	UNKNOWN ORIGINS
Number of Complaints:	3	1	200%	0	0
Number of Operations:	5,217	4,946	5%	0	0
Annual Total	12	25	-52%	0	0

13-MONTH ROLLING COMPARISON

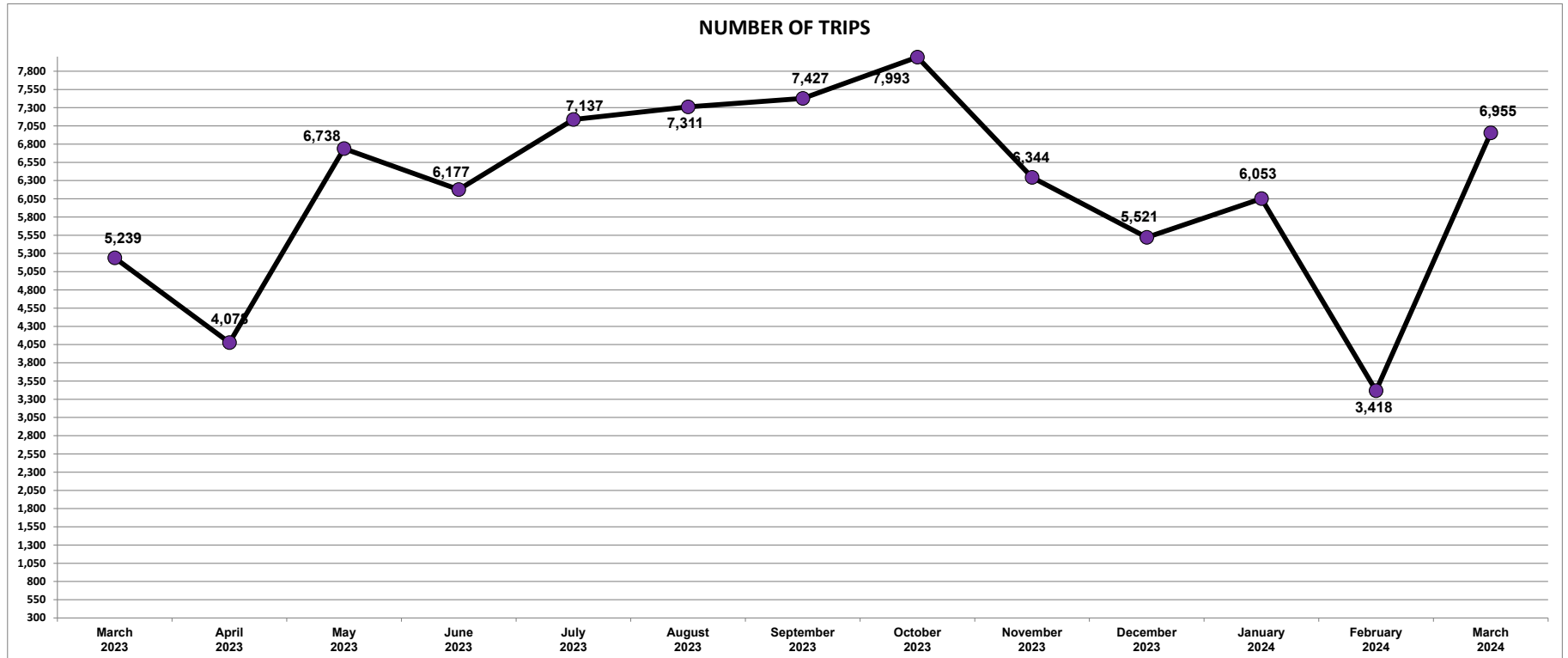
Taxis



	2023 APRIL	2023 MAY	2023 JUNE	2023 JULY	2023 AUGUST	2023 SEPTEMBER	2023 OCTOBER	2023 NOVEMBER	2023 DECEMBER	2024 JANUARY	2024 FEBRUARY	2024 MARCH	2024 APRIL
NUMBER OF TRIPS	1,276	1,520	1,393	1,417	1,610	1,303	1,446	1,145	839	1,124	1,120	1,559	1,480
PERMITS SOLD	0	0	12	14	0	1	2	0	0	0	1	1	0
TAXI TRIP FEES	\$ 3,828	\$ 4,560	\$ 4,179	\$ 4,251	\$ 4,830	\$ 3,909	\$ 4,338	\$ 3,435	\$ 2,517	\$ 3,372	\$ 3,360	\$ 4,677	\$ 4,440
TAXI PERMIT FEES	\$ 0	\$ 0	\$ 1,200	\$ 1,400	\$ 100	\$ 100	\$ 100	\$ 1,200	\$ 0	\$ 0	\$ 100	\$ 200	\$ 0
TAXI - TOTAL REVENUE	<u>\$ 3,828</u>	<u>\$ 4,560</u>	<u>\$ 5,379</u>	<u>\$ 5,651</u>	<u>\$ 4,930</u>	<u>\$ 4,009</u>	<u>\$ 4,438</u>	<u>\$ 4,635</u>	<u>\$ 2,517</u>	<u>\$ 3,372</u>	<u>\$ 3,460</u>	<u>\$ 4,877</u>	<u>\$ 4,440</u>
CURB MGMT CONTRACT													
OBD LICENSING	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,916	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004
TAXI - TOTAL EXPENSE	<u>\$ 2,083</u>	<u>\$ 2,083</u>	<u>\$ 2,916</u>	<u>\$ 3,004</u>	<u>\$ 3,004</u>	<u>\$ 3,004</u>	<u>\$ 3,004</u>	<u>\$ 3,004</u>	<u>\$ 3,004</u>	<u>\$ 3,004</u>	<u>\$ 3,004</u>	<u>\$ 3,004</u>	<u>\$ 3,004</u>
OPERATING INCOME / (LOSS)	\$ 1,745	\$ 2,477	\$ 2,463	\$ 2,647	\$ 1,926	\$ 1,005	\$ 1,434	\$ 1,631	\$ (487)	\$ 368	\$ 456	\$ 1,873	\$ 1,436
FYTD 2024 (July 2023 - June 2024) OPERATING INCOME / (LOSS)													\$ 12,288
CUMULATIVE (12-MONTH) OPERATING INCOME / (LOSS)													\$ 17,228

* February 1st swap to "OBD" system

Transportation Network Companies (TNCs)



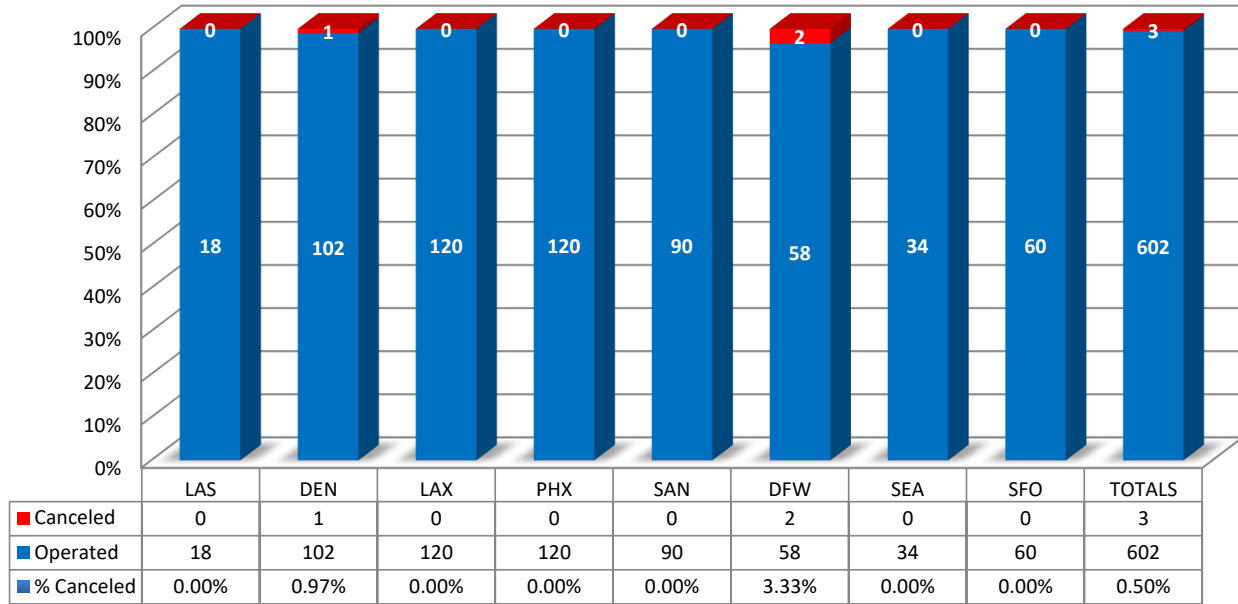
	2023 March	2023 April	2023 May	2023 June	2023 July	2023 August	2023 September	2023 October	2023 November	2023 December	2024 January	2024 February	2024 March
NUMBER OF TRIPS	5,239	4,078	6,738	6,177	7,137	7,311	7,427	7,993	6,344	5,521	6,053	3,418	6,955
NUMBER OF TNCs	2	2	2	2	2	2	2	2	2	2	2	2	2
TNC TRIP FEES	\$ 15,717	\$ 12,234	\$ 20,214	\$ 18,531	\$ 21,411	\$ 21,933	\$ 22,281	\$ 23,979	\$ 19,032	\$ 16,563	\$ 18,159	\$ 10,254	\$ 20,865
TNC PAYMENT PENALTIES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TNC - TOTAL REVENUE	<u>\$ 15,717</u>	<u>\$ 12,234</u>	<u>\$ 20,214</u>	<u>\$ 18,531</u>	<u>\$ 21,411</u>	<u>\$ 21,933</u>	<u>\$ 22,281</u>	<u>\$ 23,979</u>	<u>\$ 19,032</u>	<u>\$ 16,563</u>	<u>\$ 18,159</u>	<u>\$ 10,254</u>	<u>\$ 20,865</u>

Cumulative 12-Month Operating Income: \$ 225,456

Fiscal Year To Date (July 2023 - June 2024) Operating Income: \$ 174,477

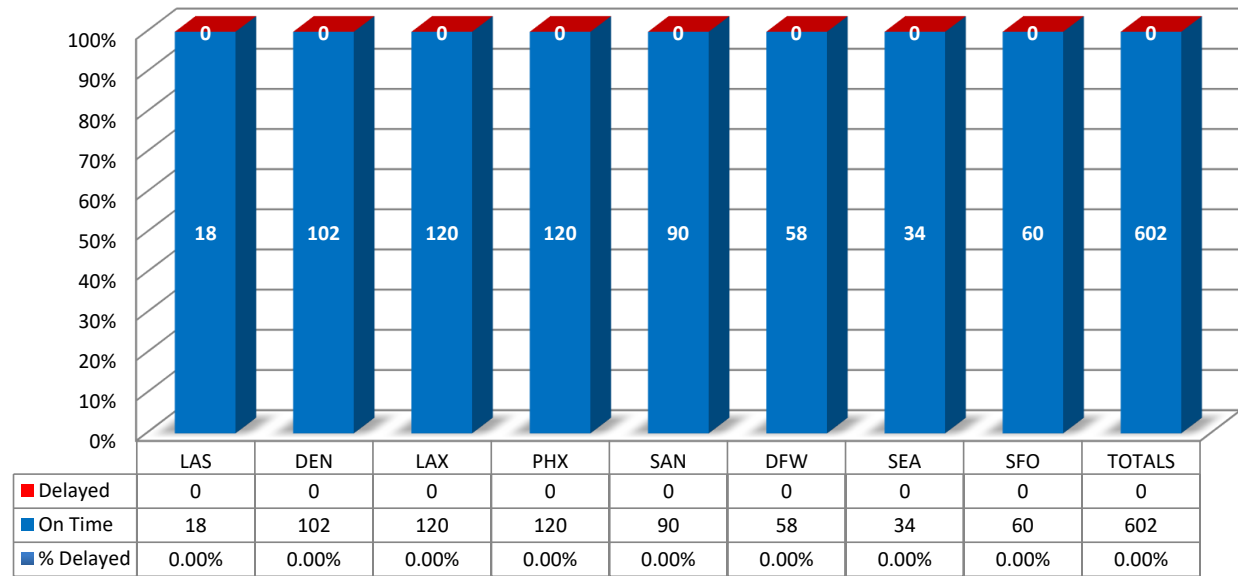
APRIL 2024

April Commercial Flights Operated vs. Canceled



TOTAL CANCELED FLIGHTS: 3

April Commercial Flights On Time vs. Delayed



TOTAL DELAYED FLIGHTS: 0



Monterey Regional Airport

May 2024 Flight Schedule



		ARRIVALS					DEPARTURES						
Aircraft Type (Seats)	FROM	AIRLINE	FLIGHT	TIME	SCHD	TO	AIRLINE	FLIGHT	TIME	SCHD	Aircraft Type (Seats)		
CRJ700 (66)	PHX	American Airlines	4967	12:49 AM	24	DFW	American Airlines	1770	5:10 AM	DAILY	A319 (128)		
CRJ700 (66)	PHX	American Airlines	3185	9:20 AM	DAILY	DEN	UNITED	5475	5:15 AM	DAILY	EMB175 (76)		
EMB175 (76)	LAX	UNITED	5310	9:45 AM 11:45 AM	1 - 22 23 - 31	PHX	American Airlines	3929	6:10 AM	DAILY	CRJ700 (66)		
A319 (128)	DFW	American Airlines	2879	11:45 AM	6-31	SFO	UNITED	4729	6:00AM 2:05 PM	2 - 31 1	EMB175 (76)		
EMB175 (76)	SFO	UNITED	5479 5670	12:20 PM 11:45 PM	1 - 22 23 - 31	SAN	Alaska	3474	6:10 AM	DAILY	EMB175 (76)		
EMB175 (76)	PHX	American Airlines	3225	12:30 PM	DAILY	PHX	American Airlines	3185	9:56 AM	DAILY	CRJ700 (66)		
EMB175 (76)	SEA	Alaska	3467	12:30PM 1:00 PM 1:00 PM	2, 3, 5, 6, 9, 12, 13 16, 17, 19, 20, 23, 24, 26, 27, 30, 31	LAX	UNITED	5658	10:35 AM 1:45 PM	1 - 22 23 - 31	EMB175 (76)		
EMB175 (76)	DEN	UNITED	5438	1:10 PM	DAILY	DFW	American Airlines	2820	12:25 PM	6-31	A319 (128)		
EMB175 (76)	SAN	Alaska	3346	3:15 PM	DAILY	PHX	American Airlines	3347	12:40PM	DAILY	EMB175 (76)		
EMB175 (76)	PHX	American Airlines	3231	3:40 PM	DAILY	DEN	UNITED	5620	1:00 PM 12:30PM	1 - 22 23 - 31	EMB175 (76)		
CRJ700 (66)	PHX	American Airlines	3262	7:30 PM	DAILY	SEA	Alaska	3467	1:00 PM 2:10 PM 2:10 PM	2, 3, 5, 6, 9, 12, 13 16, 17, 19, 20-22, 23, 24, 26-30, 31	EMB175 (76)		
EMB175 (76)	LAX	UNITED	5398	7:40 PM	DAILY	SAN	Alaska	3346	3:55 PM	DAILY	EMB175 (76)		
A319 (128)	DFW	American Airlines	1563	8:40PM 9:30 PM	4 1, 2, 3, 5-31	PHX	American Airlines	3231	4:20 PM	DAILY	CRJ700 (66)		
EMB175 (76)	DEN	UNITED	4701	8:50 PM	DAILY	LAX	UNITED	5482	8:25 PM	DAILY	EMB175 (76)		
EMB175 (76)	SAN	Alaska	3392	10:15 PM	DAILY	PHX	American Airlines	5482	9:00 PM	23	CRJ700 (66)		
A319 (156))	LAS	allegiant	52	3:50 PM 4:30 PM 9:23 PM	17, 20, 24 27, 31 3, 6, 10, 13	LAS	allegiant	53	4:40 PM 5:20 PM 10:13 PM	17, 20, 24 27, 31 3, 6, 10, 13	A319 (156))		

*Flight Schedule is general information and subject to change. Schedules are updated monthly and can change daily. Please contact your airline for further information.

TO: Michael La Pier, Executive Director
FROM: Chris Morello, Deputy Executive Director
DATE: May 1, 2024
SUBJ: Planning/Marketing and Capital Projects Monthly Report

Attached is the current monthly Project Report for the Planning and Marketing Departments with the following highlights for April 2024:

➤ **Commercial Apron Construction**

- Construction continues to move forward, although the weather has caused some delays for relocation of the long-term parking lot. It is currently anticipated that the long-term parking lot will be available to open late May or early June 2024.

➤ **Joint Chamber California Rodeo Mixer**

- Together with the CA Rodeo, the Monterey Peninsula Chamber of Commerce and the Salinas Valley Chamber of Commerce have scheduled the Annual Joint Chamber Rodeo Mixer that is held at MRY on the observation deck for June 27, 2024, from 5:30- 7:00 pm.

➤ **Youth Art At the Airport Opening Reception**

- The reception for the Monte Vista School students on April 11, 2024 was well attended.



03 May 24

From: Executive Officer, Naval Postgraduate School, Staff Military Element
To: Monterey Regional Airport Board of Directors

Subj: BIG SUR MARATHON SPONSORSHIP LETTER OF APPRECIATION

Working with the Monterey Regional Airport (MRY) during the Big Sur International Marathon was an exceptional experience, thanks to the remarkable efforts of Chris Morello and her dedicated team. Their proactive approach in sponsoring runners from the Naval Postgraduate School (NPS) for this sold-out event exemplifies their commitment to community engagement and collaboration.

From the initial outreach to the final moments of the marathon, every interaction with MRYP was characterized by professionalism and warmth. The seamless registration process, the inviting atmosphere at the United pre-race reception, and the impeccable accommodations on race day truly elevated our experience.

The success of one of our NPS runners, who proudly represented both NPS and MRYP by finishing fourth overall, underscored the strength of our partnership. This achievement not only showcased the talent nurtured at NPS but also highlighted the supportive environment fostered by MRYP.

Our team left the event feeling not just satisfied, but truly elite, thanks to the exceptional hospitality extended by MRYP. We eagerly anticipate continuing this partnership for future races, and we are excited about the possibilities that lie ahead.

As two significant pillars of the community, NPS and MRYP have the potential to make a substantial impact on Monterey as a whole. I am enthusiastic about the prospect of collaborating further to explore avenues where our organizations can continue to support and uplift one another. Together, we can serve as beacons of our beautiful community, setting a standard for partnership and excellence that resonates far beyond the confines of the marathon course.

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C. M. ROBARE
Executive Officer

FUNDING				EXPENDITURES				STATUS			
PROJECT #	AIP #	PFC	Total Project Budget	Spent in Prior Fiscal Years	FY 2024 Expenditures to Date	4/30/2024	% Physical Complete	Project Name	Current Status	4 Week Look Ahead	
<u>ACTIVE FEDERALLY-FUNDED PROJECTS:</u>											
1	2022-01	79	18-22-C-00-MRY	\$11,209,740	\$5,279,526	\$5,066,541	\$10,346,067	99%	SEP Phase C1/C2/C3 ARFF Design/Construction Demo/Airfield Access	The fire personnel moved into the new location on October 18, 2023. Hazardous abatement was completed on the southside location on October 27, 2023. Demolition began on November 28, 2023 after PG&E disconnected the utilities.	Project close out documents are being compiled.
2	2023-01	TBD	18-22-C-00-MRY	\$3,664,550	\$195,858	\$837,547	\$1,033,404	40%	SEP Phase D1 Terminal Design	The contract for Terminal Design was approved at the April 5, 2023 meeting. Staff are working with HOK on the phase 1 schedule of activities.	MRY is still awaiting the BIL entitlement grant that will fund 47% of the HOK design and 100% of KHA and PFM contracts. FAA has indicated that we will receive that grant agreement in FY2024.
3	2024-01	81	18-22-C-00-MRY	\$3,157,895	\$0	\$1,866,776	\$1,866,776	40%	SEP Phase D1 Terminal Design	The BIL ATP grant application was executed on September 13, 2023 which funds 53% of the HOK design services. HOK made a presentation to the BOD on 11/30/23 and a design concept was chosen.	An update on Design Development and exterior building color options will be provided by HOK at the May Board meeting.
4	2023-02	TBD	18-22-C-00-MRY	\$2,170,000	\$0	\$0	\$0	0%	RUNWAY 28L-10R TREATMENT		A design contract will be presented to the BOD for consideration at the May 15, 2024 meeting.
5	2023-03	80	18-22-C-00-MRY	\$44,707,180	\$0	\$6,837,862	\$6,837,862	20%	SEP Phase B2 Commercial Apron Construction	A notice to proceed was executed on 11/30/2023 and GRV JV began mobilization.	Grading and soil removal of the southeast ramp area continues. It is anticipated that the temporary long term parking lot will be ready late May early June 2024.

FUNDING				EXPENDITURES				STATUS			
PROJECT #	AIP #	PFC	Total Project Budget	Spent in Prior Fiscal Years	FY 2024 Expenditures to Date	4/30/2024	% Physical Complete	Project Name	Current Status	4 Week Look Ahead	
<u>OUTSIDE FUNDED PROJECTS:</u>											
8	2019-03	N/A	N/A	\$2,828,058	\$937,761	\$16,719	\$954,480	45%	WATER DISTRIBUTION SYSTEM	After CEQA MND Certification, the project bid notification was provided to contractors. A contract was approved at the October, 24, 2023 BOD meeting.	The Contractor is in the process of scheduling the construction activities. It is anticipated that construction will begin in May 2024.
9	2023-08	N/A	N/A	\$7,100,000	\$5,309,298	\$1,334,817	\$6,644,115	80%	SOUTHEAST HANGAR PURCHASE	MFC completed the project and all tenants moved to the new location by 11/26/2023.	Staff are working with MFC to complete the punchlist items and provide final purchase payment.
<u>DISTRICT ONLY FUNDED PROJECTS</u>											
11	2020-14	N/A	N/A	\$350,000	\$203,879	\$0	\$203,879	0%	NORTHWEST BUILDING ABATEMENT		Staff are evaluating building 1105 Airport Way.
12	2024-02	N/A	N/A	\$100,000	\$0	\$50,985	\$50,985	100%	VEHICLE REPLACEMENT	The new EV Ford Lightning purchase was completed and the truck has been added to the fleet. The \$10,000 reimbursement request from MBARD will be submitted in early April.	The \$10,000 MBARD grant reimbursement was received. The Project Completed.
13	2023-04	N/A	N/A	\$440,000	\$40,871	\$372,630	\$413,501	95%	2801 PROPERTY REPAIRS	Coastal Paving completed the paving and first coat of striping in September of 2023. The 2nd coat of striping was completed on October 28, 2023.	Building C hazmat abatement was approved at the BOD meeting on 12/13/2023. The contractor began the end of January 2024. Due to the rain the project has gone slower than expected, but it should be completed in April 2024.
14	2023-05	N/A	N/A	\$350,000	\$31,661	\$257,016	\$288,677	100%	FRED KANE-SKYPARK PAVEMENT IMPROVEMENTS	Pavement improvements were completed on 10/28/2023.	Project Completed.
15	2024-03	N/A	N/A	\$225,000		\$155,037	\$155,037	100%	AIRFIELD AND PROPERTY MAINTENANCE	The northeast RV lot fencing was completed in March 2024. Tenants began moving in to the new location on March 20, 2024.	Project Completed.

FUNDING				EXPENDITURES				STATUS			
	PROJECT #	AIP #	PFC	Total Project Budget	Spent in Prior Fiscal Years	FY 2024 Expenditures to Date	4/30/2024	% Physical Complete	Project Name	Current Status	4 Week Look Ahead
16	2024-04	N/A	N/A	\$55,000		\$39,862	\$39,862	100%	TERMINAL AREA IMPROVEMENTS	A contract for the Gate 1 Courtyard wall height increase was approved at the 9/20/2023 meeting.	Coast Counties Glass completed the installation in March 2024. The Board room chairs were all replace in April 2024.



POLICE

DEL REY OAKS

MONTHLY POLICE ACTIVITY REPORT

April 2024

TO: Michael La Pier, Executive Director
FROM: Commander Roger Guzman
DATE: May 6, 2024
SUBJECT: Police Activity Report for APRIL 2024

The following is a summary of significant activity in the Police Department in APRIL, 2024:

Highlights

Del Rey Oaks Police Officers responded to approx 20 **door and gate alarms** in APRIL. Daily Sterile Area Sweeps conducted with TSA Personnel, no discrepancies observed. Daily testing of the Law Enforcement paging system conducted without error. DRO PD Officers conducted the Weekly Duress Alarm testing with TSA Personnel, all test alarms performing as required.

Training

Officer Dowson provided updated training regarding MRY OPS. Meeting with Mark Curtis about Monterey Regional Airport parking lot changes and the additional inbound aircraft during the summer months starting in May 2024.

Calls for Service

1. 04/03/2024 5:05 AM Ofcr Dowson
Sky Park Dr: Parking Enforcement
After rental car agencies were warned by DRO PD Officers and Monterey OPS about parking enforcement there were 12 citations issued for MPAD 922-2 Time Limits along Sky Park Dr. No parking available for Jet Center Employees, all vehicles were Avis Rental Cars. Additional vehicles were noted and will be cited if still parked during "No Parking" time limits 0200-0600.
2. 04/06/2024 5:00 PM Ofcr Andoy
Northside RV Lot: Suspicious Vehicle
Airport Ops and DRO PD were advised about a suspicious vehicle, a gray truck, that appeared to be casing the RV lot. The truck was located in the RV lot and was stopped. The driver appeared to be a tenant. The driver had an expired driver's license and was subsequently cited. His vehicle was parked at the old RV lot.
3. 04/08/2024 9:45 AM Ofcr Dowson
Main Terminal: Personnel Inspection
Inspection and escort for Woody's maintenance for a vending machine. WOODs took over escort once inside the sterile area.

4. 04/09/2024 1:50 PM Ofcr Dowson
Main Terminal: Medical Emergency
Medical emergency in the Main Terminal. An elderly female fell while walking in front of the Avis Rental Car Counter. She refused medical treatment and signed refusal paperwork with AMR. DRO FI 752.
5. 04/12/2024 1:00 AM Ofcr Tang
FOD Inspection: Animals observed
Two unknown types of animals observed running across the runways into north side of airport.
6. 04/12/2024 5:10 PM Ofcr Tang
TSA Checkpoint: Surrendered Property
A pistol magazine and ammunition were surrendered to the DRO PD.
7. 04/13/2024 3:45 PM Sgt. Perez
Del Monte Aviation: Traffic Stop
Sgt. PEREZ observed a vehicle leaving the DMA vehicle gate (V-6). The vehicle failed to wait for the gate to close before leaving the area. Sgt. PEREZ stopped the vehicle and FI'd the driver. Video review showed a DMA Ramp Agent was watching the gate. DRO PD FI 756.
8. 04/15/2024 10:30 AM Ofcr Dowson
Monterey Jet Center: Expired Badge Alarm
V-11 Expired Badge Alarm. DMA tenant badge expired on 04/04/2024 was attempting to contact MJC for renewal paperwork. Tenant was assisted with contacting the Badging Office.
9. 04/17/2024 9:45 AM Ofcr Dowson
Northside Business: Surrendered Firearm
Dispatched to 1118 Airport Rd, ModStorage for a firearm surrender. The firearm was discovered to be a "ghost gun." DRO PD CR 24-092, investigation ongoing.
10. 04/18/2024 9:35 AM Ofcr Andoy
TSA Checkpoint: Surrendered Property
Five blank rifle rounds were surrendered at the TSA checkpoint. Ammo collected and booked at DROPD.
11. 04/19/2024 9:20 AM Ofcr Andoy
TSA Checkpoint: Dignitary Escort
California Highway Patrol (CHP) requested assistance with an escort thru checkpoint. (CHP) was providing security for a dignitary.
12. 04/20/2024 9:10 AM Ofcr Andoy
TSA Checkpoint: Medical Emergency
A passenger had a cut on his hand and Fire and AMR were called. Fire requested PD escort AMR through the security checkpoint while the firefighters assessed the cut. The passenger declined medical treatment and continued their travels.
13. 04/23/2024 3:14 AM Ofcr Gomez
Monterey Jet Center: Escort
AMR was escorted to waiting helicopter and picked up Calstar team.

14. 04/27/2024 2:47 PM Ofcr Andoy
North Side: Gate Malfunction
Gate V-22B was apparently not closing. The RP stood by until PD could arrive. The RP called to cancel after the gate was able to close. PD checked V-22B and V-22C to ensure they were functioning properly. They were opening and closing correctly.
15. 04/29/2024 2:05 AM Ofcr Tang
FOD Inspection: Animal Observed
A single coyote observed running across Taxiway C into north side of airport.
16. 04/29/2024 4:00 PM Ofcr Dowson
Main Terminal: Arrest
Subject with outstanding warrants contacted law enforcement in front of the Main Terminal. The subject was arrested for outstanding warrants and released to CHOMP for medical evaluation.

END OF REPORT.