

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

October 19, 2022 - 9:00 AM

**Monterey Regional Airport
200 Fred Kane Drive, Suite 200**

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

Due to the expiration of certain directives contained in the Governor's Declaration of Emergency for the State of California (Executive Order N-29-20), the Board of Directors of the Monterey Peninsula Airport District will return to hold meetings at the Airport Board Room, with in-person attendance.

Due to recent increase in the transmission of the Omicron variant of the Coronavirus, and, as a result of the directives issued by the State of California and the Monterey County Public Health Officer intended to prevent the transmission of the coronavirus, the Airport may utilize the procedures outlined in AB361 to utilize alternative measures related to the conduct of remote meetings and remote comments by members of the public.

Should the Board implement the measures outlined in AB 361, members of the public may participate in 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 also participate telephonically by calling (253) 215-8782 and entering the same Meeting ID. Members of the public who wish to provide comment on an item on the agenda may do so during the meeting prior to the item being considered by the Board, as outlined below.

REMOTE PUBLIC COMMENTS

To make a public comment, the following options are available:

1. Before the Meeting via Email: Written comments can be emailed to info@montereyairport.com. 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.
2. During the Meeting via Oral Comments: 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.

Public comments may also be made in person. 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.

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 Regular Board Meeting of September 27, 2022](#)
- Approve 2. [Minutes of the Budget and Finance Committee Meeting of October 11, 2022](#)
- Approve 3. [Minutes of the Airport Property Development & Leases Committee Meeting of October 12, 2022](#)
- Approve 4. [Executive Director Contract Amendment](#)
- Adopt 5. [Resolution No. 1816-9, A Resolution of the Board of Directors of the Monterey Peninsula Airport District Making Findings and Determinations Pursuant to AB 361 or Virtual Meetings and Authorizing Virtual Board Member and Other District Meetings](#)

F. DEFERRED CONSENT AGENDA - ACTION ITEMS

G. REGULAR AGENDA - ACTION ITEMS

- Presentation 1. [Review of the Passenger Terminal Refinement Plan \(Kimley Horn\)](#)
- Approve 2. [Professional Service Agreement Between Monterey Peninsula Airport District and Chris Chidlaw dba Chidlaw Marketing for Public Relations and Community-Media Outreach Services](#)
- Adopt 3. [Resolution No. 1832, A Resolution Authorizing and Approving the Creation of the Position of Deputy Director, Eliminating the Position of Deputy Director Strategy and Development, and Amending the Fiscal Year 2023 Salary Schedule as Amended September 27, 2022 by Resolution No. 1830, Listing Salary Ranges for the Monterey Peninsula Airport District](#)
- Approve 4. [Monterey Peninsula Airport District On-Airport Rental Car Operator Lease and Concession Agreement](#)

H. BOARD COMMITTEE REPORTS AND ACCEPTANCE OF DEPARTMENT REPORTS

Report on meetings attended by Board Members at Monterey Peninsula Airport District's expense -

AB1234. [The board receives department reports which do not require any action by the board.](#)

Standing Committees:

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

b. Ad-Hoc Committees:

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

c. Liaison/Representatives:

- | | | |
|--|-----------------|--------------|
| i. Local Agency Formation Commission | Director Leffel | Alt: Sawhney |
| ii. Regional Taxi Authority | Director Leffel | Alt: Sawhney |
| iii. Transportation Agency for Monterey County | Director Sabo | Alt: Sawhney |
| iv. Special Districts Association Liaison | Director Leffel | Alt: Miller |

I. CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS (§ 54957.6)

Agency Designated Representatives: Michael La Pier, Executive Director; David G. Ritchie, Special Counsel

Employee Organization: United Public Employees of California 792 (LiUNA, AFL-CIO) – Administrative Employees Association

Unrepresented Employee: All Unrepresented Employees (excluding those covered by employment contracts)

J. RETURN TO OPEN SESSION

K. PENDING REQUESTS FOR FUTURE AGENDA ITEMS

- Updates to MPAD Governance Manual and Board Operating Rules and Procedures to Reflect Legal Counsel Review

L. DISCUSSION OF FUTURE AGENDAS

Any Board member may request the Board of Directors to instruct staff to report back to the Board at a future meeting concerning any matter or place a matter of business on a future agenda. Approval of such requests will be made by motion.

M. 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 REGULAR MEETING OF THE MONTEREY PENINSULA AIRPORT DISTRICT BOARD OF DIRECTORS

September 27, 2022 - 9:00 AM

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

Due to the expiration of certain directives contained in the Governor's Declaration of Emergency for the State of California (Executive Order N-29-20), the Board of Directors of the Monterey Peninsula Airport District will return to hold meetings at the Airport Board Room, with in-person attendance.

Due to recent increase in the transmission of the Omicron variant of the Coronavirus, and, as a result of the directives issued by the State of California and the Monterey County Public Health Officer intended to prevent the transmission of the coronavirus, the Airport may utilize the procedures outlined in AB361 to utilize alternative measures related to the conduct of remote meetings and remote comments by members of the public.

Should the Board implement the measures outlined in AB 361, members of the public may participate in 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 also participate telephonically by calling (253) 215-8782 and entering the same Meeting ID. Members of the public who wish to provide comment on an item on the agenda may do so during the meeting prior to the item being considered by the Board, as outlined below.

REMOTE PUBLIC COMMENTS

To make a public comment, the following options are available:

1. Before the Meeting via Email: Written comments can be emailed to info@montereyairport.com. 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.
2. During the Meeting via Oral Comments: 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.

Public comments may also be made in person. 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.

A. CALL TO ORDER/ROLL CALL

Chair Miller called to order the regular meeting of the Monterey Peninsula Airport District Board of Directors at 9:03 AM. Directors Sawhney, Leffel, and Sabo were present. Director Pick was absent and excused. The following staff were present: Executive Director La Pier, District Counsel Huber, Acting District Secretary Adams, and Deputy Director of Strategy & Development Morello.

B. PLEDGE OF ALLEGIANCE

Director Sabo led the Pledge of Allegiance.

C. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

Executive Director La Pier announced there would be a new Airport art exhibit opening October 27th entitled "Iconic Monterey County Events".

Chair Miller stated at the ACI Conference he and Director Leffel attended, the CEO of Delta Airlines announced they would phase out 50 seat aircraft.

D. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None.

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 Airport Property Development & Leases Committee Meeting of August 16, 2022 |
| Approve | 2. Minutes of the Regular Board Meeting of August 17, 2022 |
| Approve | 3. Minutes of the Budget and Finance Committee Meeting of September 8, 2022 |
| Approve | 4. Minutes of the Airport Property Development & Leases Committee Meeting of September 14, 2022 |
| Approve | 5. Minutes of the Budget and Finance Committee Meeting of September 16, 2022 |
| Adopt | 6. Resolution No. 1816-8, A Resolution of the Board of Directors of the Monterey Peninsula Airport District Making Findings and Determinations Pursuant to AB 361 or Virtual Meetings and Authorizing Virtual Board Member and Other District Meetings |

Director Leffel made a motion to approve Consent Agenda Action Items E.1 – E.6. Director Sabo seconded the motion. The motion carried by a roll call vote of 4-0 with Director Pick absent.

F. DEFERRED CONSENT AGENDA - ACTION ITEMS

None.

G. REGULAR AGENDA - ACTION ITEMS

- | | |
|---------|--|
| Discuss | 1. Aircraft Rescue and Fire Fighting Facility Exterior Color Story |
|---------|--|

Executive Director La Pier introduced Item G.1 and turned the floor over to Deputy Director Strategy & Development Morello. Deputy Director Morello stated we are ready to go to the procurement stage and would like the Board of Directors to choose the color story for the new ARFF facility. She introduced Ernie Mill, Mill Construction, who showed two renderings. Mr. Mill noted both color schemes were LEED approved and designed to absorb heat. Directors discussed LEED levels and asked questions of Mr. Mill.

Director Leffel made a motion to approve the color scheme shown on the rendering labeled “Color Scheme Option B: Inverted Colors”. Director Sawhney seconded the motion. The motion carried by a roll call vote of 4-0 with Director Pick absent.

- | | |
|-------|---|
| Adopt | 2. Resolution No. 1829, A Resolution Approving the Construction Contract with Mill Construction Company and Blue Scope Construction for the Replacement Aircraft Rescue and Fire Fighting Facility (ARFF) |
|-------|---|

Executive Director La Pier introduced Item G.2 stating we received the grant from the FAA and are ready to approve the construction contract with Mill Construction Company and Blue Scope Construction for the replacement Aircraft Rescue and Fire Fighting facility. He turned the floor over to Deputy Director Strategy and Development Morello.

Deputy Director Morello reviewed the Staff report and the Design Build Construction Contract with Mill Construction as the design build entity and general contractor and Blue Scope Construction as the building engineering & manufacturing general contractor & construction manager, which included the construction phase costs associated with the ARFF Construction/Demo/Airfield Access for a Guaranteed Maximum Price (GMP). Deputy Director Morello reviewed the source of funds which include the FAA Airport Improvement program grant and a percent of Passenger Facility Charges which were included in the approved FY 23 Capital Improvement Plan (CIP) budget.

Directors discussed the contract and the timeline for completion of the project. Directors asked questions of Ernie Mill, Mill Construction, regarding the history of Mill Construction, the role of Blue Scope Construction, and the size of the crew expected on site.

There was no Public Comment.

Director Leffel made a motion to adopt Resolution No. 1829, A Resolution Approving the Construction Contract with Mill Construction Company and Blue Scope Construction for the Replacement Aircraft Rescue and Fire Fighting facility (ARFF). Director Sawhney seconded the motion. The motion carried by a roll call vote of 4-0 with Director Pick absent.

Approve 3. Amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc. to Provide Project Management Services in Support of the Safety Enhancement Program (SEP) Taxiway A Relocation – Phase C Aircraft Rescue and Fire Fighting Facility Construction Observation

Executive Director La Pier introduced Item G.3. Director Leffel expressed her support and temporarily excused herself from the meeting at 10:12 AM.

Director Sabo made a motion to approve the Amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc. to Provide Project Management Services in Support of the Safety Enhancement Program (SEP) Taxiway A Relocation – Phase C Aircraft Rescue and Fire Fighting Facility Construction Observation. Director Sawhney seconded the motion. The motion carried by a roll call vote of 3-0 with Directors Pick and Leffel absent.

A break was taken at 10:20 AM. The meeting resumed at 10:32 AM.

Approve 4. Approve an Operating Agreement with Turo Inc., a Peer-to-Peer Vehicle Sharing Concession

District Counsel Huber introduced Item G.4 stating Staff discovered a peer-to-peer vehicle sharing company named Turo, Inc. was operating on airport. Turo, Inc. was amenable to a concession agreement and the proposed Operating Agreement has been circulated to them. District Counsel Huber reviewed the proposed charges, rules of engagement, and method for monitoring. During discussion it was discovered Exhibit C had not been updated to include the long-term parking as a pickup or drop off location, although it was included in Exhibit A.

There was no Public Comment.

Director Leffel made a motion to approve the Operating Agreement with Turo Inc. amended to correct Exhibit C to include long-term parking as a pickup or drop off location. Director Sawhney seconded. The motion carried by a roll call vote of 4-0 with Director Pick absent.

Approve 5. Amendment to the Professional Service Agreement with Granite Drilling Company Inc.

Deputy Director Strategy & Development Morello introduced Item G.5 stating the Board has already approved the Professional Service Agreement with Granite Drilling Company Inc. for well construction and destruction at two Airport property locations. The amendment to the Professional Service Agreement with Granite Drilling Company is to conduct 72-hour pump tests to determine flow and quality of the water.

Directors discussed the amendment.

Director Leffel made a motion to approve the amendment to the professional service agreement with Granite Drilling Company, Inc. Director Sabo seconded the motion. The motion carried by a roll call vote of 4-0 with Director Pick absent.

Adopt 6. Resolution No. 1830, A Resolution Authorizing and Approving the Creation of the Position of Controller and Amending the Fiscal Year 2023 Salary Schedule Listing Salary Ranges for the Monterey Peninsula Airport District

Executive Director La Pier introduced Item G.6. He stated this proposed new position is in place of the Deputy Executive Director of Finance and Administration, whose job description contemplated managing leases and other duties that were never assigned, and that he does not intend to assign to the Controller position. He reviewed the finance duties and expectations of the new position, including oversight of the HR services agreement with BBSI, assuming that is approved.

Directors discussed the duties and responsibilities assigned to the job description. Director Sabo expressed his view that the candidate should be a CFO level and have financing and lending experience. He suggested the fact that the Controller would be an Officer should be part of the job description. Executive Director La Pier noted the Governance Manual refers to a Controller as an Officer. District Counsel Huber added that the Enabling Act outlines Officers as positions also. He reviewed the duties of an Officer.

Director Sabo made a motion to change the job title to Director of Finance & Administration. Director Sawhney seconded the motion for purpose of discussion. Directors discussed the suggestion until Director Leffel called the question. The motion failed by a roll call vote of 1-3 with Director Sabo voting yes, Directors Sawhney, Leffel, and Chair Miller voting no, and Director Pick absent.

Director Leffel made a motion to adopt Resolution No. 1830, A Resolution Authorizing and Approving the Creation of the Position of Controller and Amending the Fiscal Year 2023 Salary Schedule Listing Salary Ranges for the Monterey Peninsula Airport District, as written. Director Sawhney seconded the motion. The motion carried by a roll call vote of 3-1 with Director Sabo voting no and Director Pick absent.

Adopt 7. Resolution No. 1831, A Resolution for 180-Day Wait Period Exception Pursuant to Government Code Sections 7522.56 and 21221(H)

District Counsel Huber introduced Item G.7, Resolution No. 1831, a Resolution for a 180-day wait-period exception pursuant to Government Code Sections 7522.56 and 21221(H) which is required in the event we would want to bring back the recently retired Deputy Executive Director of Finance and

Administration to train the new Controller, prior to the 180-day wait period. He noted there is specific language in the resolution provided by CalPERS.

Director Sabo made a motion to adopt Resolution No. 1831, A Resolution for 180-Day Wait Period Exception Pursuant to Government Code Sections 7522.56 and 21221(H). Director Sawhney seconded the motion. The motion carried by a roll call vote of 4-0.

Approve 8. Professional Service Agreement between Monterey Peninsula Airport District and Barrett Business Services, Inc. for Human Resource Services

Executive Director La Pier introduced Item G.8 stating the final form of the agreement was in the Board packet. District Counsel Huber added the current version incorporated the changes suggested by Finance Committee as well as the revisions agreed to with Barrett Business Services, Inc. (BBSI).

Directors discussed the agreement. Director Sawhney asked who would update employee handbooks. Executive Director La Pier stated BBSI will monitor and make recommendations, but legally necessary changes to the Administrative and Personnel Policy Manual will be the responsibility of legal counsel.

There was no Public Comment.

Director Leffel made a motion to approve the Professional Service Agreement between Monterey Peninsula Airport District and Barrett Business Services, Inc. for Human Resource Services. Director Sawhney seconded the motion. The motion carried with a roll call vote of 4-0 with Director Pick absent.

A break was taken at 12:30 PM.

The meeting resumed at 12:41 PM. Director Leffel was temporarily absent. There were no Public participants present in person or by video or audio conference.

H. BOARD COMMITTEE REPORTS AND ACCEPTANCE OF DEPARTMENT REPORTS

Report on meetings attended by Board Members at Monterey Peninsula Airport District's expense - AB1234.

The board receives department reports which do not require any action by the board.

Standing Committees:

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

b. Ad-Hoc Committees:

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

c. Liaison/Representatives:

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

Director Sabo reported for Budget and Finance Committee.

There was no Air Service meeting in September. Directors discussed the air service reports.

Director Leffel returned to the meeting at 1:00 PM.

Director Sawhney reported for the Airport Property Development and Lease Committee. There was a discussion about the solar array savings and capacity.

There was no Local Jurisdiction meeting to report.

Director Leffel reported on the most recent LAFCO meeting.

There was no Regional Taxi Authority meeting to report.

Director Sabo reported for the TAMC meeting.

Director Leffel reported SDAMC will meet in October for their quarterly dinner meeting.

Director Sawhney reported on the AMBAG meeting.

I. PENDING REQUESTS FOR FUTURE AGENDA ITEMS

- *Updates to MPAD Governance Manual and Board Operating Rules and Procedures to Reflect Legal Counsel Review*

J. DISCUSSION OF FUTURE AGENDAS

- *Car Rental Agreements*

K. ADJOURNMENT

The meeting adjourned at 2:08 PM.

*Approved at the
Meeting of October 19, 2022*

Carl M. Miller, Chair

A T T E S T

*Michael La Pier, AAE
District Secretary*

MINUTES OF THE BUDGET & FINANCE COMMITTEE MEETING OF THE MONTEREY PENINSULA AIRPORT DISTRICT BOARD OF DIRECTORS

October 11, 2022 - 9:00 AM

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

Due to the expiration of certain directives contained in the Governor's Declaration of Emergency for the State of California (Executive Order N-29-20), the Board of Directors of the Monterey Peninsula Airport District will return to hold meetings at the Airport Board Room, with in-person attendance.

Due to recent increase in the transmission of the Omicron variant of the Coronavirus, and, as a result of the directives issued by the State of California and the Monterey County Public Health Officer intended to prevent the transmission of the coronavirus, the Airport may utilize the procedures outlined in AB361 to utilize alternative measures related to the conduct of remote meetings and remote comments by members of the public.

Members of the public may participate in the Board meeting via Zoom video conference. To view the Board meeting via Zoom video conference, please visit www.zoom.us/join and enter the following Meeting ID: **811 8749 6995**. The password for this meeting is: **20221011**. If you do not have access to the internet, you may also participate telephonically by calling (253) 215-8782 and entering the same Meeting ID and password.

REMOTE PUBLIC COMMENTS

To make a public comment, the following options are available:

1. Before the Meeting via Email: Written comments can be emailed to info@montereyairport.com. 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.
2. During the Meeting via Oral Comments: 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.

Public comments may also be made in person. 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.

A. CALL TO ORDER

The meeting of the Budget & Finance Committee was called to order at 9:00 AM. Director Sabo and Director Leffel, Executive Director La Pier, Deputy Director of Strategy and Development Morello, and Acting Board Secretary Adams were present.

B. COMMUNICATIONS / ANNOUNCEMENTS / INFORMATIONAL ITEMS

None.

C. PUBLIC COMMENTS

None.

D. REGULAR AGENDA – ACTION ITEMS

Presentation 1. FY 22 Draft Audit Report (LSL)

Director Sabo asked that we review Item D.3 first, since Director Leffel has a time constraint this morning.

Review 3. New Position Job Description & Salary Schedule Amendment

Director Leffel expressed her overall support for this direction. Director Sabo stated he also supported but had some concerns regarding the Job Description.

Directors discussed the Staff Report and Job Description for the position of Deputy Director. Director Leffel requested that the Impact on Operating Expense section of the Staff Report be updated to reflect the actual dollar increase of the change being contemplated. Director Sabo suggested there be some clarifying language regarding financial planning and budgeting so that it was plain that it related to grant and CIP projects. He also suggested the Job Description address that this position will assume the role of Acting Executive Director in the temporary absence of the Executive Director. Director Leffel and Executive Director La Pier agreed with those changes.

Presentation 1. FY 22 Draft Audit Report (LSL)

Directors were joined by Brandon Young from LSL, the Airport's auditing firm. Mr. Young presented an overview of the audit process that began in May. He referred to the Opinion Letter that states the new Governmental Accounting Standards Board pronouncements that were in effect for 2021 and 2022 and additional pronouncements for 2023, 2024, and 2025, that need to be reviewed for proper implementation by management. Director Sabo asked that, in the interest of time, we dispense with the report and go straight to questions. Director Leffel agreed.

Director Leffel asked if the Audit Report referred anywhere to the approximately \$94k that has been paid in a disagreement that is waiting to be settled and that we might get partially refunded. Mr. Young stated it would be recognized as "Recovery" or "Other Income" with a footnote when it comes in. Director Leffel stated her concern is more about it not being referenced now. Mr. Young noted this is below the threshold that would be disclosed by the attorneys, but it could be added as a Note 12. Directors Leffel and Sabo asked that it be added to the final report.

Director Leffel asked Mr. Young who should approve the Executive Director's expense reports, now that we don't have a CFO or CPA on staff. Mr. Young stated under those circumstances they recommend that be delegated by the Board to the Chair.

There was a discussion about the formal capital assets policy that was discussed with the former Deputy Executive Director of Finance and Administration during the exit notes. Director La Pier stated he would follow up on that item.

Director Sabo stated he would recommend approval with the changes noted. Director Leffel agreed.

Review 2. PR Firm Proposal

Executive Director La Pier reported there has not been a suitable candidate apply for the open position for Public Relations Specialist. As an alternative plan, he invited Chris Chidlaw, of Chidlaw Marketing, to present a proposal for his firm to take on the role of Public Relations in addition to their retainer for Marketing and Advertising.

Mr. Chidlaw reviewed his presentation stating the cost included Buzz PR who is a national firm with a local franchise that would handle press releases and possibly attend some meetings. He reviewed the Game Plan and Roadshow aspect of the plan. Director La Pier noted the "Speakers Bureau" would consist of himself, the Deputy Director of Strategy and Development, Mr. Chidlaw, and possibly the Board of Directors.

Directors asked questions about Buzz PR. Mr. Chidlaw stated they have media lists that bring huge value as far as press release circulation goes. He noted he works with them now with other accounts.

Director Leffel suggested there be a quarterly report to the board on the public relations plans for the next quarter so that Board members are aware of what message is being promoted to whom. She also suggested a monthly staff report showing where media published our press releases.

Director Leffel stated she sees this as a good fit and suggested this item be presented to the Board as an amendment to the Agreement that we already have with Chidlaw Marketing. Director Sabo agreed it would be good to see the combined cost and formally define the scope of work as proposed. Executive Director La Pier agreed with the idea and will have an agreement drawn up for the Board.

There were additional suggestions by Director Sabo for Mr. Chidlaw regarding ways to reach out to the community.

Review 3. New Position Job Description & Salary Schedule Amendment

This item was discussed prior to Item D.1.

Director Leffel excused herself from the meeting at 10:10 AM.

Review 4. Draft Rental Car Lease

Director Sabo referred to issues we had quite a few years ago about off airport pick ups of rental cars. Executive Director La Pier stated we make money whenever there is a pickup or drop off. The incidents in question were before his or District Counsel Huber's employ but he will talk to Counsel about tightening up the language to make sure any transaction on this airport is reported and paid. Director Sabo stated he could support that.

Mr. Chidlaw was excused from the meeting at 10:12 AM.

Review 5. FYTD 2023 Statements

Review 6. Variance Analysis - MTD and YTD

Review 7. Accounts Receivable Aged Invoice Report

Review 8. Grant Funds Balance

Discuss 9. General Discussion

Director Sabo had questions regarding the communication expenses, load factors, the financial performance of the FBOs, and terminal repair. Executive Director La Pier answered each and stated the load factor data in the financial report is not as accurate as that we get from our air service consultant and actual load factors are higher.

Director Sabo referred to the Airport Capital Improvements / Capital Expenditures Financial Statements and the "R" footnote that represents that an item is an advance to FAA/PFC projects that will be reimbursed through grant draws. He asked if that footnote should be added to the 2021-04 SEP Phase A1 Commercial Apron line item. Executive Director La Pier will validate.

E. ADJOURNMENT

The meeting adjourned at 10:41 AM.

*Approved at the
Meeting of October 19, 2022*

Carl M. Miller, Chair

A T T E S T

*Michael La Pier, AAE
District Secretary*

MINUTES OF THE AIRPORT PROPERTY DEVELOPMENT & LEASES COMMITTEE MEETING OF THE MONTEREY PENINSULA AIRPORT DISTRICT BOARD OF DIRECTORS

October 12, 2022 – 10:00 AM

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

Due to the expiration of certain directives contained in the Governor's Declaration of Emergency for the State of California (Executive Order N-29-20), the Board of Directors of the Monterey Peninsula Airport District will return to hold meetings at the Airport Board Room, with in-person attendance.

Due to recent increase in the transmission of the Omicron variant of the Coronavirus, and, as a result of the directives issued by the State of California and the Monterey County Public Health Officer intended to prevent the transmission of the coronavirus, the Airport may utilize the procedures outlined in AB361 to utilize alternative measures related to the conduct of remote meetings and remote comments by members of the public.

Members of the public may participate in the Board meeting via Zoom video conference. To view the Board meeting via Zoom video conference, please visit www.zoom.us/join and enter the following Meeting ID: **829 3108 6243**. The password for this meeting is: **20221012**. If you do not have access to the internet, you may also participate telephonically by calling (253) 215-8782 and entering the same Meeting ID and password.

REMOTE PUBLIC COMMENTS

To make a public comment, the following options are available:

1. Before the Meeting via Email: Written comments can be emailed to info@montereyairport.com. 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.
2. During the Meeting via Oral Comments: 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.

Public comments may also be made in person. 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.

A. CALL TO ORDER

The meeting of the Airport Property Development & Leases Committee was called to order at 10:07 AM. Chair Miller, Director Sawhney, Executive Director La Pier, and Acting Board Secretary Adams were present.

B. COMMUNICATIONS / ANNOUNCEMENTS / INFORMATIONAL ITEMS

None.

C. PUBLIC COMMENTS

None.

D. REGULAR AGENDA – ACTION ITEMS

Review 1. Draft Rental Car Agreement

Executive Director La Pier stated the proposed new agreement is a one-year agreement with an auto renew and 180-day notice to terminate. He reviewed the two main differences between this agreement and the agreement the car rental companies currently operate under, one of which is a very outdated minimum fee. He stated all rental companies pay the minimum fee at the first of the month and then true up to a 10% commission on actual rentals. Currently every rental car company does pay over the new minimum, so the change is primarily to bring the agreement into current circumstances. Executive

Director La Pier noted the other significant change is to add liquidated damages for failing to live up to tenant's responsibilities as it relates to operating the counter with personnel during the business hours outlined in the agreement.

Executive Director La Pier advised this agreement had already been reviewed by Finance Committee and Director Sabo brought up some circumstances in the past with rental car companies trying to avoid commissions by having other pick-up locations. He noted this was before his time, but he's asked District Counsel to enhance the language that refers to the Percentage Fee to make it clear that any transaction at the airport is subject to the 10% payment.

Both Director Sawhney and Chair Miller expressed their support for the new agreement.

Discuss 2. Leasing Activity Review

Executive Director La Pier gave a review of leasing activities and Directors discussed a real estate matter.

E. ADJOURNMENT

The meeting was adjourned at 11:03 AM.

*Approved at the
Meeting of October 19, 2022*

Carl M. Miller, Chair

A T T E S T

*Michael La Pier, AAE
District Secretary*

**AMENDMENT TO THE EMPLOYMENT AGREEMENT
BETWEEN MONTEREY PENINSULA AIRPORT DISTRICT AND
MICHAEL LA PIER**

This Amendment dated October 19, 2022, is to the Employment Agreement between the Monterey Peninsula Airport District ("MPAD") and Michael La Pier ("La Pier").

A copy of the Employment Agreement is attached as Exhibit "A".

In consideration of the terms and conditions herein, MPAD and La Pier agree that the employment agreement shall be amended as follows:

1. Section 4 of the Employment Agreement is amended as follows:

La Pier shall receive a 5% increase in salary and shall be paid the amount of \$202,650 per year, effective July 1, 2022.

2. Pursuant to Section 5 of the Employment Agreement, the Board authorizes a one-time incentive payment to La Pier in the amount of \$10,000 to be allocated at the direction of La Pier.
3. Conflicts between this Amendment and the Employment Agreement shall be controlled by this Amendment. All other provisions within the Employment Agreement not modified by this Amendment shall remain in full force and effect.

Approved by the Board of Directors of the Monterey Peninsula Airport District at its regular meeting held October 19, 2022.

**MONTEREY PENINSULA
AIRPORT DISTRICT**

MICHAEL LA PIER

Carl Miller, Chair

Michael La Pier

APPROVED AS TO FORM:

Scott E. Huber, District Counsel

**EMPLOYMENT AGREEMENT BETWEEN
THE MONTEREY PENINSULA AIRPORT DISTRICT AND
MICHAEL LA PIER**

This agreement, is made and entered into on the 18th day of August, 2021, by and between the Monterey Peninsula Airport District ("District"), and Michael La Pier, both of whom understand as follows:

WHEREAS, District desires to extend the employment services of La Pier as its Executive Director; and

WHEREAS, it is the desire of the Board of Directors of the District ("Board"), to provide certain benefits, to establish certain conditions of employment and to set working conditions for La Pier; and

WHEREAS, La Pier desires to continue his employment as the Executive Director of District.

Now therefore, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties:

District hereby agrees to extend the employment of La Pier as Executive Director of District to perform the functions and duties specified for the position in the job description, as established by the Board, the District's Enabling Act, Ordinance 909 and such other legally permissible and proper duties and functions as the Board shall from time to time assign to him. La Pier shall have the authority to perform the functions of the Executive Director as outlined and authorized by Ordinance 909 and Governance Manual, as currently in effect at the time of execution of this agreement.

Section 2. Term; Termination; Severance Compensation:

- A. La Pier agrees to remain in the exclusive employ of District from August 1, 2021 until July 31, 2024 ("Expiration Date") and neither to accept other employment nor to become employed by any other employer until the expiration date of this agreement, subject to the provisions of Subsection 2. B. On or around the July 2023 and following a positive performance evaluation at or near the end of the second year of this Agreement, La Pier and the District shall enter into negotiations for a two year extension of this Agreement. Upon mutual agreement of the Parties, the term of this Agreement may be extended.
- B. If La Pier resigns his position as Executive Director before the Expiration Date of the initial or any extended term of this agreement, then La Pier shall give District no less than 60 days written notice in advance. In that event, La Pier shall not be entitled to the severance compensation provided for in Section 2. C.
- C. As an "at will" employee serving at the pleasure of the Board, La Pier's appointment may be terminated by the Board for misfeasance, as determined by the Board in its

sole discretion, at any time as outlined in Ordinance 909 and by a four-fifths vote of the Board. In the event that La Pier is terminated by the District before the expiration of the term of this agreement, other than as specified in subsection (D) herein, the District agrees to pay La Pier a lump sum cash payment of six (6) months aggregate salary and continuation of the medical and dental plan in effect at the time of termination for six (6) months, or such other payout as may be mutually agreed upon. In addition, La Pier shall be compensated for all vested accrued leave time, which is currently defined as all accumulated and unused vacation leave.

- D. La Pier may be terminated by the Board at any time for either malfeasance or nonfeasance in office, or for a conviction of a crime. In the event of such removal, the District shall have no obligation to pay the aggregate severance pay referenced above.
- E. Six months prior to expiration of this Agreement, La Pier shall give written notice to District if he wishes to extend this agreement on the same terms and conditions for an additional period of time to be negotiated between the parties. Thereafter the Board shall determine, within 60 days, whether or not it wishes to extend the agreement and shall give written notice to La Pier of its decision. If the Board approves such extension, the parties shall enter into a new, or amended, agreement. If the Board disapproves such extension, this agreement shall terminate on the Expiration Date and La Pier shall not be entitled to any compensation except for any vested accrued leave time.

Section 3. Non-Industrial Injury/Illness:

If La Pier is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued leave, District shall have the option to terminate the agreement, subject to the severance pay provisions of Section 2. C.

Section 4. Salary and Compensation:

La Pier shall receive an initial salary of \$193,000 per year.

Based on the criteria outlined in La Pier's prior employment agreement and in recognition of La Pier's positive performance during the prior year, the District will provide La Pier with a one-time incentive payment of \$20,000 to be allocated at the direction of La Pier.

Employee's salary will be reviewed annually and may be adjusted as determined by the District based on his performance, economic conditions, or other factors as may be determined by the District.

Section 5. Performance Evaluation:

- A. The Board shall review and evaluate the performance of La Pier annually after the commencement of this agreement. At least 30 days in advance before each

anniversary date of the commencement of this agreement, and thereafter, the Board shall determine if La Pier will receive any salary increment adjustment for the 12 months after his anniversary date. Upon a positive performance evaluation, the District Board may, but is not required to, provide La Pier with an incentive payment. Such review and evaluation shall be in accordance with specific criteria developed jointly by Board and La Pier. Such criteria may be added to or deleted from, as the Board may from time to time determine, in consultation with La Pier. Further, the Chair shall provide La Pier with a summary written statement of the evaluation of the Board and provide an adequate opportunity for La Pier to discuss the evaluation with the Board.

- B. The Board and La Pier shall define the criteria that they determine necessary for the proper operation of the District and the reasonable attainment of the Board's goals and objectives and shall further establish a relative priority among them. All such goals and objectives shall be reduced to writing. The goals and objectives shall be reasonably attainable within the time and budgetary resources allocated to La Pier to achieve them.

Section 6. Hours of Work:

La Pier shall be employed on a full-time basis and for optimal customer service, should generally perform such work during District's normal business hours. However, it is recognized that La Pier shall be required to devote a great deal of time outside of normal office hours on business of District, and to that end he shall be allowed to establish an appropriate work schedule to meet the requirements of the position.

Section 7. Bereavement Leave:

When compelled to be absent from work by reason of death of an immediate family member or where death appears imminent, La Pier shall be entitled to receive up to three (3) days Bereavement Leave, which shall not be charged against any other leave acquired by La Pier. If La Pier desires such leave, he shall notify, in writing, the Board of the time of absence needed and the expected date of return to work.

The immediate family is defined as spouse; natural, step or legal child; parent; brother; sister; grandparent; grandchild; mother-in-law or father-in-law.

Section 8. Automobile and Technology Allowance:

District shall provide La Pier with an automobile allowance in the amount of \$750 per month to compensate him for the use of his private vehicle for District business. La Pier may not operate a District vehicle off of District Property. If the District requires La Pier to travel outside a 50-mile radius of the Monterey Airport, La Pier is authorized to rent a vehicle at the expense of the District.

District shall provide a technology allowance of \$200 per month to La Pier to compensate him for the use of his private mobile telephone and other technology used to perform his duties. The District, at the request of La Pier, will provide La Pier with a

District issued mobile phone.

Section 9. Vacation and Sick Leave:

La Pier shall accumulate Sick Leave at the rate of 120 hours per year during the term of this Agreement. La Pier shall be permitted to accumulate an unlimited amount of sick leave.

La Pier shall accumulate Vacation Leave at the rate of 160 hours per year during the term of this Agreement. La Pier shall be permitted to accumulate a maximum of 240 hours of Vacation Leave.

Section 10. Medical, Dental, Vision, Insurance and Other Benefits:

Employee and dependent coverage is available from CalPERS at 80% employer cost and 20% employee cost. The District shall pay \$400 per month to La Pier's Health Savings Account and/or Flexible Spending Account, as La Pier's direction. Health Benefits are available on the first day of the month following the date of hire. Dental coverage for employee and dependents is available at the employer's cost. Dental Benefits are available on the first day of the month following two (2) months of continuous employment. Vision coverage for employee is available at employer cost. Vision coverage for dependents is available at the employee's cost. Vision benefits are available on the first day of the month following two (2) months of continuous employment. The District shall provide life insurance to La Pier equal in face value (no cash-value) to one year of La Pier's base salary during the time this Agreement is in effect.

Section 11. Holidays: La Pier is authorized to celebrate the following holidays:

- | | |
|---------------------------|-----------------------------------|
| 1. New Year's Day | 7. Veteran's Day |
| 2. Martin Luther King Day | 8. Thanksgiving Day |
| 3. President's Day | 9. The Day after Thanksgiving Day |
| 4. Memorial Day | 10. The Day before Christmas Day |
| 5. Independence Day | 11. Christmas Day |
| 6. Labor Day | |

Should any other legal holidays be added as approved holidays for employees of the District, La Pier is authorized to celebrate those additional holidays.

Section 12. Retirement:

The District shall pay the employer's required PERS contribution, and La Pier shall pay the employee contribution as set forth in California statute. The District shall provide for optimal conversion of accrued Sick Leave for Service Credit upon retirement, if available, subject to PERS regulations.

Section 13. Deferred Compensation Plan:

The District shall provide a Deferred Compensation Plan. The District shall not be required to make a contribution to any of La Pier's Deferred Compensation Plan.

Section 14. Outside Employment:

During the term of the agreement and any extensions thereof, La Pier shall not accept any outside employment of any kind or character without having first obtained the prior approval of the Board.

Section 15. Dues and Subscriptions:

District agrees to budget for and to pay for professional dues and subscriptions of La Pier necessary for his continuation and full participation in national, regional, state and local associations and organizations as are desirable for his continued professional participation, growth, and advancement, and for the good of the District; provided, however, the amount of such dues and subscriptions shall not exceed the amount appropriated therefore in the annual budget.

Section 16. Professional Development:

- A. District agrees to pay for travel and subsistence expenses of La Pier for professional and official travel, meetings, and occasions adequate to continue the professional development of La Pier and to adequately pursue necessary official functions for District, and such other national, regional, state and local governmental groups and committees thereof which La Pier serves as a member; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget. La Pier shall not accept a leadership, executive, or other officer position in an aviation related industry or trade group without the advanced consent of the District.
- B. District also agrees to pay for travel and subsistence expenses of La Pier for short courses, institutes and seminars that are necessary for his professional development and for the good of the District; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.

Section 17. General Expenses:

District recognizes that certain expenses of a non-personal and generally job-affiliated nature shall be incurred by La Pier, and hereby agrees to reimburse or to pay such general expenses up to an amount not to exceed the amount provided for such purposes in the Executive Directors' portion of the annual District budget. Reimbursements shall be made pursuant to the District's "accountable" plan. The Finance Department is hereby authorized to disburse such monies in accordance with adopted District expense reimbursement policies.

Section 18. Civic Club Membership:

District recognizes the desirability of representation in and before local civic and other organizations, and La Pier is authorized to become a member of such civic clubs or organizations. During the term of the agreement, District, at its sole discretion, may elect to pay some or all of La Pier's civic club membership expenses.

Section 19. Indemnification:

In addition to the requirements of state and local law, District shall defend, save harmless, and indemnify La Pier against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of La Pier's duties as Executive Director, except for any civil action or proceeding brought against La Pier for actual fraud, corruption or actual malice. District, at its sole discretion, shall retain counsel of its choice, and compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 20. Bonding:

District shall bear the full cost of any fidelity or other bonds required of La Pier under any law or ordinance.

Section 21. Other Terms and Conditions Employment:

- A. The Board may fix other terms and conditions of employment, as it may determine from time to time relating to the performance of La Pier, following consultations with him, provided such terms and conditions are not inconsistent with or in conflict with the provisions of the agreement, the Ordinances of the District, the District's enabling act or any other law.
- B. It is understood and agreed by District and La Pier that La Pier is an "at will" employee of the District, appointed by the Board, under the provisions of the District's enabling act. As such, La Pier serves at the pleasure of District and is not subject to the provisions of the District's Personnel Rules and Regulations.

Section 22. Notices:

Notices pursuant to the agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- A. TO DISTRICT: Chair of the Board, Monterey Peninsula Airport District, 200 Fred Kane Dr., Suite 200, Monterey, CA 93940.
- B. TO La Pier: La Pier, at his permanent residence address on record with the District.

Alternatively, notices required pursuant to the agreement may be personally served to the same persons as is applicable to civil judicial practice. Notice shall be deemed given

as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

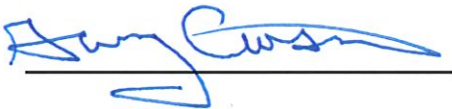
Section 23. General Provisions:

- A. The text herein shall constitute the entire agreement between the parties.
- B. The agreement shall be binding upon and inure to the benefit of the heirs at law and executors of La Pier.
- C. The agreement shall not be assigned by La Pier or District.
- D. The agreement shall not be modified without the written consent of La Pier and District.
- E. The agreement shall become effective commencing August 1, 2021.
- F. La Pier shall only be entitled to those benefits outlined in this Agreement.
- G. If any provision, or any portion thereof, contained in the agreement is held unconstitutional, invalid or unenforceable, the remainder of the agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Approved by the Board of Directors of the Monterey Peninsula Airport District at its regular meeting held August 18, 2021.

**MONTEREY PENINSULA
AIRPORT DISTRICT**

MICHAEL LA PIER



Gary Cursio, Chair



Michael La Pier

APPROVED AS TO FORM:



Scott E. Huber, District Counsel

TO: Monterey Peninsula Airport District Board of Directors
FROM: Scott E. Huber, District Counsel
SUBJ: Resolution No. 1816-9, A Resolution of the Board of Directors of the Monterey Peninsula Airport District Making Findings and Determinations Pursuant to AB 361 or Virtual Meetings and Authorizing Virtual Board Member and Other District Meetings

BACKGROUND. It is recommended that the Board adopt Resolution No. 1816-9 making findings and determinations under AB 361 for the continuation of virtual meetings and authorizing virtual Board Meetings, and other committee and legislative body meetings pursuant to AB 361.

STAFF ANALYSIS. On March 17, 2020, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act to allow for local legislative bodies to conduct their meetings completely telephonically or by other electronic means. As the Board is aware, this allowed Board Member meetings to be conducted by Zoom with Board Members and staff all joining from remote locations.

The suspension of certain provisions of the Brown Act was further extended by the Governor on June 11, 2021, by the issuance of Executive Order N-08-21 which continued to allow for complete virtual Board (and other legislative body) meetings until September 30, 2021.

With the looming expiration of the Governor's Executive Order, along with the uncertainty that surrounded the Governor's potential recall, the Governor signed into law Assembly Bill 361. Effective October 1, 2021, AB 361 allows local government to continue to conduct remote virtual meetings so long as there is a state-proclaimed state of emergency and the legislative body makes mandatory findings.

AB 361 allows legislative bodies to meet virtually, provided there is a state of emergency, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees.

AB 361 preserves many of the provisions of the earlier executive orders, while also adding new requirements to the management of remote and teleconference public meetings in order to better achieve the levels of transparency that the Brown Act demands. Specifically, AB 361 imposes two new rules on remote public meetings:

1. Local governments and agencies hosting teleconference meetings in lieu of traditional in-person public meetings must permit direct public comment during the teleconference and must leave open the opportunity for public comment until the comment period for a given item is closed during the ordinary course of the meeting. The opportunity to

make public comment must be of a sufficient duration so as to allow actual public participation; and

2. Any action by the governing body during a public teleconference meeting must occur while the agency is actively and successfully broadcasting to members of the public through a call-in option or an internet-based service option. If a technical disruption within the agency's control prevents members of the public from either viewing the meeting of the public agency or prevents members of the public from offering public comment, the agency must cease all action on the meeting agenda until the disruption ends and the broadcast is restored. Action taken during an agency-caused disruption may be challenged as a violation of the Brown Act.

The Board previously implemented the above stated requirements for conducting public meetings and, going forward, the meetings would be in full compliance with AB 361, thus the prior procedures would be utilized again. Teleconference accessibility via an internet-based service option (via the Zoom Webinars platform) is listed on the published agenda for each meeting as well as on the Airport's website and the Board provides access for public comment opportunities in real time.

In order to continue to qualify for AB 361's waiver of in-person meeting requirements, the Board must, within thirty (30) days of its first meeting under AB 361, and every thirty (30) days thereafter, make findings that (a) state or local officials continue to recommend measures to promote social distancing, or that (b) an in-person meeting would constitute an imminent risk to the safety of attendees. The findings need not be in the form of a resolution, but a resolution is helpful in formalizing these findings.

The attached Resolution makes the required findings under AB 361, and if adopted, it will allow the Board to continue to offer teleconference accessibility for public meetings after September 30, 2021, to help mitigate the spread of COVID-19, as well as during other state-proclaimed emergencies where physical attendance may present a risk.

Lastly, it is important to note that having virtual meetings under the provisions of AB 361 is optional. If the Board desires, it may meet in person. In addition, hybrid meetings are permissible. Given the recent uptick in transmission of the Omicron variant of the Coronavirus, it seems prudent to have this resolution in place as a stopgap measure to ensure flexibility for holding legislative meetings remotely, if needed.

FISCAL IMPACT. None.

RECOMMENDATION. Adopt Resolution No. 1816-9, A Resolution of The Board of Directors of The Monterey Peninsula Airport District Making Findings and Determinations Under AB 361 for Virtual Meetings and Authorizing Virtual Board Member and Other District Meetings Pursuant to AB 361.

RESOLUTION NO. 1816-9

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT MAKING FINDINGS AND DETERMINATIONS UNDER AB 361 FOR VIRTUAL MEETINGS AND AUTHORIZING VIRTUAL BOARD MEMBER AND OTHER DISTRICT MEETINGS PURSUANT TO AB 361

The Board of Directors of the Monterey Peninsula Airport District does hereby find, order, and resolve as follows:

SECTION 1. Recitals.

A. The Ralph M. Brown Act (Gov. Code § 54950 et seq.) generally requires local agencies meeting via teleconference, including through other virtual or electronic means, to provide public access at each location in which members of the legislative body are teleconferencing;

B. On September 16, 2021, the Governor signed AB 361 (in effect as of October 1, 2021 – Government Code Section 54953(e)), which allows legislative bodies to meet virtually provided there is a state of emergency, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees;

C. The Governor issued a proclamation declaring a state of emergency on March 4, 2020, due to the COVID-19 pandemic, pursuant to section 8625 of the California Emergency Services Act, and this proclaimed state of emergency currently remains in effect;

D. State or local officials continue to impose and recommend measures to promote social distancing and because of the ongoing threat of COVID-19, meeting in person would present imminent risks to the health and safety of attendees;

E. The Board has considered the circumstances of the state of emergency and finds that the continuation of virtual meetings will allow for full participation by members of the public until social distancing recommendations are lifted; and

F. The Board of Directors of the Monterey Peninsula Airport District desires to hold virtual meetings pursuant to AB 361 and Government Code section 54953(e).

SECTION 2. Teleconference Meetings.

Consistent with the provisions of Government Code Section 54953(e), the Board of Directors finds and determines that the Board and all other legislative bodies of the Monterey Peninsula Airport District created by the Board of Directors shall be authorized to meet virtually in accordance with Government Code section 54953(e) and without compliance with section 54953(b)(3) based upon the findings and determinations hereby made by the Board of Directors.

SECTION 3. Effective Date.

This Resolution shall take effect immediately upon its adoption and remain in effect for 30 days or until such time as the Board of Directors reaffirms this resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Board of Directors and all other legislative bodies of the Monterey Peninsula Airport District may continue to teleconference without compliance with Government Code §54953(b)(3).

SECTION 4. Severability.

If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Board hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 19th day of October, 2022 by the following roll call vote:

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

Signed this 19th day of October, 2022

Carl M. Miller, Chair

A T T E S T

Michael La Pier, A.A.E.
Executive Director

AGENDA ITEM: G-1
DATE: October 19, 2022

TO: Monterey Peninsula Airport District Board of Directors
FROM: Michael La Pier, A.A.E., Executive Director
SUBJ: Review of the Passenger Terminal Refinement Plan

BACKGROUND.

On February 25, 2021, staff and Kimley-Horn and Associates provided a presentation of the Passenger Terminal Refinement Plan. Since that presentation was approximately 20 months ago and new Board members have been appointed to the Airport Board during that period, staff are providing a review of the terminal planning and design concepts included in the Plan.

With the Architect interviews scheduled for October 21, 2022, staff will review the high-level framework for the Airport's Terminal that was included in the 2019 Master Plan and the refined plan that was used for the Plan of Finance provided at the June 1 and 2, 2022 Safety Enhancement Program (SEP) two-day Board workshop.

The Terminal Refinement Plan included an analysis for the 'right sizing' of the terminal building while incorporating the latest industry trends. That information was used by C&S Companies as they have designed the Commercial Ramp. The C&S work product included a Program Definition Document (PDD) that defined how the building can be laid out on the site. This information was also presented and discussed at the SEP two-day workshop.

Once the Architect Design Team is chosen, a Scope of Work (SOW) will be developed and reviewed by FAA, then a cost for design will be defined. The Architectural Design Team will begin using the Passenger Terminal Refinement Plan and the PDD as reference documents that will provide a conceptual terminal design level of 10-20% where refinements of construction costs can be reviewed.

ATTACHMENT.

Monterey Airport District Safety Enhancement Program Passenger Terminal Presentation dated February 25, 2021 and Updated on October 19, 2022



Monterey Airport District Safety Enhancement Program – Passenger Terminal

Board of Directors Meeting
Presented on February 25, 2021
Updated on October 19, 2022

Prepared by Kimley-Horn

Terminal Planning Context

2019 Master Plan: Safety Enhancement Program

Increase Runway-to-Taxiway
separation

- Relocate GA hangars
- Relocate ARFF
- Relocate Terminal
- Relocate Taxiway A



Terminal Right-Sizing

Program Evaluation

- 60,000 – 70,000 SF Terminal
- 5 aircraft contact gates

LoS Parameters		SPACE		
		Over-Design	Optimum	Sub-Optimum
		Excessive or empty space	Sufficient space to accommodate necessary functions in a comfortable environment	Crowded and uncomfortable
MAXIMUM WAITING TIME	Over-Design	Overprovision of resources	OVER-DESIGN	Optimum SUB-OPTIMUM ► Consider Improvements
	Optimum	Acceptable processing and waiting times	Optimum OPTIMUM	SUB-OPTIMUM ► Consider Improvements
	Sub-Optimum	Unacceptable processing and waiting times	SUB-OPTIMUM ► Consider Improvements	SUB-OPTIMUM ► Consider Improvements UNDER-PROVIDED ► Reconfigure

Source: International Air Transport Association

Industry Guidance

- FAA Advisory Circular 150/5360-13A, *Airport Terminal Planning*
- IATA Airport Development Reference Manual
- Transportation Security Administration Planning Guide
- California Building Standards Code

Terminal Right-Sizing

Program Evaluation

- Design Day Flight Schedules developed to inform airfield and building requirements

Daily Enplanements			Peak Hour Enplanements	
Flight #	Seating Capacity		Flight #	Seating Capacity
5000	76		5721	76
5005	76		5000	76
5003	76		4761	76
51	156		5316	76
5721	76		Total	304
5521	70		80% Load Factor	243.2
4761	76			
5316	76			
3476	76			
5522	76			
5757	76			
4764	76			
5984	76			
5839	76			
5724	76			
5905	76			
5751	76			
5007	76			
Total	1442			
80% Load Factor	1153.6			

[illegible]

Terminal Right-Sizing

Terminal Space Program

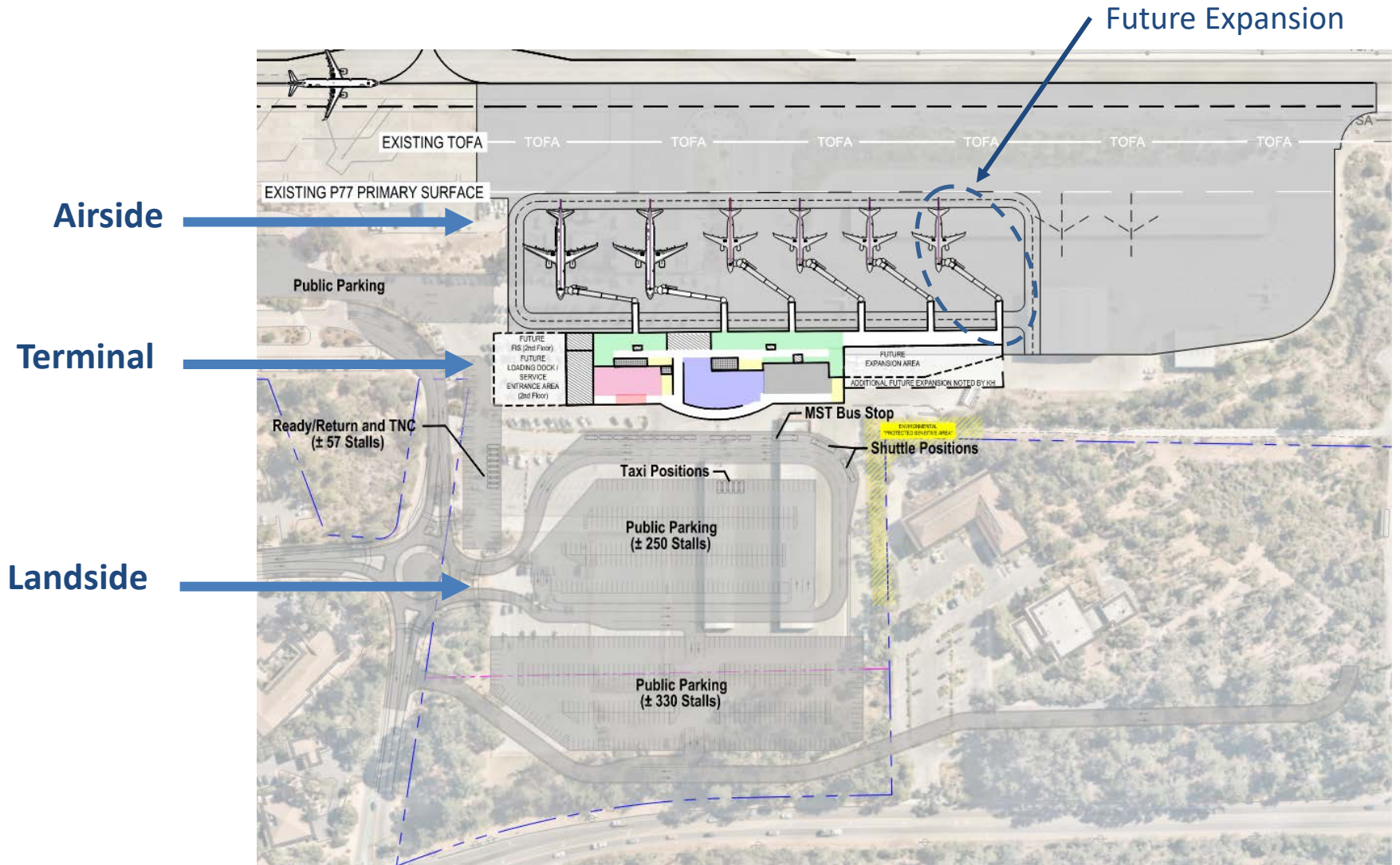
MRY Terminal Space Requirements	2019 Existing	DBO + 10 ⁽²⁰³⁵⁾	
		Modest	Aggressive
General			
Annual Enplanements	233,967	396,000	540,000
Peak Month Average Day Enplanements	806	1,154	1,580
Peak Hour Enplanements ^{2/}	218	243	355
Aircraft Positions ^{3/}	10	7	8
Aircraft Gates ^{4/}	5	5	6
Public Space			
Circulation (ticketing, concourse, bag claim, general circ)	10,790	8,100	9,100
Ticket Lobby Queue	1,640	1,600	2,000
Passenger Holdrooms	6,380	4,000	5,600
Baggage Claim (retrieval/device/meeter & greeter)	1,280	4,100	6,000
Restrooms (pre/post security)	2,850	5,400	5,400
Security Screening			
Security Screening Checkpoint & Queue ^{5/}	2,230	6,000	7,000
TSA Offices and Break/Training Room	990	700	700
TSA Bag Check	1,500	1,800	1,800
Airline Space			
Ticketing (counter, Airline Ticketing Office)	5,240	4,000	5,000
Baggage Screening & Makeup	6,790	7,500	7,500
Airside Ops/Storage	745	900	1,000
Inbound Bag Claim Laydown	1,870	2,400	2,900
Baggage Service Office	250	350	450
Concessions			
Retail and Food & Beverage ^{6/}	6,060	4,500	4,500
Rental Car (counter, office area and queue)	2,920	1,500	1,500
Non-Public Space			
Airport Administration Offices ^{7/}	4,680	4,800	4,800
Large Conference/Community Room	960	800	800
Maintenance/Janitorial/Mechanical/Storage/Structure	12,440	3,800	4,800
	69,615	62,000	71,000

Future Trends

Aircraft Fleet

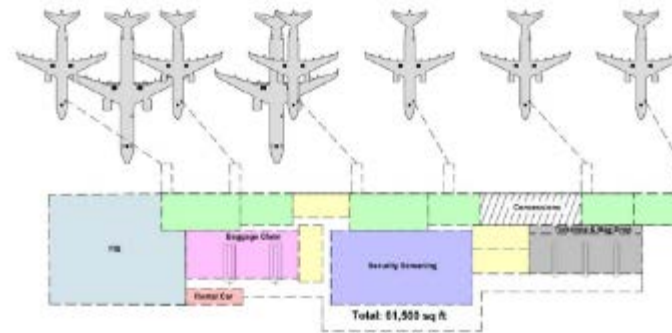


Terminal Planning Concept



Terminal Planning Concept

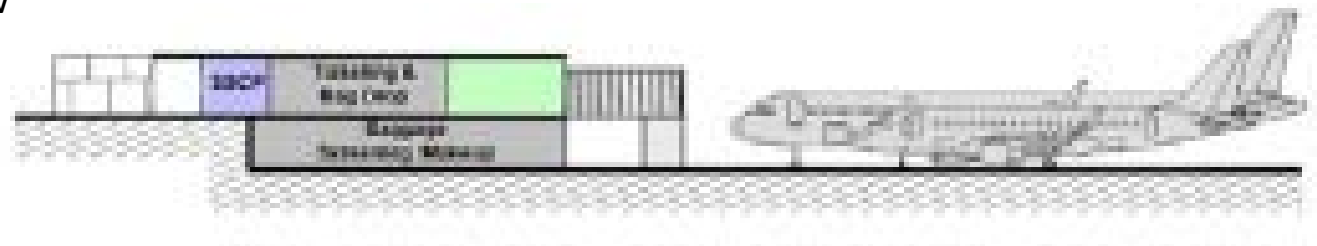
Main Level



Lower Level



Section View



Additional Slides



Terminal Planning Refinement: Right Sizing

Opinion of Probable Costs

Item	2019 Estimate 100,000 SF	Revised Estimate ^{1/ 3/} 60,000 SF	Revised Estimate ^{2/ 3/} 71,000 SF	Factor	
Hard Costs					
Mobilization	\$ 2,400,000	\$ 2,400,000	\$ 2,400,000		
Construction	\$ 46,135,000	\$ 30,000,000	\$ 35,500,000	\$ 500	Cost/SF
Subtotal Construction	\$ 48,535,000	\$ 32,400,000	\$ 37,900,000		
Soft Costs					
Construction Range	\$ 9,707,000	\$ 6,480,000	\$ 7,580,000	20%	
Program Management/Construction Management	\$ 4,853,500	\$ 3,240,000	\$ 3,790,000	10%	
Design Range	\$ 9,707,000	\$ 6,480,000	\$ 7,580,000	20%	
Architectural Engineering Basic Fees	\$ 3,882,800	\$ 2,600,000	\$ 3,000,000	8%	
Subtotal Soft Costs	\$ 28,150,300	\$ 18,800,000	\$ 21,950,000		
Passenger Boarding Bridges	\$ 4,500,000	\$ 4,500,000	\$ 5,400,000	\$ 900,000	each
Total	\$ 81,185,300	\$ 55,700,000	\$ 65,250,000		
Notes:					
^{1/} 60,000 SF terminal approximate sizing requirements under Modest Growth Scenario					
^{2/} 71,000 SF terminal approximate sizing requirements under Aggressive Growth Scenario					
^{3/} Estimates are based on 2019 values from previous Opinion of Probable Costs, adjusted to 2021 dollars for the Modest and Aggressive Scenarios to account for inflation					
Prepared by Kimley-Horn, January 29, 2021					



**PROFESSIONAL SERVICE AGREEMENT BETWEEN MONTEREY PENINSULA
AIRPORT DISTRICT AND CHRIS CHIDLAW DBA CHIDLAW MARKETING FOR
PUBLIC RELATIONS AND COMMUNITY-MEDIA OUTREACH SERVICES**

This Professional Services Agreement ("Agreement") for Public Relations services is made and effective as of _____, 2022 between the Monterey Peninsula Airport District, a California special district ("District") and Chris Chidlaw dba Chidlaw Marketing ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This Agreement shall commence upon full execution by the Parties and shall remain and continue in effect through September 30, 2023 ("Initial Term"). Upon completion of the Initial Term, this Agreement will automatically renew and continue for successive one (1) year terms ("Successive Term"), unless a written notice of non-renewal is delivered by a Party to the other Party no later than thirty (30) days prior to the completion of the Initial Term or Successive Term, or unless this Agreement is sooner terminated pursuant to the provisions of this Agreement.

II. SCOPE OF SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full (the "Services"). To the extent that Exhibit A is a proposal from Consultant, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this Agreement unless specifically agreed to in writing.

Consultant is not responsible for District's compliance with any laws, regulations, and/or statutes. The Services, including any related advice, recommendations, or communications provided by Consultant, do not constitute legal or tax advice, analysis, or opinion. District agrees that it shall not interpret or rely on any of Consultant's services, advice, recommendations, or communications as legal or tax advice, analysis, or opinion.

III. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement. District shall provide such access to its information and property and cooperation as may be reasonably required in order to permit Consultant to perform its services.

IV. DISTRICT MANAGEMENT

The Executive Director shall represent District in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant.

V. PAYMENT

- A. The District agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing as an amendment to this Agreement, which requires approval of the Board of Directors.
- C. Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the District disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The District may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least thirty (30) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the District suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this Section, the District shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the District. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the District pursuant to Section 5.

VII. DEFAULT OF CONSULTANT

- A. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, District shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.
- B. If the Executive Director or his/her designee determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time or fails to present the District with a written plan for the cure of the default, the District shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

VIII. INDEMNIFICATION AND DEFENSE

A. Mutual Indemnity

To the fullest extent permitted by law, the Parties shall indemnify and hold harmless the other Party and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of the other Party, its officers, agents, employees or subconsultants (or any agency or individual that the Party shall bear the legal liability thereof) related to the performance of services under this Agreement. The Party's duty to indemnify and hold harmless the other Party shall not extend to the District's sole or active negligence.

B. Mutual Duty to defend

In the event a Party ("Defending Party"), its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by the Defending Party, the other party shall defend the Defending Party at the other Party's

cost or at the Defending Party's option, to reimburse the Defending Party for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by the other Party's negligent acts, errors or omissions. Payment by District is not a condition precedent to enforcement of this indemnity.

IX. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this Agreement. Consultant shall submit proof of insurance to the District in a form and substance satisfactory to the District.

X. INDEPENDENT CONSULTANT

- A. Consultant is and shall at all times remain as to the District a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither District nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the District. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against District, or bind District in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, District shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for District. District shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

XI. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The District, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

XII. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the District in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the District has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the District to any and all remedies at law or in equity.

XIII. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of District, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

XIV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST/CONFIDENTIAL INFORMATION

- A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without District's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the Executive Director or unless requested by the Agency Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the District. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.
- B. All information gained by District through this Agreement shall be considered confidential and shall not be released by District without Consultant's prior written authorization, except as required by law. District shall provide reasonable notice to Consultant related to the required release of information to afford Consultant an opportunity to seek a court order, should it desire to do so, preventing the release of confidential information. District, its officers, employees, or agents, shall not without written authorization from Consultant, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement, except as required by law. Response to a subpoena or court order shall

not be considered "voluntary" provided District gives Consultant notice of such court order or subpoena.

- C. Consultant shall promptly notify District should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the District, unless the District is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the District of such Discovery. District retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless District is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with District and to provide the opportunity to review any response to discovery requests provided by Consultant. However, District's right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.
- D. Each party acknowledges that the wrongful use or disclosure of confidential information of the other party may result in irreparable harm for which there will be no adequate remedy at law. In the event of a breach by the other party or any of its officers, employees, or agents of its or their obligations under this Section, the non-breaching party may immediately terminate this Agreement without liability to the other party and may bring an appropriate legal action to enjoin such breach and shall be entitled to recover from the breaching party reasonable legal fees and cost in addition to other appropriate relief.

XV. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To District:	Monterey Peninsula Airport District
	Attn: Mike La Pier
	200 Fred Kane Dr., #200
	Monterey, CA 93940

To Consultant:

Chris Chidlaw
126 El Dorado St.
Monterey, CA 93940

XVI. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the District, and District will not assign this Agreement, nor any part thereof, without the prior written consent of Consultant. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Consultant shall perform the services described in this Agreement. Before retaining or contracting with any sub-consultant for any services under this Agreement, Consultant shall provide District with the identity of the proposed sub-consultant, a copy of the proposed written contract between Consultant and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying District as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from District for such insurance.

XVII. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

XVIII. GOVERNING LAW

The District and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the District.

XIX. MODIFICATION AND WAIVER

Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representatives of both parties. The failure of a Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of any such provision. The past waiver of a provision by either Party shall not constitute a course of conduct or a waiver in the future of that same provision.

XX. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

XXI. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

Consultant

By: _____
(Signature)

(Typed Name)

(Title)

Monterey Peninsula Airport District,
A California Special District

Michael La Pier, AAE

APPROVED AS TO FORM:

By: _____

EXHIBIT A

TASKS TO BE PERFORMED

Scope of Operations:

- Press releases
- Strategic Planning for Public Relations
- New Air Service promotions
- Key message development
- Destination marketing
- Creating a strong community presence for the Airport
- Public Relations that drives more people to use the Airport – business driving Public Relations
- Create a powerful public presence
- Keep media updated with events and happenings at the airport and schedule meetings with Executive Director, as appropriate
- Attend Governmental meetings when necessary and act as liaison between the airport and Government officials.
- Point person for community partnerships and sponsorships
- Negotiating contracts involving media or community sponsorships
- Creation and distribution of consumer surveys
- Preparation of monthly report to present to Executive Director and Board of Directors
- Additional tasks as outlined in attached proposal from Consultant
- Advertising consulting services

Monterey Regional Airport

Public Relations/Community-Media Outreach

Presented by: Chris Chidlaw-Chidlaw Marketing

Public Relations

Bridge the gap between the Airport and the public

- Press releases
- Strategic Planning for Public Relations
- New Air Service promotions
- Key message development
- Destination marketing
- Creating a strong community presence for the Airport
- PR that drives more people to use the Airport— business driving PR
- Create a powerful public presence

Media and Community Outreach

- Keep media updated with events and happenings at the airport. Schedule meeting with Executive Director as appropriate
- Attending Governmental meetings when necessary. Liaison between the airport and Government officials.
- Point person for community partnerships and sponsorships
- Negotiating contracts involving media or community sponsorships
- Consumer surveys

Game Plan

- Meet with the Executive Director to develop a monthly, 3 month and a 6 -month strategic game plan
- Map out a strategic worksheet with dates, timelines and objectives
- Incorporate resources of Buzz PR for State and National PR Coverage
- Ongoing monthly meetings to discuss upcoming PR/Outreach opportunities
- Discuss what City and County meetings to attend and what role to play
- Prepare a monthly report/summary to present to Executive Director.

Road Show

- Starting in late 2022 the Monterey Regional Airport will take its story on the Road. A 4-5 month project to reach out to top community organizations and groups. From Santa Cruz to Salinas to Monterey to King City, the Road Show will cover the entire Central Coast
- 15-20 minute presentation with Video and PowerPoint
- Topics include:
 - Expanded Air Service over the past several years
 - Economic impact the Airport has in the Community
 - Future Air Service possibilities
 - What the future holds including a new Terminal

Groups to Target

- Monterey Rotary
- Salinas Rotary
- Santa Cruz Rotary
- South County Rotaries
- Chamber of Commerce's
- Neighborhood Groups
- Hospitality Organizations
- Ag Organizations
- Military Organizations
- Lions and Kiwanis Clubs

Investment

\$4250 per month includes all fees
including any incurred by Buzz PR

EXHIBIT B

PAYMENT SCHEDULE

The fees for services as outlined are \$4,250 per month, which are generally allocated to public relations and community-media outreach services (\$3,500) and advertising retainer services (\$750).

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of District, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to District.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Consultant shall submit to District, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of District, its officers, agents, employees and volunteers.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to District as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with District at all times during the

term of this contract. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant 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 Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against District, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the District to inform Consultant of non-compliance with any requirement imposes no additional obligations on the District nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other

requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to District with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that District and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to District for review.

Agency's right to revise specifications. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by District. District reserves the right to require that self-insured retentions be

eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by District.

Timely notice of claims. Consultant shall give District prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

AGENDA ITEM: G-3
DATE: October 19, 2022

TO: Monterey Peninsula Airport District Board of Directors
FROM: Michael La Pier, A.A.E., Executive Director
SUBJ: Resolution No. 1832, A Resolution Authorizing and Approving the Creation of the Position of Deputy Director, Eliminating the Position of Deputy Director Strategy and Development, and Amending the Fiscal Year 2023 Salary Schedule as Amended September 27, 2022 by Resolution No. 1830, Listing Salary Ranges for the Monterey Peninsula Airport District

BACKGROUND. With the retirement of the Deputy Executive Director, Administration and Finance, it was noted there is an opportunity to reorganize the management structure of the Airport at the highest level to address the current operating practices of the organization more accurately. In partial response, the position of Controller was created on September 27, 2022, eliminating the position of Deputy Executive Director, Administration and Finance.

Since the position of Deputy Director Strategy and Development was created in 2018 the role has evolved into even higher-level duties and responsibilities, not all of which are reflected in the job description for the position.

It is Staff's recommendation that the position of "Deputy Director Strategy and Development" be eliminated, and the position of "Deputy Director" be created to reflect the current level of duties and responsibilities of the Deputy Director Strategy and Development. This position will oversee management of programs, planning and projects, including financial planning related to grant activities, budgeting, and execution and will continue to provide strategic oversight and direction across the Airport's business departments of aviation, operations, multi-media, property management, maintenance, and planning and development. The position will perform with a high degree of independent judgement, discretion, and confidentiality. The Deputy Director would report to the Executive Director and be under his/her direct supervision.

Pursuant to Government Code, the Board is required to annually approve the salary schedule listing the various salary ranges for District employees. On June 15, 2022 the Board approved Resolution No. 1822, A Resolution Authorizing and Approving the Fiscal Year 2023 Salary Schedule, Listing Salary Ranges for the Monterey Peninsula Airport District, which was amended by Resolution No. 1830 on September 27, 2022, and is currently in effect. With the Board approval of the creation of the Deputy Director position, the salary range for the Deputy Director would be incorporated in the Amended Fiscal Year 2023 Salary Schedule and the position of Deputy Director Strategy and Development would be eliminated.

SCOPE. Create a full-time Deputy Director position and amend the Fiscal Year 2023 Salary Schedule to incorporate the position and eliminate the Deputy Director Strategy and Development position.

IMPACT ON OPERATING EXPENSE. The position to be eliminated, Deputy Director Strategy and Development, was budgeted in the current budget at \$190,105.00 fully burdened. The

proposed new position, Deputy Director, would carry a fully burdened budget impact of \$247,191.62 resulting in a net full year budget impact of \$57,086.62. Adjusting to reflect an eight (8) month impact for the new position, the net budget impact would be \$38,270.45 for the current fiscal year.

RECOMMENDATION. Adopt Resolution No. 1832, A Resolution Authorizing and Approving the Creation of the Position of Deputy Director, Eliminating the Position of Deputy Director Strategy and Development, and Amending the Fiscal Year 2023 Salary Schedule as Amended September 27, 2022 by Resolution No. 1830, Listing Salary Ranges for the Monterey Peninsula Airport District

ATTACHMENTS.

Resolution No. 1832
FY 2023 Salary Schedule, as Amended
Deputy Director Job Description

RESOLUTION NO. 1832

A RESOLUTION AUTHORIZING AND APPROVING THE CREATION OF THE POSITION OF DEPUTY DIRECTOR, ELIMINATING THE POSITION OF DEPUTY DIRECTOR STRATEGY AND DEVELOPMENT, AND AMENDING THE FISCAL YEAR 2023 SALARY SCHEDULE LISTING SALARY RANGES FOR THE MONTEREY PENINSULA AIRPORT DISTRICT

WHEREAS, the District has created the position of Deputy Director to reflect the current level of duties and responsibilities of the Deputy Director Strategy and Development.

WHEREAS, the position of Deputy Director Strategy and Development has been eliminated.

WHEREAS, pursuant to Government Code, on June 15, 2022 the Board approved Resolution No. 1822, A Resolution Authorizing and Approving the Fiscal Year 2023 Salary Schedule, Listing Salary Ranges for the Monterey Peninsula Airport District, which was amended by Resolution No. 1830 on September 27, 2022.

WHEREAS, the salary range for the Deputy Director is incorporated in the Amended Fiscal Year 2023 Salary Schedule.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: That the position of Deputy Director is hereby created, the position of Deputy Director Strategy and Development is hereby eliminated, and compensation of all employees of the Monterey Peninsula Airport District as set forth and prescribed in the FY 2023 Salary Schedule Listing Salary Ranges, as amended, is hereby approved and adopted. A copy of said schedule is attached hereto and made a part of by reference as though the same were set forth in full herein.

AND BE IT FURTHER RESOLVED: That there be filed in the office of said District, said Salary Schedule in accordance with and designated "Monterey Peninsula Airport District Fiscal Year 2023 Salary Schedule" listing salary ranges.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 19th day of October 2022 by the following roll call vote:

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

Signed this 19th day of October 2022

Carl M. Miller, Chair

A T T E S T

Michael La Pier, A.A.E.
District Secretary

**MONTEREY PENINSULA AIRPORT DISTRICT
FISCAL YEAR 2023 SALARY SCHEDULE**

Adopted June 15, 2022 by Resolution No. 1822, As Amended by Resolution No. 1830, September 27, 2022 and by Resolution No. 1832, October 19, 2022

EFFECTIVE: July 1, 2022

PER CONTRACT

EXECUTIVE DIRECTOR	ANNUAL	193,000
--------------------	--------	---------

Position Titles	FY 2023 Salary Ranges	
	Min	Max

DEPUTY DIRECTOR	ANNUAL	160,000	185,000
	PER MONTH	13,333	15,417
	PER HOUR	76.92	88.94
DEPUTY EXECUTIVE DIRECTOR - ADMINISTRATION AND FINANCE	ANNUAL	128,606	158,090
	PER MONTH	10,717	13,174
	PER HOUR	61.83	76.00
CONTROLLER ADMINISTRATION AND FINANCE	ANNUAL	118,606	148,090
	PER MONTH	9,884	12,341
	PER HOUR	57.02	71.20
SUPERINTENDENT OF FIELD OPERATIONS	ANNUAL	96,000	110,000
	PER MONTH	8,000	9,167
	PER HOUR	46.15	52.88
OPERATIONS MANAGER	ANNUAL	64,952	93,943
	PER MONTH	5,413	7,829
	PER HOUR	31.23	45.16
PROJECT MANAGER	ANNUAL	59,034	93,943
	PER MONTH	4,919	7,829
	PER HOUR	28.38	45.16
FINANCIAL ACCOUNTANT	ANNUAL	60,345	93,943
	PER MONTH	5,029	7,829
	PER HOUR	29.01	45.16
ACCOUNTING SPECIALIST	ANNUAL	51,355	77,367
	PER MONTH	4,280	6,447
	PER HOUR	24.69	37.20
SENIOR EXECUTIVE ASSISTANT	ANNUAL	60,345	93,943
	PER MONTH	5,029	7,829
	PER HOUR	29.01	45.16
EXECUTIVE ASSISTANT	ANNUAL	50,681	76,344
	PER MONTH	4,223	6,362
	PER HOUR	24.37	36.70
PUBLIC RELATIONS SPECIALIST	ANNUAL	71,000	88,000
	PER MONTH	5,917	7,333
	PER HOUR	34.13	42.31
PROPERTY SPECIALIST	ANNUAL	60,345	93,943
	PER MONTH	5,029	7,829
	PER HOUR	29.01	45.16
SOCIAL MEDIA SPECIALIST	ANNUAL	66,000	84,200
	PER MONTH	5,500	7,017
	PER HOUR	31.73	40.48
MAINTENANCE MANAGER	ANNUAL	74,616	105,647
	PER MONTH	6,218	8,804
	PER HOUR	35.87	50.79
MAINTENANCE LEAD WORKER	ANNUAL	53,704	75,867
	PER MONTH	4,475	6,322
	PER HOUR	25.82	36.47

**MONTEREY PENINSULA AIRPORT DISTRICT
FISCAL YEAR 2023 SALARY SCHEDULE**

Adopted June 15, 2022 by Resolution No. 1822, As Amended by Resolution No. 1830, September 27, 2022 and by
Resolution No. 1832, October 19, 2022

Position Titles	FY 2023 Salary Ranges	
	Min	Max
MAINTENANCE WORKER	ANNUAL	43,511
	PER MONTH	3,626
	PER HOUR	20.92
CUSTODIAN	ANNUAL	37,208
	PER MONTH	3,101
	PER HOUR	17.89
HOURLY WAGE FOR PART-TIME (NO BENEFITS)		
None		

NOTE 1: INDICATED SALARY RATES DO NOT INCLUDE PAGER/IMMEDIATE RESPONSE PAY FOR MAINTENANCE/CUSTODIAL POSITIONS.

PAGER PAY: \$200 per week to the individual responsible for pager/immediate response.

NOTE 2: INDICATED SALARY RATES DO NOT INCLUDE AUTOMOBILE ALLOWANCES FOR EXECUTIVE MANAGEMENT POSITIONS.

AUTO ALLOWANCE: \$750 per month to Executive Director.

NOTE 3: INDICATED SALARY RATES DO NOT INCLUDE TECHNOLOGY ALLOWANCE FOR EXECUTIVE DIRECTOR.

TECHNOLOGY ALLOWANCE: \$200 per month to Executive Director.

NOTE 4: INDICATED SALARY RATES DO NOT INCLUDE HEALTH AND WELLNESS ALLOWANCE FOR EXECUTIVE DIRECTOR.

HEALTH AND WELLNESS ALLOWANCE: \$412 per month to Executive Director.

NOTE 5: INDICATED SALARY RATES DO NOT INCLUDE COMPENSATION FOR THE BOARD OF DIRECTORS.

DIRECTOR COMPENSATION: \$105 per meeting/day of service; not to exceed \$630 per month.



JOB DESCRIPTION

JOB CLASSIFICATION: Deputy Director
JOB TITLE: Deputy Director
REPORTS TO: Executive Director
APPROVED BY: Executive Director

DEPARTMENT: Planning & Development
EXEMPT: Yes
APPROVED DATE: 10/19/22
REVISED:

JOB SUMMARY: Under the direction and supervision of the Executive Director, the Deputy Director will perform a variety of advanced and complex projects and assignments. The Deputy Director provides strategic oversight and direction across the Airport's business departments of aviation, operations, multi-media, property management, maintenance, and planning and development.

The Deputy Director is an integral part and lead point-of-contact for organization, execution, and responsibility for the management of key airport documents, studies, and programs. These include but are not limited to; the Airport Layout Plan, Airport's Master Plan, Airport Capital Improvement Program, Sustainability, Environmental Compliance; compliance with FAA regulations and applicable Federal, State and Local rules and regulations. This position exercises direct supervision over the personnel within the assigned program areas.

ESSENTIAL DUTIES AND RESPONSIBILITIES: The list of duties is representative and not intended to be all inclusive of the duties expected of this position.

- Assist the Executive Director in facilitating effective decision-making. Consults with and advises the Executive Director on policies, programs and activities related to business development, planning, design, construction, maintenance, and operations of Airport buildings, facilities, and systems.
- Support Executive Director in all efforts to promote development of airport property for revenue generation.
- Represent the Executive Director in the daily operations, business, and development of the Airport.
- Oversee management of programs, planning and projects, including financial planning related to grant activities, budgeting, and execution. Analyze operations to evaluate performance and to determine areas of potential cost reduction, program improvement, or policy change.
- Research federal, state, and local funding sources; develop grant applications and execute grant projects.
- Assess inquiries, determine the proper course of action and delegate to the appropriate individual to manage.
- Manage and direct special projects and initiatives.
- Lead the development of Airport initiatives (as assigned), strategic plans (including Airport Master Plan), and policies and procedures.
- Manage, schedule, supervise and review the work of professional and technical staff and consultants and contractors; advise and assist subordinates in administering development projects. Train, oversee and evaluate the work product of other personnel.
- Manage projects: plan, direct, track and coordinate activities of projects, including but not limited to capital projects (Government or District funded), major maintenance projects, information technology projects, and tenant improvement/development projects through all phases of construction, to ensure completion within prescribed time frames and funding parameters.

- Manage/maintain necessary liaison with FAA ADO; submit required construction forms, project contracts, bid results, and other project related actions as needed.
- Manage effective relationships with District contracted real estate and development professionals.
- Prepare and coordinate with Executive Director necessary Board actions for project review and approval; write project briefings.
- May recommend procedures and policies related to the District's information technology.
- Recruit, hire, supervise, train, mentor, and discipline subordinate employees.
- Perform with a high degree of independent judgement, discretion, and confidentiality.
- Act as Acting Executive Director as appointed by the Executive Director during his/her absence.

QUALIFICATION REQUIREMENTS: To perform this job successfully, the employee must be able to perform each essential duty satisfactorily. Employee is responsible for performing work accurately with minimal supervision. Requirements listed below are representative of the knowledge, skill and/or ability required.

EDUCATION AND/OR EXPERIENCE

- Bachelor's degree (BA/BS) or equivalent job experience.
- Five years related experience in project management and/or public grants management, or equivalent job experience.
- Five years of supervisory experience.

KNOWLEDGE OF:

- FAA 14 CFR Part 139 and Airport Security 49 CFR Part 1542
- Principles of airport facility requirements analysis, airspace (including Part 77 and TERPS analysis).
- Principles of airport land use, airfield planning, airport master planning and related analyses.
- Familiarity with Federal Aviation Administration (FAA) Advisory Circulars and Orders.
- Knowledge of airport master plans.
- Principles of environmental compliance assurance.
- Principles of economic impact evaluations.
- Principles of water quality and land quality and the interactions of aviation as it relates to the environment.
- Computer hardware and common business software (MS Office, AutoCAD, GIS, Photoshop, and Adobe Acrobat).

ABILITY TO:

- Read, analyze, and interpret general business periodicals, professional journals, and governmental regulation.
- Define problems, collect data, establish facts, and draw valid conclusions.
- Interpret a variety of instructions furnished in written, oral, diagram, or financial schedule form.
- Multi-task and determine and direct personal effort to accomplish priorities.
- Effectively and tactfully present information to and communicate with employees, managers, board members, consultants, the general public, and customers.
- Effectively present information to, and communicate with, Board Members, department managers, employees, public groups, regulatory agencies and others.
- Define problems, collect data, establish facts, and draw valid conclusions.
- Make sound independent decisions when circumstances warrant such action.
- Maintain the highest level of integrity and confidentiality.

GENERAL REQUIREMENTS:

- Meets or exceeds the performance factors indicated on the Performance Appraisal form.
- Presents a neat, professional appearance.
- Conduct that reflects positively on the Monterey Regional Airport and encourages others to do the same.
- Maintains confidentiality on all matters related to airport business.
- Organized and analytical, independent, and self-motivated, enthusiastic and dependable.
- Employs effective interpersonal skills, establishes positive relationships with internal and external customers, and participates positively as a team member.

- Interprets, plans, organizes, develops, and implements programs, goals, objectives, policies and procedures.
- Adjusts to tasks and focuses with composure to meet changing deadlines and priorities.
- Uses equipment and materials in a safe and acceptable manner, follows established safety procedures, uses appropriate safeguards, and observes common sense rules of safety in all on-the-job activities.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is regularly required to sit. The employee is occasionally required to stand, stoop, kneel and crouch. The employee frequently is required to walk; to use hands to repetitively finger, handle or feel objects, tools and use a computer/typewriter keyboard; to reach with hands and arms; and to talk or hear in person and over the telephone.
- The employee is frequently required to drive a motor vehicle, both on and off airport property.
- The employee must occasionally lift and/or move up to 50 pounds, but regularly lifts or pushes items weighing 5-10 pounds.
- Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job in a typical office environment. The noise level in the work environment is usually low to moderate. Overhead aircraft noise occurs intermittently throughout the day. High exposure to aircraft noise may occur when working near or on the airfield. The employee:

- Generally works indoors.
- Sometimes works near moving mechanical parts and office machinery.
- Occasionally is exposed to dust and to the risk of electrical shock.

SPECIAL REQUIREMENTS: Prior to employment, applicant must complete and/or provide all of the following:

- Proof of eligibility to legally work in the United States.
- Successful completion of background investigation.
- Ability to pass the Airport's physical examination, including pre-employment testing in accordance with the Airport's drug/substance abuse policies.
- Possess a valid California Motor Vehicle Driver's License and be insurable with the Airport's insurance carrier at the standard rate.

ACKNOWLEDGMENT & RECEIPT

I acknowledge that I have received, read, and sought clarification of any questions I have about the content of this job description. I further understand that, in order for the Airport to retain necessary flexibility to meet organizational needs, this job description may be modified from time to time.

Employee Signature

Date

MONTEREY PENINSULA AIRPORT DISTRICT ON-AIRPORT RENTAL CAR OPERATOR LEASE AND CONCESSION AGREEMENT

THIS OPERATING AGREEMENT ("AGREEMENT"), dated as of January 1, 2023 ("Effective Date") is made between the **Monterey Peninsula Airport District**, a special district of the State of California ("District" or "Airport") and _____ ("Tenant"), with reference to the following facts and objectives:

- A. District owns and operates the Monterey Regional Airport, a public airport located in the County of Monterey, State of California ("Airport").
- B. Operator is engaged in the management of an automobile business at the Airport.
- C. District desires to grant and Operator desires to hire and obtain certain rights, licenses, and privileges to operate at the Airport.
- D. District believes it is important to the travelling public that quality automobile transportation be available for hire or rental by air passengers arriving at the Airport and by other users of the Airport.

NOW, THEREFORE, District and Tenant agree as follows:

1. TERMINATION OF PRIOR AGREEMENTS

This agreement shall terminate and supersede any prior agreement or agreements between District and Tenant, and all prior agreement or agreements between District and Tenant are of no further force and effect.

2. PREMISES

District rents to Tenant, and Tenant hires from District, those areas of the types described below, each as is more particularly defined or shown in Exhibit "A" attached to this Agreement (the "Premises"). Tenant shall use the Premises and Airport solely for the purpose of providing automobile rental services to the public.

3. TERM

The term of this Agreement shall commence on January 1, 2023 and shall terminate on December 31, 2023 ("Initial Term"). Upon completion of the Initial Term, this Agreement will automatically renew and continue for successive one (1) year terms ("Successive Term"), unless a written notice of non-renewal is delivered by a Party to the other Party no later than one hundred eighty (180) days prior to the completion of the Initial Term or Successive Term, or unless this Agreement is sooner terminated pursuant to the provisions of this Agreement.

3.1 Office Space. Multi-purpose office space located in the Airport Terminal as depicted on Exhibit "B".

3.2. Counter Space. Multi-purpose counter space adjacent to the office space in the Airport Terminal as depicted in Exhibit “B”. Any portion of the counter space area that is within the common-use corridor of the corridor of the Airport Terminal shall be rented to Tenant on a non-exclusive basis.

3.3 Ready Parking Spaces. Ready parking spaces within a common-use lot adjacent as depicted on Exhibit “C”.

3.4 Tower Vehicle Storage Spaces. Vehicle storage spaces within the common-use lot located east of the FAA Tower Parking Area as depicted on Exhibit “D”.

3.5 Overflow Vehicle Storage Area. Unimproved parking area within a common use lot located in the vicinity of the intersection of Highway 68 and Olmsted Road as depicted on Exhibit “E”.

3.6 Substitute Property. The Parties acknowledge that the District intends to construct a new terminal. In the event that the District determines, in its sole and absolute discretion, that it needs to reacquire any of the property leased to Tenant through this Agreement, the District shall provide substitute property in similar size and functionality as the property that the District reacquires. The District shall provide as much notice as possible to Tenant prior to the reacquisition of property, but in no event shall the Tenant receive less than ninety (90) days’ notice.

4. TENANT’S RESPONSIBILITIES

4.1 Equipment and Fixtures. Tenant, at its own cost and expense, will be required to provide in its concession area all equipment, fixtures, decorations, materials and supplies which Tenant may need to conduct the rental car operation in a first-class, business-like manner, and all of which shall be of high quality, safe, modern in design, attractive in appearance and in keeping with the general architecture and décor of the Airport Terminal’s facilities, and all of which shall be subject to written approval of Airport’s Executive Director prior to installation.

4.2. Business Hours. Tenant’s business hours shall remain open to serve seven days per week from (1) a time each day that is at least one hour before the first scheduled airline departure or (2) the time of the first scheduled airline arrival, whichever occurs earlier, to (1) a time that is least forty minutes after the actual time of the last airline arrival or (2) the time of the last airline departure, whichever occurs later. Tenant’s schedule of business hours shall be subject to periodic review upon the written request of Tenant to Airport’s Executive Director or Airport’s Executive Director to Tenant. As a result, Airport’s Executive Director may require an expansion or allow reduction of the hours of operation as public demand requires. In addition to any other remedies available to District as outlined in this

Agreement, in the event that Tenant Client fails to operate the counter with personnel during the business hours outlined in this paragraph, the District will suffer a substantial injury for which it is impracticable or extremely difficult to fix actual damages. In an effort to establish, or liquidate, in advance the sum that should represent such damages, Tenant agrees to pay District \$1,000 per day for each and every day that the Tenant fails to operate the counter with personnel during the business hours outlined in this paragraph. The Parties acknowledge and agree that the sums payable under this paragraph shall constitute liquidated damages and not penalties and are in addition to all other rights of the District, including the right to call a default under this Agreement.

4.3 Supervision. Tenant shall always retain an active, qualified, competent, and experienced representative, authorized to represent, and act for Tenant, to supervise its operations at the Airport. During any temporary periods of absence by Tenant's representative, an alternate representative of Tenant with like authorization must be present. Tenant shall always keep Airport's Executive Director advised as to who Tenant's representative is and how immediate communication can be established with that representative on a 24-hour basis in the event of an emergency.

4.4 Employees. Tenant's employees shall be clean, courteous, efficient, and neat in appearance. Tenant shall not employ any persons in or about the Airport who shall use improper language or act in a loud or boisterous or otherwise improper manner. While on duty and in public view, employees shall limit the use of cell phones and earphones. Upon written notification to Tenant that any person employed by Tenant at the Airport, is, in the District's opinion, disorderly, discourteous, unkempt, or otherwise unsatisfactory, immediate, and appropriate corrective action shall be taken by Tenant to ensure that such unsatisfactory and unacceptable conduct does not reoccur.

4.5 First-Class Operation. Tenant shall operate the rental car operation in a first-class manner, in accordance with the highest standards for this type of service at other airport terminals and within the rental car industry. The rental car service shall be prompt, clean, courteous, efficient, and otherwise of the highest quality, and adequate to meet all reasonable demands for rental car services at the Airport.

4.6 Number and Condition of Automobiles. Tenant, at its own cost and expense, shall always maintain on the Airport an adequate number of automobiles to reasonably meet the public demand. All automobiles shall at all times be maintained by Tenant, at its own cost and expense, in good operating order and free from known mechanical defects and shall be kept in clean, neat, and attractive condition, inside and out.

4.7 Vehicles Sales. Tenant shall not operate vehicle sales on the Premises

without first obtaining the written consent of Airport's Executive Director, which shall not be unreasonably withheld, and provided that such vehicle sales operations shall be subordinated to all of Tenant's rental car operations at the Airport. District shall have strict control of this activity and may at any time immediately suspend this activity if, in the sole discretion of Airport's Executive Director, the vehicle sales operation adversely impacts the Airport. The use of any signs, spotlights, balloons, banners, or other promotional type of activities which are commonly used in connection with vehicle sales operations are strictly prohibited. All revenue generated from vehicle sales operations conducted on Airport property shall be considered Gross Revenue.

5. CONCESSION AND FACILITY FEES

5.1 Minimum Annual Guarantee and Percentage Fee. Tenant shall pay to District as compensation for the concession privileges granted under the Agreement the greater of the Minimum Annual Guarantee or a Percentage Fee equal to ten percent (10%) of the Gross Receipts derived by Tenant from the operation of its automobile rental business as authorized by the Agreement.

5.2 Minimum Annual Guarantee. The Minimum Annual Guarantee (MAG) for the first year of this agreement shall be \$10,000 per month. The MAG for each Successive Term of this Agreement shall be 85% of the Tenant's actual payment to the District for the previous contract year of this agreement, or the Minimum Annual Guarantee for the prior contract year, whichever is greater. For any period of less than one (1) calendar month that this Agreement shall be in effect, the Minimum Annual Guarantee shall be calculated on a pro rata basis. Payments of one-twelfth (1/12) of the MAG shall be due in advance without demand, offset of invoice of the first (1st) day of each month during the term of this Agreement.

Percentage Fee. The Percentage Fee for each year of this agreement shall be calculated as ten percent (10%) of Gross Receipts from all business operations conducted on the Premises in accordance with Section 6.2

5.3. Payment of Minimum Annual Guarantee, Percentage Fee, and Other Fees. All payments and fees shall be due and payable monthly in accordance with the provisions of Paragraph 9.

6. RENT

6.1 Commencement Date. Starting on the Commencement date of this Agreement and continuing each month thereafter, Operator shall pay the following rent to the District:

A. Airport Terminal Building Rent. Operator shall pay the current Airport

Rates and Charges square footage rate for their uses and occupancy of a portion of the Airport Terminal Building as outlined in Exhibits "A" and "B".

1. Operator shall pay the current Airport Rates and Charges square footage rate for their uses and occupancy of a portion of the Airport Terminal Building as outlined in Exhibits "A" and "B". Operator's current monthly rate is \$4.40 per square foot. Adjustments to this rent will be in accordance with the Airport's Rate and Charges modifications approved by the District and shall occur annually every July 1 throughout the term of this agreement.

B. Parking Rent. If operator needs additional parking outside of the designated areas on Exhibits "C", "D", and "E", Rental Car Parking, Return Lot and Staging Areas, the Airport, or Airport's parking management company, will designate parking stalls, if available on the Airport for additional automobile rental parking only. The charge for this parking will be listed in the Master Fee Schedule or Airport Rates and Charges under Vehicle Parking Fees; Landside Parking; Commercial Tenant Long-Term Lot Fee. Operator must give prior notice of the number of parking spaces that the Operator requires and pay the fee(s) in accordance with this section. Any automobile belonging to Operator found parked on the Airport (not including allocated parking spaces in Exhibits "C", "D", and "E") without permission shall pay the District the amount of \$50.00 per day per automobile until moved. Each unauthorized vehicle is also subject to ticketing by Airport personnel and/or any law enforcement agency having jurisdiction at the Airport; these fines will be in addition to the \$50.00 per day per unauthorized automobile charge.

6.2 Gross Receipts. Gross receipts shall include, but shall not be limited to, all revenues from the following:

A. The rental or sale of goods or services under this Agreement, including, but not limited to, all monies or other consideration generated or received by Operator for the conducts of business pursuant to this Agreement, unless specifically excluded below in section 6.3 "Exclusion from Gross Receipts". Gross Receipts shall be determined by the total of charges listed on a customer receipt less any items specifically excluded. All monies or other consideration shall include the following:

1. Time and Mileage Charges and Rental Charges; Fees for insurance coverage, including Loss Damage Waiver (LDW);

Partial Loss Damage Waiver (PDW); Additional (Supplemental) Liability Insurance (ALI/SLI); Personal Accident Insurance (PAI); Personal Effects Protection (PEP); Extended Roadside Assistance; Emergency Sickness Protection; and all other insurance coverage items offered now or in the future during the term of this Agreement.

2. Fees for rental equipment, including child safety seats, satellite radio access, recreational gear and car racks for recreational gear, tire chains, personal computers, GPS systems, and any other equipment offered now or in the future during the term of this Agreement.
3. Additional fees charged to Customers, including: Additional and underage fees; Upgrade and exchange fees; Fees for fueling; Pre-paid and other petroleum products; Inter-County charges (drop fees); Transportation fuels; Early and late fee return fees; Parking fees, including fee for valet parking; Toll and toll device fees; Tire and battery fees; Concession Recovery fees; Automobile license recovery fees; Frequent flyer recovery fees; Fees for miscellaneous services including road side assistance; Other fees charged now or in the future during the term of this Agreement.
4. The value of coupons and vouchers purchased by corporations and tour companies, either in advance or invoiced after use, if the rental charges are not shown in the actual receipt.
5. The contacting for delivering, picking up, or renting of rental automobiles from the Airport property, regardless of ownership, area, fleet, or location assignment and without regard to manner in which, or place at which, the rental automobiles are ordered or furnished or where the rental automobiles are returned, and without regard to duration, or of where, how or by whom payment is made.
6. A transaction in which a rental automobile is exchanged elsewhere when the rental automobile was originally contracted for, delivered, supplied, or rented at the Airport. The Operator shall not allocate transactions to any other location, regardless of which city or location own the rental car, or where the rental car is ultimately returned.

6.3 Exclusion from Gross Receipts

- A.** Each exclusion from Gross Receipts shall be segregated in the Operator's monthly statement of Gross Receipts under this Agreement.
- B.** Any taxes now or hereinafter levied or imposed by any local, state, or federal law which are separately stated in the rental agreement are paid by the customer and which are directly payable to the taxing or tax collecting authority by the Operator. This exclusion shall include automobile license fees, if separately stated on the rental agreement are paid by the customer.
- C.** Sums received as insurance proceeds or otherwise for damage to automobiles or other property of Operator; sums received for loss, coverage, or abandonment of Operator's automobiles; and amounts paid by customers or Operator and billed as separate charges to satisfy Operator's right to recovery from customers for damage to the automobile rented.
- D.** Any sums received from the disposal of furniture, fixtures, and equipment.
- E.** Any sums received from a customer for reimbursement of impound fees, and parking tickets.
- F.** Corporate discount rebates, but only to the extent that Operator provides auditable proof to District that the discounts or rebates are specifically attributable to rental agreements with customer at the Airport.
- G.** Each transaction made during installment or credit shall be treated as a transaction for the full price in the month during which such charge or transaction occurs, regardless of when the Operator receives payment, whether full or partial.
- H.** In no event shall the Operator's Gross Sales from any transaction be negative in any revenue for purposes of this Agreement.
- I.** Operator may pass through the 10% concession fee to its customer and may "gross up" the concession fee pass thru because concession fee revenue is included as Gross Receipts per Section 6.2 Gross Receipts of this Agreement. The amount of concession fee pass thru should not exceed 11.11% on the

rental car invoice.

- J. Gross sales shall not be reduced by bank charges, uncollected or uncollectible credit accounts, charges made by collection agencies, bad debt losses, or any other commission or other amount paid out or rebated by the Operator to travel agents or others with respect to any rental or sale of goods or services.

7. Customer Facility Charge

District has authorized a Customer Facility Charge ("CFC") of \$10 per rental agreement. Subject to applicable regulatory requirements, District reserves the right to modify and/or amend the previously approved CFC.

8. Adjustment of Rents/Rental Rates

8.1 Adjustments. An adjustment shall be made at the end of each and every Lease Year with respect to any underpayment or overpayment of the Concession Fee, including any adjustments on account of MAG abatement. The monthly rents/rental rates may be adjusted from time to time to conform to rates and charges established by any resolution or ordinance by the District's Board of Directors to apply uniformity at the Airport.

8.2 Notification Letter. District will notify Tenant of rents/rental increases (whether as a result of annual adjustment or otherwise) by sending a notification letter stating the new rent/rental rates and effective date of the increase, which effective date shall not be less than 30 days after the notice is sent to Tenant. Provided that notice is timely sent, it shall not be necessary to amend this Agreement in order for the rent/rental rates to become effective as of the date specified in the notice.

8.3 Security and Faithful Performance Deposit. Tenant shall promptly upon entering into this Agreement, provide the District with a security deposit in the form of cash/bond/Letter of Credit in the amount of four months' total monthly rent. Tenant shall increase the security deposit so as to maintain on deposit at all times an amount equivalent to four month's then current total monthly rent.

8.4 Other Utility Fees. Water and sewer is provided through the District and will be charged to Tenant on a prorated basis, based on the District's reasonable estimate of Tenant's usage. Trash, disposal, telephone service and all other utilities shall be the responsibility of Tenant.

9. PAYMENT PROCEDURE

9.1 Minimum Annual Guarantee. Except as provided in this Agreement, one twelfth (1/12th) of the Minimum Annual Guarantee is due and payable on the first (1st) day of each

calendar month during the Term of this Agreement and is delinquent if not paid within (5) calendar days of when due and payable.

9.2. Monthly Statement of Gross Receipts and Percentage Fee Payment. On or before the twentieth (20th) day of each following month during the term of this Agreement, Operator shall deliver to the District a correct statement and all applicable fees as follows:

- A. The total Gross Receipts for proceeding month.
- B. The Percentage Fee calculated for the total Gross Receipts for the preceding month (exclusions from Gross Receipts shall be itemized); and the total amount of fees due for the preceding month.

9.3 Monthly Payment. Each monthly payment shall include the greater of the following two amounts: the Percentage Fee computed for the preceding month to one-twelfth (1/12th) of the Minimum Annual Guarantee. The monthly payment is due and payable on the twentieth (20th) day of each following calendar month during the Term of this Agreement, and delinquent if not paid with five (5) days of when due and payable.

9.4 Cumulative Minimum Annual Guarantee and Percentage Fee. Once the cumulative Minimum Annual Guarantee monthly payment and the Percentage Fee monthly payment aggregate to the Minimum Annual Guarantee for the applicable year of the Agreement, only the Percentage Fee shall be paid for the balance of the year.

9.5 Place of Payment. All rents and fees, together with the accompanying reports and statements of Gross Receipts, shall be mailed to the following address:

Monterey Peninsula Airport District
ATTN: Accounts Receivable
200 Fred Kane Drive, Suite 200
Monterey, CA 93940

Or other such address as District may from time to time direct in writing.

9.6 Charge For Late Payment. Operator hereby acknowledges that the late payment of fees or any other sums are due hereunder will cause District to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include but are not limited to costs such as administration processing of delinquent notices, increased accounting costs, etc.

Accordingly, if any payment of fees as specified in Section 11.1 "Concession Fees" of this Agreement, or any other sum due to the District is not received by the District by the due date, a late fee of ten (10%) of the payment due shall be added to the payment,

and the total sum shall be due and payable to the District.

Operator and the District hereby agree that such late charges represent a fair and reasonable estimate of the costs that District will incur by reason of Operator's late payment. Acceptance of such late charges (and/or any portion of the overdue payment) by District shall in no event constitute a waiver of Operator's default with respect to such overdue payment or prevent District from exercising any other rights and remedies granted hereunder.

10. RECORDS AND ACCOUNTS

10.1 Records. Operator shall, at all times during the term of this Agreement, keep or cause to be kept true and complete books, records, controls, and accounts of all financial transactions, including the CDC's as applicable, in the operation of all business activities, to be supported by source documents such as sales slips, cash register tapes, purchase invoices, rental car contracts or other pertinent documents.

10.2 The Accounting Year. The accounting year shall be twelve (12) calendar months, commencing on the first day of January and ending the last day of December.

11. ANNUAL RECONCILIATION

11.1 Concession Fees. The District will submit an annual reconciliation of concession fees within ninety (90) days of the end of each Accounting Year. No adjustment of concession fee and/or monthly Minimum Annual Guarantee Payments will be allowed from the Operator after the ninety (90) day period has expired.

11.2 Customer Facility Charges. Within ninety (90) days of the end of each Accounting Year, Operator shall provide an annual reconciliation of CFC revenue, if applicable. The reconciliation shall be prepared and certified as to accuracy by a Certified Public Accountant or the Operator's Corporation's Chief Financial Officer. Any substantiated overpayment will be refunded to Operator within forty-five (45) days of receipt or report. Underpayments will be billed.

Operator acknowledges that any and all of the "Financial Statements" submitted to the District pursuant to this Agreement are Public Record and subject to the public inspection. Income tax returns, if submitted to the District pursuant to this Agreement, shall be treated by the District as Confidential Business Information and therefore not subject to public inspection.

11.3 Audits. All Operator's books of account and records and supporting documents related to this Agreement or to business operations conducted within or from the Airport shall be made available to District upon reasonable notice. District shall, through its daily authorized agents or representatives, have the right to examine and audit said books of

account, records, and supporting source documents at any and all reasonable times, upon prior written request, for the purpose of determining the accuracy thereof, and of the monthly statements of sales made, CFCs collected, and monies received. Income tax returns, if submitted to District pursuant to this Agreement, shall be treated by District as confidential business information and therefore not subject to public inspection, subject to applicable law.

The full cost of said audit, as determined by District, shall be borne by Operator either of the following conditions exists:

- A. Underpayment.** The audit reveals and underpayment of more than three percent (3%) between the fees due and reported and paid by Operator in accordance with this Agreement and the fees due as determined by said audit; and/or
- B. Adequacy of Records.** Operator failed to maintain true and complete books, records, and accounts and supporting source documents in accordance with Paragraph 10, entitled Records and Accounts. The adequacy of records shall be determined by District in its sole and absolute discretion. Otherwise, District shall bear the cost of said audit, except expenses related to the audit of documents kept outside the limits of Monterey County.

Upon the request of District, Operator shall promptly provide, at Operator's expense, necessary data to enable District to fully comply with any requirement of the State of California or the United States of America for information or reports relating to this agreement and to Operator's use of the Airport. Such data shall include, if required, a detailed breakdown of Operator's receipts and expenses.

- C. Possessory Interest/Taxes.** Pursuant to Section 107.6 of the California Revenue and Taxation Code, Operator's interest in the Premises may be subject to property taxation on the possessory interest created by this Agreement. Operator agrees to pay, before delinquency, all lawful taxes, including taxes on Operator's possessory interest, which, during the term hereof, may be or become a lien or be levied upon the real property, improvements or personal property situated upon the Premises, or upon the subject matter of this Agreement.

12. ASSUMPTION OF RISKS

Operator represents that Operator has inspected said Airport and Premises, and all facilities thereupon and in connection therewith, and that Operator accepts the condition of same and fully assumes all risks incidental to use thereof. District shall not be liable to Operator for any damages or injuries to the property

of person, or to other agents, employees, or business visitors of Operator, which may result from hidden, latent, or other dangerous conditions upon said Airport Premises, or which may result from the negligence of District, its agents or employees, or which may result from any condition of fire, construction, earthquake, flood, rainfall, or escape from any channel, regardless of the cause thereof.

13. DESIGNATION, ALLOCATION AND/OR RELOCATION OF READY PARKING SPACES/TOWER VEHICLE STORAGE SPACES/OVERFLOW VEHICLE STORAGE AREA

12.1 Allocated Spaces. District has initially allocated to Tenant the number of Ready Parking Spaces, the number of Tower Vehicle Storage Spaces, and the amount of Overflow Vehicle Storage Area within the Premises as is set forth in Exhibits “C”, “D”, and “E” attached to this Agreement. District reserves the right, from time to time, to reallocate the number of Ready Parking Spaces, the number of Tower Vehicle Storage Spaces and the amount of Overflow Vehicle Storage Area among the various rental car operators at the Airport, based on the market share held by each Operator or other reasonable means as District may in its reasonable business judgement they choose to employ.

12.2 Review of Market Share. District shall review rental car operator's market share each April. Market share data will compare the Gross Receipts reported to District for the twelve months preceding April 1 (twelve months: April 1 through March 31). District shall reallocate the number of Ready Parking Spaces, the number of Tower Vehicle Storage Spaces and amount of Overflow Vehicle Storage Area among the rental car operators based on this analysis effective on May 31 each year. District shall have the right to relocate said Ready Parking Spaces, Tower Vehicle Storage Spaces and Overflow Vehicle Storage Area to other locations in the designated areas for other District purposes.

14. IMPROVEMENTS

Tenant shall not make any structural, mechanical, utility, appliance or sign changes, alterations, additions, or modification to the Premises or construct or install any new improvements to the Premises or enter into any contract for making of any or more of such, without the prior written consent of Airport's Executive Director. If Tenant desires to make improvements to the Premises, the proposed work of improvement presented to Airport's Executive Director in written form together with two sets of detailed plans for the proposed work. The District shall have thirty calendar days within which to approve or disapprove Tenant's proposal. If not approved by District in writing within the thirty-day period, the proposal shall be deemed to have been disapproved. District may condition its approval on the payment by Tenant to District or others of permitting fees. Tenant shall protect the Premises and District from any liens or other charges whatsoever, by reason of Tenant's improvements. In the event Tenant performs any work of improvement to the Premises without the consent of Airport's Executive Director, District may require that

Tenant remove any and all improvements at Tenant's cost and expense. In each instance, the consent of Airport's Executive Director to any such alterations, additions, modifications, or improvements shall be deemed conditioned upon Tenant's full and faithful compliance with the provisions of this Agreement. Tenant further agrees that no banners, pennants, flags, eye catching spinners or other advertising devices, nor any temporary signs shall be permitted to be flown, installed, placed, or erected on the Premises without the prior written consent of Airport's Executive Director.

15. Title To Improvements

Improvements of any kind placed on the Premises by Tenant shall, at the option of the District, be removed by Tenant at Tenant's expense on or by the termination date of this Agreement. As to any or all improvements owned by Tenant for which the District does not exercise the option for removal, title to those improvements shall vest in District without the cost to District without any payment to Tenant upon termination of this Agreement. Machines, appliances, equipment, and trade fixtures of any kind placed in the Premises by Tenant shall be removed by Tenant at the expiration or sooner termination or the term of this Agreement. Tenant agrees to repair any and all damage occasioned by the removal. If any machine, appliances, equipment, or trade fixtures are not removed within thirty days after the termination of this Agreement, they may be considered abandoned and shall become the property of District without cost to District and without payment to Tenant; expect that District shall have the right to have them removed at the expense of Tenant. During any period of time employed by Tenant remove machines, appliances, equipment, or trade fixtures extending beyond the expiration of earlier termination of this Agreement. Tenant shall continue to pay the full rental and other fees to District.

16. MAINTENANCE, CLEANLINESS, ALTERATIONS AND ADVERTISING

16.1 Maintenance. District agrees to keep the roof, exterior walls, plumbing and heating facilities, and the basic electric distribution system of Tenant's counter and office space in good repair; provided however, that Tenant shall be responsible for all damage to District's property caused by any willful act of negligence of Tenant, its agents or employees. District agrees to provide janitorial service for the public space in the Terminal and to keep the public and passenger space in the terminal adequately supplied and equipped. District shall maintain adequate directional signs in the Terminal. Tenant assumes full and exclusive responsibility and liability for any damage or injury to any of Tenant's personal property, equipment, fixtures, and facilities at, in and about the Airport, and for any and all personal property belonging to others in Tenant's custody or possession at the Airport.

16.2 Cleanliness. Tenant agrees to keep the Premises clear and free of all littler, garbage, debris, refuse, and to keep such Premises and area in an orderly and sanitary condition at all times.

16.3 Signage and Advertising. Tenant shall obtain prior written approval from Airport

Executive Director prior to erecting or displaying any directional signs at or on the Airport, which approval shall not be unreasonably withheld. Any and all advertising desired by Tenant on Airport property must be placed through the Airport's exclusive advertising concession operator.

17. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS

Tenant shall, at Tenant's sole cost and expense, comply with all rules, regulations, ordinances, statutes and laws of all county, municipal, state, federal and other governmental authorities, now or hereafter in effect pertaining to the Airport, the Premises, or Tenant's use thereof.

18. PERMITS

Tenant shall obtain and pay for any and all permits required by all federal, state, and local government entities for any and all work on alterations, additions, modifications, installations, or improvements accomplished by Tenant or by others on behalf of or for the benefit of Tenant or caused or allowed to be accomplished by Tenant on the Premises. Any consent from Airport's Executive Director required under this Agreement shall be separate from any other consents or approvals required by any federal, state, or other governmental agency.

19. DISTRICT RULES AND REGULATIONS

District reserves the right to adopt, amend and enforce rules and regulations governing the Premises and the public areas and facilities used by tenant in connection therewith. Such rules and regulations shall be consistent with the safety, security, and all public utility of the Airport and with the rules, regulations, and orders of the Federal Aviation Administration ("FAA") and Transportation Security Administration ("TSA"), and such rules and regulations shall not be inconsistent with the provisions of this Agreement, or the procedures prescribed and approved by the FAA, or TSA with respect to the operation of the Airport. Tenant agrees to observe, obey, and abide by all such rules and regulations heretofore or hereafter adopted or amended by District, including compliance with FAA, TSA and airport security rules, regulations and plans. With respect to the Premises, it shall be the responsibility of Tenant to take all necessary measures to carry out requirements imposed by the TSA on District as operator of the Airport pursuant to the access control system requirements of Section 1542 of Title 49 of the Code of Federal Regulations or to other requirements of 1542; and Tenant may be required to pay any and all civile penalties imposed by the TSA on District in the event that Tenant fails to carry out any such security requirements.

20. INTERRUPTION OF UTILITY SERVICE

Tenant hereby expressly waives any and all claims for damage against District arising from failure or interruption of utility services including but not limited to, electricity, gas, water, plumbing, heat, ventilation, or air conditioning.

21. INDEMNITY AND INSURANCE

21.1 Damages. This Agreement is made upon the express condition that Tenant hereby waives all claim against District for damages to property or for injury or death to any person or persons from any cause excepting however, the negligence of District or any of its agents, employees or servants arising at any time.

21.2 Insurance Coverage. Upon execution of this Agreement and prior to Tenant's exercising any of the rights and privileges herein granted, Tenant shall, at Tenant's expense, obtain and, throughout the life of this Agreement, maintain in full force and effect, a broad form comprehensive coverage policy or policies of public liability insurance protecting both Tenant and District from claims of bodily injury and property damage which may arise out of Tenant's occupancy(ies) and use(s) of the Premises or any portion thereof, or which may arise as a result of any one, more, or all of Tenant's activities/operations on, to, or from the Airport under authority of this Agreement. The required insurance shall include bodily injury and property damage limits of not less than \$1,000,000 combined single limits. The general liability policy shall include Blanket Contractual Liability and Products Liability coverage. Tenant shall maintain Worker's Compensation and Employers' Liability policies in accordance with laws of the State of California and providing coverage for all employees of Tenant. All general liability policies shall name District as an additional insured. Insurance shall be with a company or companies satisfactory to District in the amounts of not less than the specified herein or in minimum amounts as may be subsequently adjusted by District in the exercise of its reasonable business judgment. Tenant shall always during the term of this Agreement, including any extensions or renewal of this Agreement, provide District with a certificate from the insurance carrier or carriers insuring District and Tenant as required by this section. Insurance policies shall not be subject to cancellation except after notice to District by registered mail at least thirty days prior to cancellation. Where policies have normal expirations during the term of this Agreement or of any extension of this Agreement, written evidence of renewal shall be furnished to District at least thirty days prior to expiration.

22. WAIVER OF SUBROGATION

The Parties release each other and their respective authorized representatives from any claims for damage to any person or the Premises and to the fixtures, personal property, Tenant improvement and alterations by District or Tenant in or on the Premises that are caused by a result from the risks insured against under any insurance policy carried by either Party and in force at the time of any such damage to the extent of the insurance proceeds received from such policy. Each Party shall cause each insurance policy

obtained by it to provide that the insurance company waives all right to recovery by way of subrogation against either Party in connection with any damage by any policy. If the issuance cannot be obtained or the Party in whose favor a waiver of subrogation is desired to pay the additional premium charged, the other Party is relieved of the obligation to obtain a waiver of subrogation with respect to the particular insurance involved.

23. TAXES AND ASSESSMENTS

Tenant shall pay, as and when due (but not later than fifteen days prior to the delinquency date) any and all taxes and general and special assessments of any and all types or description whatsoever which, at any time during the term of this Agreement are levied upon or assessed against Tenant, the Premises or any one or more of the improvements belonging to District or Tenant, or upon Tenant's interests in the Premises, improvements, or other property.

24. TENANT'S RIGHT TO APPEAL

Nothing within this article shall be deemed to limit any of Tenant's rights to appeal any levies or assessments in accordance with the rules, regulations, laws, statutes, or ordinances governing the appeal process of the taxing authority making such levies or assessments.

25. DEFAULT

It is mutually understood and agreed that if any default be made in the payment of rent or other charges dues under this Agreement or in the performance of the other covenants, conditions, or agreements contained in this Agreement, or if Tenant fails to fulfill in any manner that uses and purposes for which the Premises are rented, and if such default is not to be cured within three days after the provision of written notice if the default is in the submittal of a report, in the payment of rent or in the performance of any other monetary obligation, or ten days after the provision of written notice if the default is in the performance of any non-monetary or other obligation, then District shall have the right to immediately terminate this Agreement. District shall further have all other rights and remedies as provided by law, including without limitation the right to recover damages from the detriment proximately caused by Tenant's failure to perform under this Agreement.

26. ASSIGNMENT AND SUBLETTING

Assignment of this Agreement is prohibited. Without District's prior written consent, which shall not unreasonably be withheld, Tenant (including without limitation) any subtenant shall not either voluntarily or by operation of law hypothecate or encumber this Agreement or any interest in this Agreement, permit the uses of the Premises by any person or persons other than Tenant or sublet the Premises or any part of the Premises. Any transfer

of this Agreement from Tenant by merger, consolidation, or liquidation, or the sale, conveyance, transfer by bequest of inheritance, or other transfer of a controlling interest in Tenant shall constitute an assignment of purposes of this Agreement. District's consent to a subletting shall not constitute a waiver of the necessity for such a consent to a subsequent or further subletting, whether by Tenant or any subtenant. Tenant acknowledges that District may evaluate the potential impact of a subtenant's operations on noise, traffic, parking, and other such factors in determining whether or not to give District's consent, and Tenant agrees that a denial of consent because of such concerns shall not be unreasonable.

27. DAMAGE OR DESTRUCTION OF PREMISES

In the event of damage to or destruction by fire, the elements, acts of God, or any other cause of Tenant-constructed improvements located within the Premises or in the event Tenant-constructed improvements located within the Premises are declared unsafe of occupancy by a public entity with the authority to make and enforce such a declaration, Tenant shall, within ninety days of such damage, destruction commence and diligently pursue to completion the repair, replacement, or reconstruction of improvements necessary to permit full use and occupancy of the Premises for the purposes required by this Agreement. Repair, replacement, or construction of improvements within the Premises shall be accomplished in a manner according to plans approved by District; provided, however, the Tenant shall not be obligated to repair, reconstruct, or replace the improvements following their destruction in whole or substantial part except to the extent the loss is covered by insurance carried by Tenant.

28. BANKRUPTCY

If Tenant becomes insolvent, makes an assignment for the benefit of creditors, becomes the subject of a bankruptcy proceeding, reorganization, arrangement, insolvency, receivership, liquidation, or dissolution proceedings, or in the event of any judicial sale of Tenant's interest under this Agreement, District shall have the right to declare this Agreement in default.

29. RECORDS, REPORTS, AND AUDITS

29.1 Records. In order to ensure the availability of complete, up to date, and verifiable records with respect to any and all business conducted/done by Tenant under the authority of this Agreement. Tenant shall maintain and keep true and accurate accounts, records, books, and data, in accordance with generally accepted accounting principles, which shall, among other things, clearly and accurately show all sales made and services for cash, credit, or otherwise (without regard to whether paid or not); Gross Receipts; and the aggregate amount of sales, services, orders, and all of Tenant's business at Airport, or elsewhere under authority of this Agreement. All accounts, records, books, data, and any and all source, supporting, supplemental and/or backup documentation, including

without limitation, any and all electronic data processing/machine/computer generated/retrievable records, reports, files, and registers, and/or computer tapes, disks, whether maintained by Tenant in Monterey or elsewhere, shall be retained by Tenant for a minimum of three years following the date on which they were created. Tenant, using either pre-printed, serially numbered blank-form type documents designed to be completed by hand, or serially numbered machine/computer-generated forms/documents, or a combination of these, shall ensure that a written receipt and/or Rental/Sale Agreement shall be issued for each and every rental, sale, and/or other transaction, whether for cash or credit or otherwise, which shall reflect all receipts associated with the rental/sale or other transaction to which the serially numbered document shall pertain.

29.2 Reports. Commencing with the month during which the effective date of this Agreement occurs, and then continuing monthly thereafter throughout the life of this Agreement, Tenant shall prepare and submit to District a detailed monthly statement showing the Gross Receipts of the business (broken down by the components identified in Section 6.2). The statements shall be prepared and submitted by Tenant with sufficient timeliness so as to be delivered not later than the tenth calendar day of the month for which such statement shall be due. Tenant shall, within two months following the end of each complete operating year (i.e., the twelve-month period commencing July 1 and ending Jun 30) submit to District a detailed annual statement of Gross Receipts (broken down by components identified in Section 6.2) from the rental car business conducted by Tenant under authority of this Agreement, for the immediately preceding operating year. The annual statements shall be certified by Tenant's Financial Officer to be a complete, true, and accurate accounting of all Gross Receipts.

29.3 Audits. All of the Operator's books of account and records and supporting source documents related to this Agreement or to business operations conducted within or from the Airport shall be made available to District upon reasonable notice. District shall, through its duly authorized agents or representatives, have the right to examine and audit said books of account, records (including income tax returns) and supporting source documents at any and all reasonable times upon written request, for the purpose of determining the accuracy thereof, and of the monthly statements of sales made, CFCs collected, and monies received.

The full cost of said audit, as determined by District, shall be borne by the Concessionaire if either of the following conditions exists:

- A. The audit reveals an underpayment of more than two percent between the fees due as reported by the Operator in accordance with this Agreement and the fees due as determined by said audit; and/or
- B. The Operator has failed to maintain true and complete books, records, accounts and supporting documents in accordance with Paragraph 10, entitled "Records and Accounts". The adequacy of records shall be

determined at the sole discretion of District.

Otherwise, District shall bear the costs of said audit, except expenses related to the audit of documents kept outside the limits of Monterey County.

Upon the request of District, the Operator shall promptly provide, at Operator's expense, necessary data to enable District to fully comply with any requirement of the State of California or the United States of America for information or reports relating to this Agreement and to the Concessionaire's use of the Airport. Such data shall include, if required, a detailed breakdown of the Operator's receipts.

30. HAZARDOUS SUBSTANCES

The provision of this Section, which govern Tenant's obligations with regard to hazardous substances, as defined below, shall survive termination of this Agreement.

30.1 Definition of Hazardous Substances. For purposes of this Agreement, "Hazardous Substances" is defined to mean any substance, material, or waste, including asbestos and petroleum (including crude oil or any fractions thereof), which is or becomes designated, classified, or regulated as being "toxic", "hazardous" a "pollutant", or similar designation under any federal, state, or local law, regulation, or ordinance.

30.2 Indemnity Regarding Hazardous Substances. Tenant agrees to indemnify and hold District harmless from and against all liabilities, claims, actions, foreseeable and unforeseeable consequential damages, costs and expenses (including sums paid in settlement claims and all consultant, expert and legal fees and expenses of Tenant's counsel) or loss directly or indirectly arising out of or resulting from the presence of any Hazardous Substances as a result of Tenant's or any subtenant's activities, whether before, during or after construction, in and around any part of the property or the soil, groundwater, or soil vapor on or under the property, including those incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, or any resulting damages or injuries to the person or property of any of their parties or to any natural resource. Upon demand by District, Tenant shall defend any investigation, action or proceeding alleging the presence of any Hazardous Substances in any such location which affects the property, or which is brought or commenced against District, whether alone or together with Tenant, or any other person, all at Tenant's own cost and by counsel to be approved by District in the exercise of its reasonable judgement. In the alternative, District may elect to conduct its own defense at the expense of Tenant.

30.3 Compliance Regarding Hazardous Substances. Tenant has complied and shall comply and cause all occupants of the Premises to comply, with all laws, regulations, and ordinances governing or applicable to Hazardous Substances as well as the recommendations of any qualified environmental engineer or other expert which apply or

pertain to the Premises. Tenant acknowledges that Hazardous Substances may permanently and materially impair the value and use of the Premises. Tenant acknowledges that any Material Safety Data Sheets (MSDS) shall be submitted to District should storage of Hazardous Materials be required for Tenant operations.

30.4 Notice Regarding Hazardous Substances. Tenant shall promptly notify District if it knows, suspects, or believes there may be any Hazardous Substances in or around the Premises, or in the soil, groundwater, or soil vapor or under the property, or that Tenant or the Premises may be subject to any threatened or pending investigation by any governmental agency under law, regulation or ordinance pertaining to any Hazardous Substance.

30.5 Site Visits, Observations, and Testing. District and its agents and representatives shall have the right at any reasonable time to enter and visit the Premises for the purpose of observing the Premises, taking, and removing solid or groundwater samples, and conducting tests on the Premises. District is under no duty, however, to visit or observe the Premises or to conduct these tests. No site visit, observation or testing by District shall result in a waiver of any default of Tenant or impose any liability on District. In no event shall any site, observation or testing by District be a representation that Hazardous Substances are or are not present in, or under the Premises, or that there has been compliance with any law, regulation or ordinance pertaining to Hazardous Substances or any other applicable governmental law. Neither Tenant nor any other party is entitled to rely on any site visit, observation or testing by District. District shall not be obligated to disclose to Tenant or any other party any report of finding made as a result, of, or in connection with, any site visit, observation or testing by District. In each instance, District shall give Tenant reasonable notice before entering the Premises or any other place District is permitted to enter under this Section. District shall make reasonable efforts to avoid interfering with Tenant's use of the Premises or any other property exercising any right provided in this Section.

31. NON-DISCRIMINATION

Tenant shall always abide by the requirements of the Standard Non-Discrimination and Airport Development Provisions for Leases attached as Exhibit "F". As used in Exhibit "F" the term "Lessee" shall be deemed to return to Tenant and the term "Lease" shall be deemed to refer to this Agreement.

32. COMPLIANCE WITH RULES AND REGULATIONS

Tenant shall at Tenant's sole cost and expense and at all times during the term of this Agreement or any renewal or extension thereof comply with and observe all rules, regulations, ordinances, and laws which have been or may be promulgated by District relating to the Premises and the use of facilities of the Airport including all fire regulations, noise control regulations and security regulations. Such rules and regulations are hereby

made a part of this Agreement and Tenant's failure to keep and observe the rules and regulations shall constitute a breach of terms of this Agreement in like manner as if the same were contained herein as covenants and conditions. District reserves the right to amend or supplement the rules and regulations and to adapt additional rules and regulations applicable to the Premises, to Tenant's use of the Premises, and the use of the facilities of the Airport, District shall have no obligation to Tenant as a result of violation of any such rules by any other person. Tenant shall always obey the statutes, codes, ordinances, laws and regulations of the United States of America, the State of California, the County of Monterey, and any other governmental entity having jurisdiction as the same may from time to time be amended during the term of this Agreement.

33. COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

Tenant shall ensure that its use of the Premises and operations are at all times in compliance with Federal Water Pollution Control Act, National Pollutant Discharge Elimination Permit, and the Monterey Peninsula Airport District Storm Water Prevention Plan.

34. ATTORNEY'S FEES

In the event any suit is commenced to enforce, protect, or establish any right or remedy of any terms and conditions hereof, including without limitation a summary action commenced by District under laws of the State of California resulting to unlawful detainer, the prevailing Party shall be entitled to have and recover from the losing Party attorney's fees and cost of suit.

35. ACCESS BY DISTRICT

Tenant shall permit District and its agents to enter the Premises at all reasonable times for any appropriate purpose, including, without limitation, the following purposes:

To inspect the Premises; to maintain the Airport; to maintain or make such repairs to the District as obligated or may elect to make; to make repairs, alterations, or additions to any other portion of the Airport; to post notices of non-responsibility for alterations, additions, or repairs; and to show the Premises to prospective purchasers or Tenants.

District's right of entry shall be without any rebate of rent to Tenant for any loss of occupancy or quiet enjoyment of the Premises occasioned by District's entry.

36. TIME

Time is of the essence of this Agreement and each and every one of the provisions of this Agreement except in respect to delivery of possession of the Premises to Tenant.

37. ENTIRE AGREEMENT

This Agreement sets forth all the covenants, agreements and conditions between the Parties concerning the Premises and there are no other covenants, promises, agreements, conditions, or understandings either in oral or written between them. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by each of them

38. NOTICES

Wherever notice is required by the terms of this Agreement, notice shall be deemed complete upon personal service of written notice upon the Party to whom such notice is given, or such notice may be given by prepaid U.S. first-class mail addressed as follows:

If to District:

Monterey Peninsula Airport District
ATTN: Airport Executive Director
200 Fred Kane Drive, Suite 200
Monterey, CA. 93940

If to Tenant:

ENTER ADDRESS

And such notice shall be deemed complete upon the deposit with the State of California.

39. CAPTIONS

The headings and titles to the articles, sections or paragraphs of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

40. APPLICABLE-LAW

The laws of the state of California shall govern the validity, performance, and enforcement of this Agreement.

41. FORCE MAJEURE

Any prevention, delay or stoppage due to strikes, walkouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substance therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the Party obligated to perform, shall excuse the performance by such Party for a period equal to any such prevention, delay, stoppage, except for the

obligation imposed with regard to rental and other charges to be paid by Tenant pursuant to this Agreement.

42. PARTIAL INVALIDITY

If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term, covenant and condition shall be valid and enforced to the fullest extent possible permitted by law.

43. TENSE, NUMBER AND GENDER

Each number, tense and gender used in this Agreement shall include any other tense, number, or gender, where the context and the Parties hereto or the context and references therein shall require. If Tenant shall consist of more than one person, all of the terms, covenants and conditions of this Agreement shall be joint and several as to Tenant.

44. NO PARTNERSHIP

District is not in any way or for any purpose a partner to Tenant in the conduct of its business or otherwise, or a joint ventures or a member of a joint enterprise with Tenant. The Provisions of this Agreement relating to the rent and other fees hereunder are included for the purpose of providing a method whereby the rent is measured and ascertained.

45. EXHIBITS INCORPORATED

All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement by reference as though fully set forth herein, whether attached.

46. COUNTERPART COPIES

This Agreement may be signed by any number of counterparts with the same effect as if the signature to each such counterpart were upon the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the day and year first above written.

**MONTEREY PENINSULA
AIRPORT DISTRICT**

[RENTAL CAR COMPANY]

Michael La Pier, AAE

By :
Its :

APPROVED AS TO FORM:

Scott E. Huber, District Counsel

EXHIBITS [to be completed when agreement is in final form]

Exhibit A – Premises (areas leased)

Exhibit B – Terminal Office Space and Counter Space

Exhibit C – Ready Parking Spaces and Lot

Exhibit D – Tower Storage Space

Exhibit E – Overflow Storage

Exhibit F – Standard Nondiscrimination and Airport Development Provisions for Leases

AGENDA ITEM: H
DATE: October 19, 2022

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 Curtis, Controller](#)

FIRE.

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

OPERATIONS.

[Operations Report by Mark Curtis, Superintendent of Field Operations](#)

PLANNING AND DEVELOPMENT.

[Planning, Environmental and Maintenance Monthly Project Report by Chris Morello, Deputy
Director of Strategy and Development](#)

POLICE.

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

RATING	DATE OF VISIT	TIME OF VISIT	PURPOSE	FLIGHT	AIRLINE	COMMENT	CITY	STATE
POOR	9/10/2022	10:00 AM	Departing	5887	United	We arrived 3 hours ahead our flight as instructed on your website and tried to check our bags there was no one at the desk with no instructions on what to do. We waited 1.5 hours until a attendant came to the desk to help us. We explained that we were charged for bags when we should have not been which she told us to contact service desk to reconcile our complaint. We proceeded thru the security check point to be informed that our flight been delayed and that we would be missing our connecting flight. We are now having to wait until 8:30pm at night to fly to Los Angeles to connect to Dulles and then to Bradley which we arrive 10:00am the next day. We were given food vouchers but was not told the woodies cafe would be closing on the secure side of the gate. It wasn't until I asked a TSA agent if the restaurant was still open to get food, which they instructed that only one of us would be allowed to go and come back thru security. I was given attitude with the server to use the voucher and told that I could not use the full amount as they have to charge a fee to use voucher similar to a credit card. This by far has been the worst experience as I picked up my food and was told that certain contents of what was ordered could not be brought thru therefore I had to throw away what I just ordered. I expected a better experience then what we received at this airport. We will certainly second guess flying out of this airport in the future.	Cromwell	CT
POOR	9/14/2022	1:00 PM	Departing	-	American	Please turn off the music. It's way too loud and you can't have a conversation over it. Also there's nowhere in your airport you can sit where the music isn't blasting.	Austin	TX
EXCELLENT	9/26/2022	8:55 AM	Departing	5658	United	Small airports are great.	Camp springs	MD

TO: Michael La Pier, Executive Director, Monterey Regional Airport
FROM: Finance Team
SUBJECT: Fiscal Year 2023 Financial Summary

BACKGROUND. August 2022 pre-audited financial results are summarized in the following documents:

- **Graphic Comparison - Actual Operating Revenue & Actual Operating Expense**
- **Airport Operating Statistics & Financial Performance**
- **Capital Expenditures**
- **Investments Schedule**
- **Sources / Uses of Cash**
- **CARES CRRSA and ARPA Draw Summary**

SUMMARY. August airline landings were under budget (404 budget vs 428 actual). Both Commercial and General aviation revenues were below budget by (\$8K) and (\$12K) respectively. These variances were offset by higher revenues in Terminal Leases & Concessions which are over budget by \$18.4K with higher TNC, Terminal Concessions, and Rental Car revenues.

In August, the District did not submit any draws. Total CARES, CRSSA and ARP Act funds available for future draws remain at \$3.80M, \$50K and \$200K respectively.

Revenues. August 2022 combined reported Airport Operating Revenues are \$1.05M which is \$15K (1.4%) higher than budget (\$1.04M). The revenue variance resulted from a mix of lower Commercial Airline and both Light & Heavy General Aviation revenues which offset with higher Terminal Concession and Other Operating revenues.

OPERATING REVENUES							
August 2022 ACTUAL	August 2022 BUDGET	VARIANCE		FYTD 2023 ACTUAL	FYTD 2023 BUDGET	VARIANCE	
		\$	%			\$	%
\$ 1,056,088	\$ 1,041,245	\$ 14,843	1.4%	\$ 2,010,377	\$ 1,939,586	\$ 70,791	3.6%

The revenue variances came from the following:

Commercial Aviation (CA) fees in August are under budget (\$88.7K actual vs \$97K budget) by \$8.3K or 8.6%. The unfavorable variance came from lower landing and RON fees that offset higher fuel flowage fees. In August, the Airport landings were under budget (428 budget vs. 404 actual). There was a reduction of 28 budgeted flights (American) and 30 budgeted flights (United) that were offset by the addition of 34 unbudgeted JSX landings. Commercial airline passenger enplanements decreased slightly from 21,615 in July to 21,361 in August.

General Aviation (combined heavy and light) operating revenues for August (\$227.5K) are under

budget (\$245.2K) by (\$17.7k). This is primarily due to lower than budgeted landing fees and fuel fees.

In August, combined TCP permits, Taxi Permits/Trips, TNC Trips, Terminal Concessions, Rental Car and Parking Concessions (Concessions) revenues (\$372.1K) are \$18.5K or 5.2% higher than budget (\$353.5K). The favorable Concession variance comes from higher TNC (\$4.8K), Terminal Concessions (\$2.6K), and Rental Car (\$24.1K) revenues that offset lower revenues in TCP and Parking (\$11.8).

August Non-Aviation Tenant revenues (\$181.5K) are materially on budget (\$179.8K). The small variance comes from higher Facility/Space Rents with CPI increases (\$2.6K), that were offset by lower Monterey Highway Self Storage (\$2.2K).

August Other Operating Revenues (\$40.9K) are over budget (\$18.9K) by \$18.4K or 116.6%. Most of the variance came from Business License Fees (\$2.7K), Tenant Plan Reviews, Checks & Inspections (\$12K) and slightly higher utilities charge backs (\$3.9K) and other small variances.

Expenses. August operating expenses (\$711.3K) are under budget (\$769.4K) by \$58K or 7.5%.

OPERATING EXPENSES							
August 2022 ACTUAL	August 2022 BUDGET	VARIANCE		FYTD 2023 ACTUAL	FYTD 2023 BUDGET	VARIANCE	
		\$	%			\$	%
\$ 711,350	\$ 769,407	\$ 58,057	-7.5%	\$ 1,457,115	\$ 1,578,575	\$ 121,460	-7.7%

The expense variance came from the following:

Salary & Wages and Employer Payroll Tax (Wages) Expenses (\$168.8K) for August are lower than budget (\$193K) by \$24.5K or 12.7%. The August Wages budget variance came mostly from staff vacations and continued custodial vacancies.

Employer Benefit Expenses (\$112K) for August are lower than budget (\$159K) by \$47K or 29%. Most of the favorable variance is the result of lower CalPERS retirement (\$2.K) and lower UAL amortization expense of (\$33.3K) from prepaying the \$4.0M in June, lower CalPERS Health Insurance (\$10.8K) and other small differences in health benefits.

Personnel Recruitment, Training & Pre-Employment and BOD Related Expenses (\$17.1K) for August are over budget (\$6.2K) by (\$10.8K) or 173%. The variance comes from higher BOD Professional Development & Education expenses (\$9.8K) and other small variances.

Business, LAFCO, Insurance, Communications, Postage, Banking, and Related Expenses (\$28.7K) for August are materially on budget (\$29.8K). Most of the variance comes from removing Monterey County Office of Emergency Communications expense accruals that are being paid by City of Monterey and Del Rey Oaks (\$2.3K) that was offset by other small variances.

Expendable/Consumable Supplies & Materials expenses (\$10.5K) for August are lower than budget (\$13K) by \$2.5K or 19%. The variance comes from lower Custodial Supplies & Materials (\$4.3K) offset by higher than budgeted District Vehicle Fuel \$1.4K and Office Supplies \$2K.

Repair & Maintenance expenses (\$17.4K) for August are under budget (\$39K) by \$21.5K or 55.3%. This favorable expense variance resulted from higher Terminal Repair & Maintenance – roll up door repairs (\$5.6K) that were offset by lower Airfield Repairs (\$6.8K), Rental Space Repairs (\$6.9), Landscape & Grounds Repair & Maintenance (\$3.8K), General Repairs (\$2.7K) and District Vehicle Repairs (\$5.9K).

Outside Services expenses (\$211.9K) for August are materially on budget (\$211.5K) for the month.

Professional Service expenses for the Art Program, Architect & Engineer, Legal, Audit, Computer / LAN & IT, Environmental, and Human Resources (\$67.4K) for August are over budget (\$48.6K) by (\$18.8K) or 29.2%. The unfavorable variance comes from an installment for the annual audit (\$27.6K), higher Engineer fees for site inspection and plan checks (\$2.1K), lower Computer Purchases and Software fees \$3.6K, lower Environmental service fees \$5K and lower Human Resources expenses \$3K.

Marketing, Public Relations, Air Service Development and Social Media Marketing related expenses (\$46.1K) for August are over budget (\$28.4K) by (\$17.7K) or 62.3%. The variance includes lower than budget Marketing fees \$5.9K, Air Service Development fees \$1.4K and Social Media Marketing expenses \$1.3K that offset higher Public Relations expense from a payment to the Big Sur Marathon (\$28K).

Combined Utilities expense for August (\$29K) are under budget (\$38.1K) by (\$9K) or 23.1%. This is due to favorable variances in natural gas \$1.8K and water \$8.6K, offset by an unfavorable variance in electricity (\$1.4K).

The Airport's higher than budgeted revenues and lower operating expenses in August resulted in an operating surplus of \$344.7K which is \$72.9K higher than the budgeted income of \$271.8K.

OPERATING INCOME / (LOSS)							
August 2022 ACTUAL	August 2022 BUDGET	VARIANCE		FYTD 2023 ACTUAL	FYTD 2023 BUDGET	VARIANCE	
		\$	%			\$	%
\$ 344,738	\$ 271,838	\$ 72,900	26.8%	\$ 553,262	\$ 361,011	\$ 192,251	53.3%

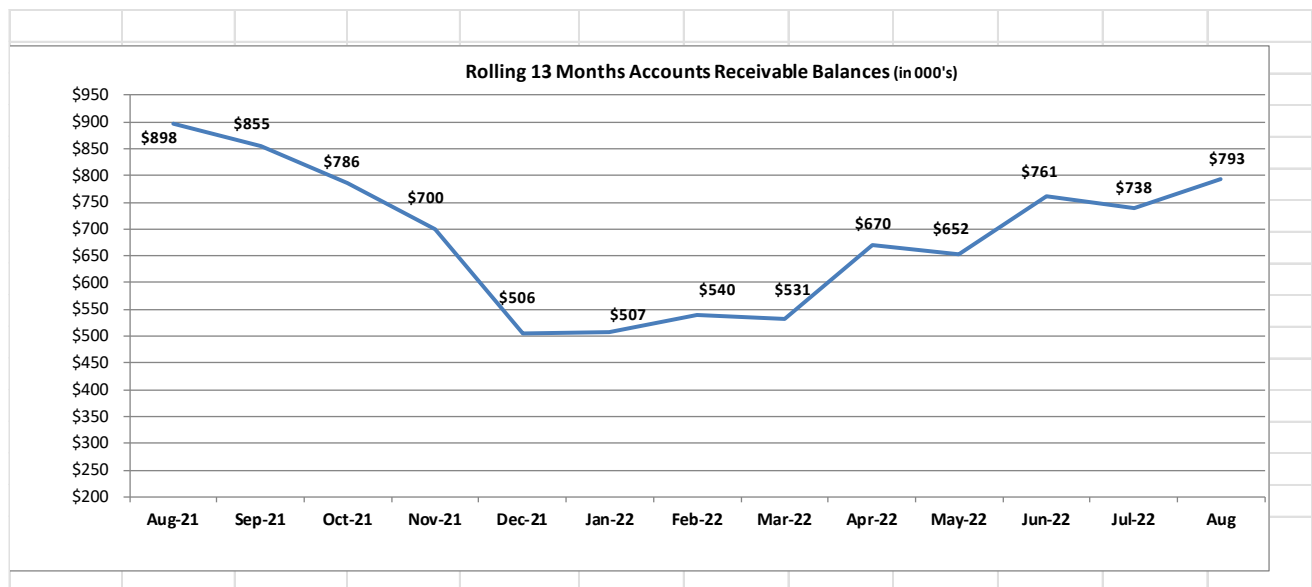
ACCOUNTS RECEIVABLE. The accounts receivable balance on August 31, 2022, is \$793K. This balance is \$55K or 7.4% higher than the July 31, 2022 balance (\$738K), and 11.6% lower or \$105K than the \$898K balance on August 31, 2021. The net accounts receivable balance over

60 days old on August 31, 2022, is a credit of \$784.

As of August 29, 2022, the over 60 days old balance is nets to zero and the total accounts receivable balance is \$160.1K. The following customer balances are impacting accounts receivable: Alaska Airlines (\$6.2K) and Hertz and United which have credit balances of \$1.8K and \$4.9K respectively.

Chart 1 below depicts the accounts receivable balances by month for the 13 months from August 2021 to August 2022.

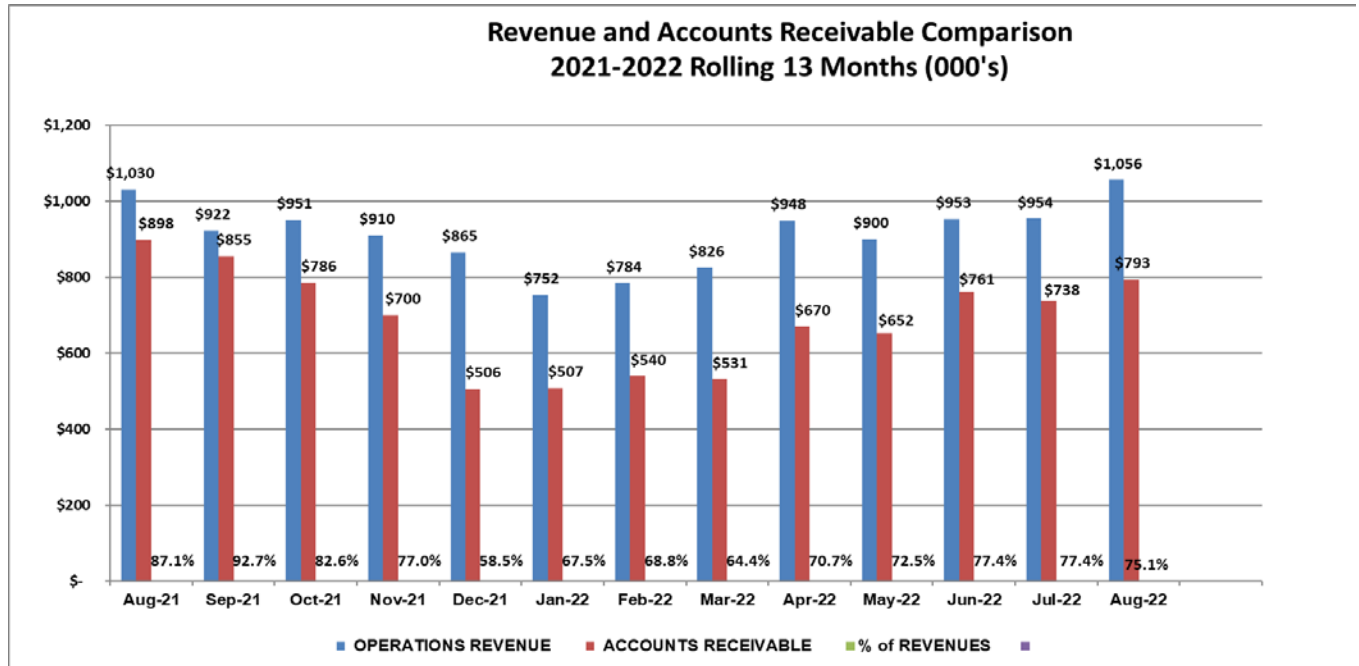
Chart 1



The balance of accounts receivable at month-end will align with operating revenues in that month. The month-end balance of accounts receivables historically is approximately 50% to 70% of revenues. On August 31, 2022, accounts receivable is 75.1% of revenues and the thirteen-month average is 75.4%. Included in the August accounts receivables balance is a bad debts reserve of \$10.0K.

Chart 2 below graphically presents the monthly comparison of operating revenues to accounts receivable.

Chart 2



UNRESTRICTED CASH AND INVESTMENTS. The unrestricted cash and investments balance on August 31, 2022, is \$12M and the unrestricted cash and investments balance on July 31, 2022, was \$11.4M, an increase of \$600K. The increase in unrestricted cash and investments comes from submitting a CARES Act draw for reimbursement of general operating invoices (\$573K) that was decreased by transfers to the A&I CIP account (\$48K).

Chart 3 graphically presents the monthly balances of unrestricted cash and investments.

Chart 3

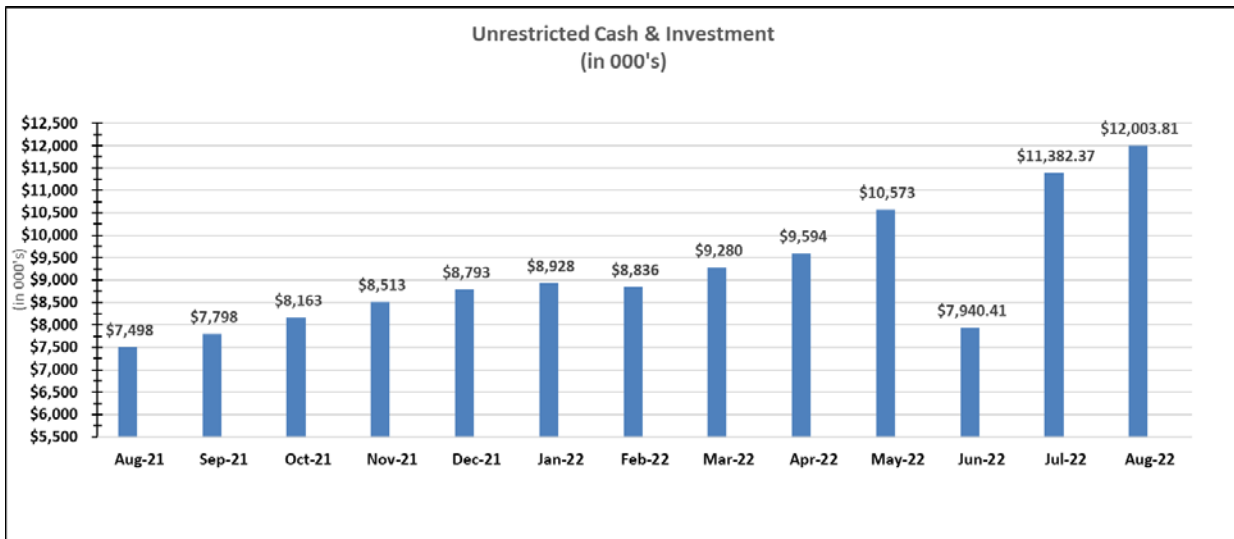


Table 1 presents simple load factors for fiscal years 2016 to 2023. Load factors indicate the customer utilization of available airline seat capacity which generally correlates to customer use of TCP, Taxi and TNC services, parking, and other support services. Simple load factors do not include non-revenue enplanements. Historically annual load factors range from approximately 70% to 77%. Commercial Airline aircraft types have a direct link to capacity and potential changes in enplanements. As the mix of aircraft and destinations change, the goal is to have load factors follow, which indicates that customers are willing to use the services offered by the Airlines.

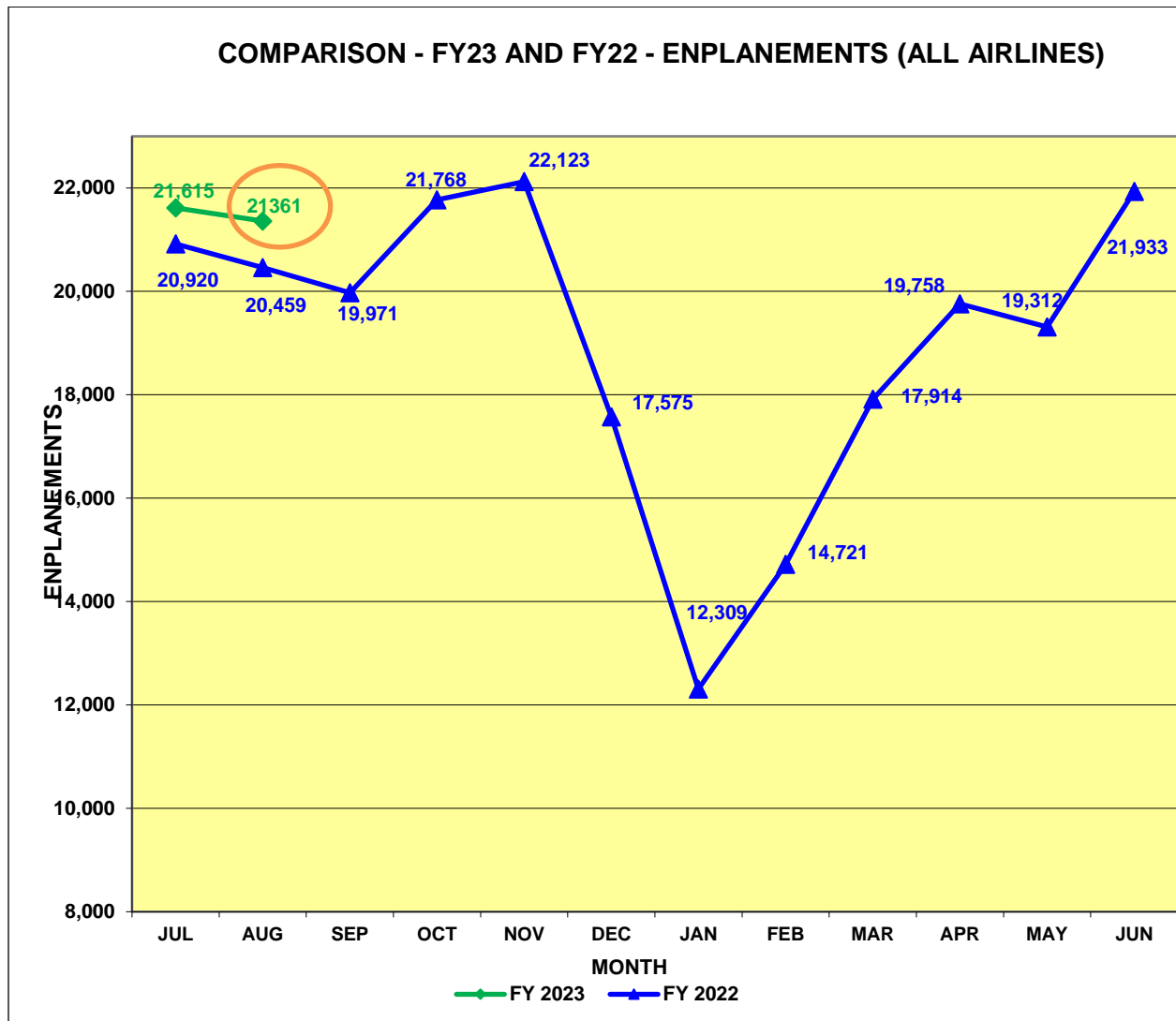
Table 1

Fiscal Year	August 2022					FYTD			
	Load Factors	Enplanements	Available Seats	Flights		Load Factors	Enplanements	Available Seats	Flights
2023	76.3%	21,361	26,534	404		78.3%	42,976	54,852	821
2022	83.5%	20,920	25,056	354		78.1%	41,379	53,008	750
2021	45.9%	5,606	12,206	168		43.8%	11,422	26,066	361
2020	74.0%	22,109	29,878	441		74.7%	43,932	58,848	878
2019	68.2%	16,262	23,852	355		69.0%	31,799	46,114	686
2018	71.6%	18,068	25,248	392		74.4%	34,518	46,396	727
2017	77.8%	17,679	22,734	358		75.6%	35,268	46,634	725
2016	76.2%	16,239	21,318	366		76.3%	32,487	42,600	725

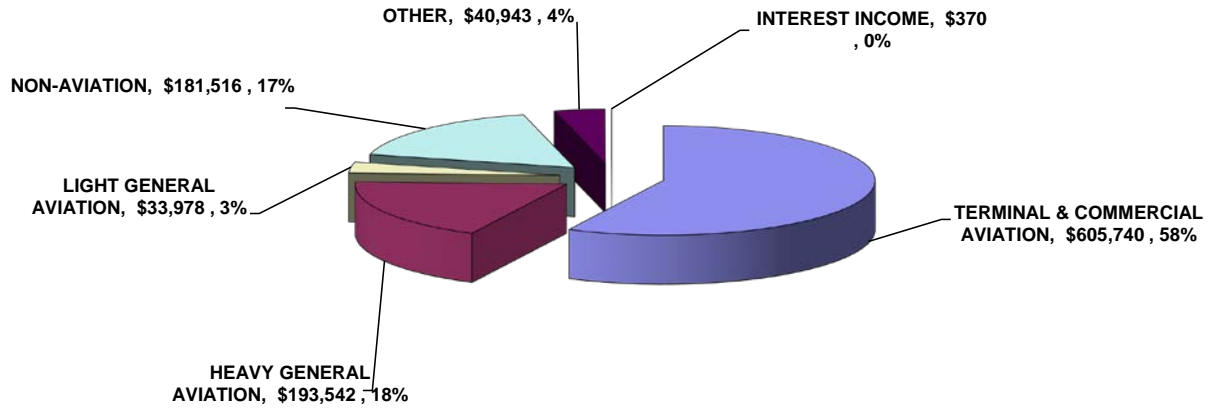
Airline specific simple load factors for August 2022 are Alaska SAN 76.7%, Alaska SEA 80.8% American DFW 91.7%, American PHX 88.5%, United DEN 88.3%, United SFO/LAX 68.1%, Allegiant LAS 91.1%, and JSX BUR/SNA 40.7%.

Chart 4 below presents a comparison of monthly FY 2022 to FY 2023 enplanements, which represents the Airport's business cycle. When comparing enplanements for August 2022 (21,361) and July 2022 (21,615), enplanements decreased 1.2% or 254 enplanements. When comparing August 2022 to August 2021, enplanements increased 4.4% or 902 enplanements.

Chart 4

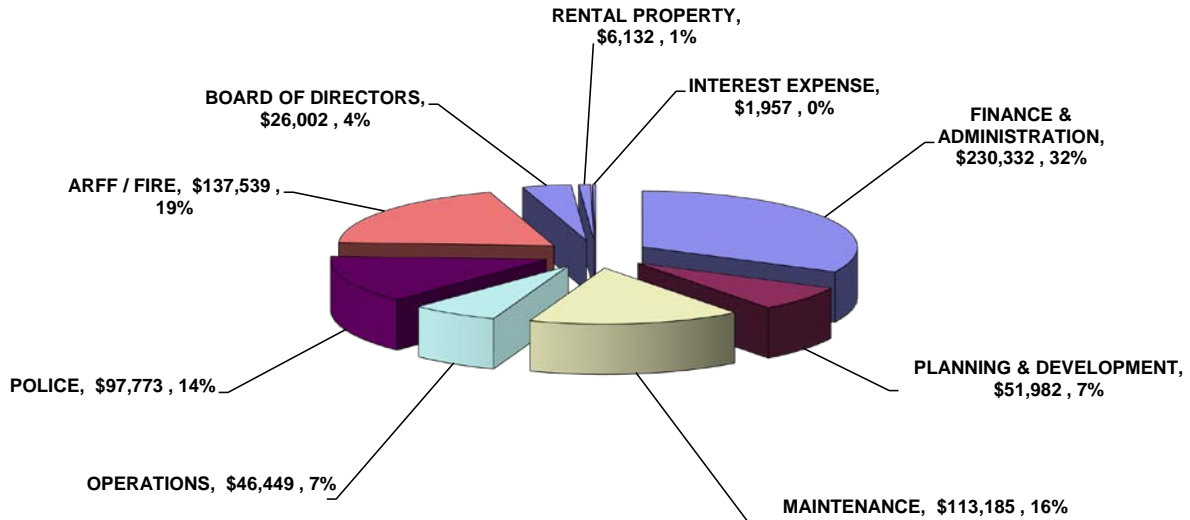


August 2022 Operating Revenue



TOTAL OPERATING REVENUE: \$1,056,088

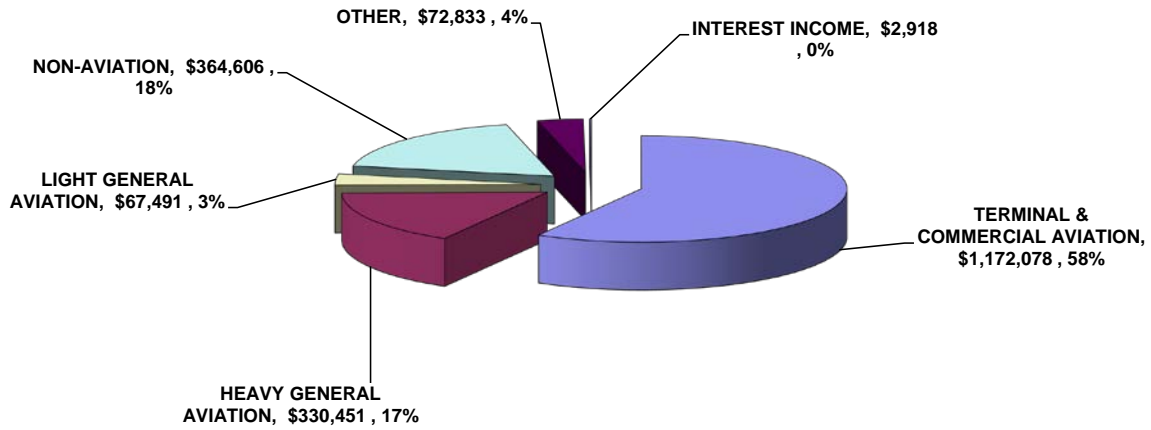
August 2022 Operating Expense



TOTAL OPERATING EXPENSE: \$711,350

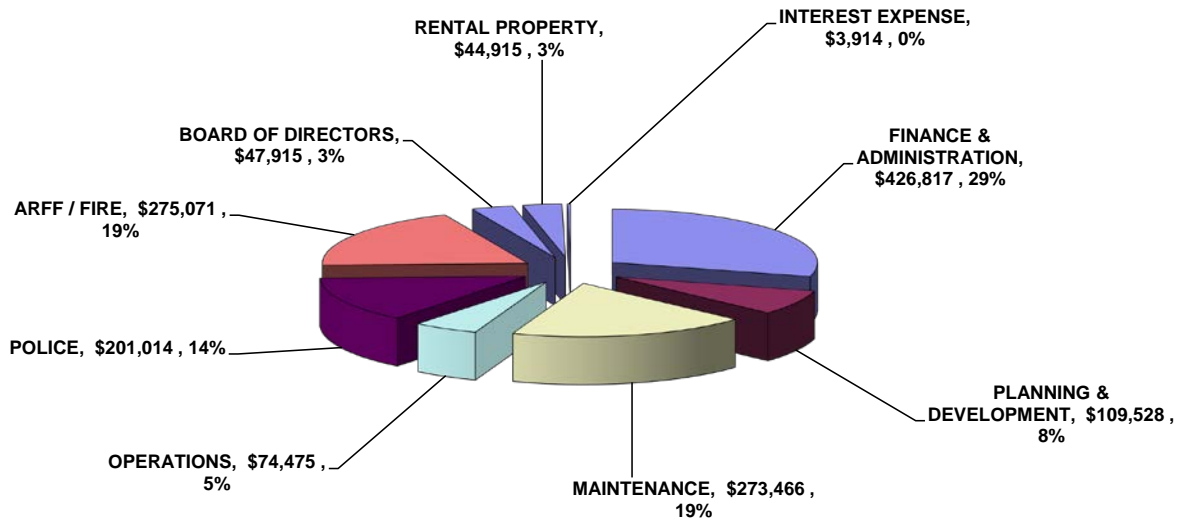
Monterey Peninsula Airport District

FY 2023 (August 22) YTD Operating Revenue



TOTAL OPERATING REVENUE: \$2,010,377

FY 2023 (August 22) YTD Operating Expense



TOTAL OPERATING EXPENSE: \$1,457,115

AIRPORT DISTRICT OPERATING AND FINANCIAL PERFORMANCE SUMMARY

August 31, 2022

OPERATING STATISTICS			Aug-22	Budget	Aug-21	YTD FY 23	Budget	YTD FY 22		
AIRPORT ACTIVITY										
Air Carrier Landings ¹			404	428	-5.6%	396	821	840	-2.3%	750
Passengers (emp/dep)			42,852			40,877	86,795			83,055
Total Cargo (in pounds)			61,636			53,636	112,223			103,289
Commercial			1,929			2,101	3,500			3,531
General Aviation			3,790			3,620	7,100			6,925
Military			196			326	310			675
TOTAL AIRCRAFT OPERATIONS			5,915			6,047	10,910			11,131
VEHICLE EXIT COUNT										
Long Term (1) Lot			1,826			2,165	3,639			3,929
Upper Short Term (2) Lot			2,189			2,033	4,188			4,308
Lower Short Term (3) Lot			4,717			5,495	11,397			11,035
TOTAL VEHICLE EXIT COUNT			8,732			9,693	19,224			19,272
1 Cancelled Flight Landings: Current Month = 1 (0 - Alaska /0 - Allegiant /1- American /0- United) FYTD = 105 (7 - Alaska /7 - Allegiant /56- American /36 - United)										
			Aug 22	Aug 22		Aug 21	YTD FY 23			YTD FY 22
			ACTUAL	BUDGET	%	ACTUAL	ACTUAL	BUDGET	%	ACTUAL
OPERATING REVENUE										
TERMINAL										
CA Landing, Apron, RON and Fuel Flowage Fees			88,702	97,019	-8.6%	91,593	186,280	190,719	-2.3%	173,101
Rents			144,936	145,044	-0.1%	148,080	289,872	290,088	-0.1%	295,317
TCP Operator Permits			420	450	-6.7%	470	803	900	-10.8%	903
Taxi Operator Permits & Trip Fees			4,380	5,601	-21.8%	5,293	8,712	10,115	-13.9%	9,391
TNC Permits & Trip Fees			19,323	14,535	32.9%	14,535	35,511	28,284	25.6%	28,284
Concessions			24,232	21,597	12.2%	22,053	47,772	38,785	23.2%	31,012
Rental Car			241,700	217,537	11.1%	217,537	432,319	386,855	11.8%	386,855
Parking			82,047	93,849	-12.6%	87,710	170,809	179,047	-4.6%	167,334
HEAVY GENERAL AVIATION										
GA Landing Fees			67,746	80,142	-15.5%	80,142	107,538	116,857	-8.0%	116,857
FBO Rent			58,677	60,232	-2.6%	57,780	117,354	120,464	-2.6%	115,560
Fuel Fees			67,119	72,039	-6.8%	67,960	105,560	111,075	-5.0%	104,738
LIGHT GENERAL AVIATION										
			33,978	32,845	3.4%	31,140	67,491	65,690	2.7%	62,637
NON AVIATION										
			181,516	179,804	1.0%	186,177	364,606	359,607	1.4%	373,612
OTHER OPERATING REVENUE										
			40,943	18,900	116.6%	18,465	72,833	37,800	92.7%	50,118
INTEREST INCOME										
			370	1,650	-77.6%	1,494	2,918	3,300	-11.6%	2,815
TOTAL OPERATING REVENUE			\$ 1,056,088	\$ 1,041,245	1.4%	\$ 1,030,428	\$ 2,010,377	\$ 1,939,586	3.6%	\$ 1,918,534
			*	*			*	*		
OPERATING EXPENSE										
							\$ 70,791			
Finance & Administration			230,332	200,849	14.7%	217,909	426,817	399,201	6.9%	406,111
Planning & Development			51,982	67,367	-22.8%	54,116	109,528	136,385	-19.7%	92,185
Maintenance & Custodial Services			113,185	150,392	-24.7%	119,051	273,466	309,884	-11.8%	231,935
Airport Operations			46,449	56,524	-17.8%	50,064	74,475	114,714	-35.1%	89,943
Police Department			97,773	109,663	-10.8%	106,758	201,014	219,326	-8.3%	209,627
ARFF /Fire Services			137,539	159,742	-13.9%	150,281	275,071	319,985	-14.0%	300,703
Board of Directors			26,002	15,023	73.1%	16,627	47,915	30,346	57.9%	29,690
Office Rentals			6,132	7,890	-22.3%	8,009	44,915	44,820	0.2%	40,414
Interest Expense			1,957	1,957	0.0%	3,447	3,914	3,914	0.0%	6,894
TOTAL OPERATING EXPENSE			\$ 711,350	\$ 769,407	-7.5%	\$ 726,262	\$ 1,457,115	\$ 1,578,575	-7.7%	\$ 1,407,503
OPERATING INCOME / (LOSS)			\$ 344,738	\$ 271,837	26.8%	\$ 304,166	\$ 553,262	\$ 361,012	53.3%	\$ 511,031
DISTRICT CAPITAL EXPENDITURES										
			\$ 324,993	\$ 131,550	147.0%	\$ 13,676	\$ 491,544	\$ 213,550	130.2%	\$ 13,676
DEBT SERVICE - PRINCIPAL ONLY										
			\$ 17,460			\$ 48,164	\$ 34,919			\$ 96,327

OPERATING EXPENSE OFF-SET BY FAA AIP GRANT / PFC DRAWDOWN

	August 2022	FYTD 2023
DEPARTMENT / ACCOUNT		
1. Finance & Admin / Salary & Wage Reimbursement	\$ -	\$ -
P&D / Salary & Wage Reimbursement	3,737.33	3,737.33
Maintenance / Salary & Wage Reimbursement	-	-
Operations / Salary & Wage Reimbursement	-	-
	<u>\$ 3,737.33</u>	<u>\$ 3,737.33</u>

2. OPERATING EXPENSE OFF-SET BY HOMELAND SECURITY / TSA LEO GRANT

	Aug 2022	FYTD 2023
DEPARTMENT / ACCOUNT		
Police / Salary & Wage Reimbursement	\$ 9,920.00	\$ 19,840.00
	<u>\$ 9,920.00</u>	<u>\$ 19,840.00</u>

3. OPERATING EXPENSE OFF-SET BY SDI/WORKERS' COMP INSURANCE REIMBURSEMENT

	2022	2023
DEPARTMENT / ACCOUNT		
Admin / Salary & Wage Reimbursement	\$ -	\$ -
P&D / Salary & Wage Reimbursement	-	-
Maintenance / Salary & Wage Reimbursement	-	-
Operations / Salary & Wage Reimbursement	-	-
	<u>\$ -</u>	<u>\$ -</u>

4. OPERATING EXPENSE OFF-SET BY DIRECT BILLING - NON-STANDARD SERVICE(S)

	Aug 2022	FYTD 2023
DEPARTMENT / ACCOUNT		
Admin / Salary & Wage Reimbursement	\$ -	\$ -
P & D / Salary & Wage Reimbursement	-	-
Maintenance / Salary & Wage Reimbursement	-	-
Operations / Salary & Wage Reimbursement	-	-
Police / Salary & Wage Reimbursement	-	-
	<u>\$ -</u>	<u>\$ -</u>

TOTAL - PERIOD & FYTD	<u>\$ 13,657.33</u>	<u>\$ 23,577.33</u>
----------------------------------	----------------------------	----------------------------

FISCAL YEAR 2023
Airport Capital Improvements / Capital Expenditures
FINANCIAL STATEMENTS UNAUDITED
August 31, 2022

<u>Airport Improvement Programs</u>	Actual FY 2023 Current Period		Prior Fiscal Year Current Period		Actual FY 2023 Year-To-Date		Prior Fiscal Year Year-To-Date	
District Expenditures	(380,007.11)	-116.9%	1,318.00	0.0%	(226,111.49)	-46.0%	143,032.70	4.1%
AIP -- FAA Funded Expenditures	673,803.50	207.3%	3,060,469.51	90.6%	681,988.45	138.7%	3,060,469.51	87.0%
AIP -- PFC Funded Expenditures	29,094.12	9.0%	315,296.50	9.3%	33,565.20	6.8%	315,553.00	9.0%
AIP -- CFC Funded Expenditures	2,102.00	0.6%	0.00	0.0%	2,102.00	0.4%	0.00	0.0%
Total Capital Improvement Expenditures	324,992.51	99%	3,377,084.01	100%	491,544.16	100%	3,519,055.21	100%

District Capitalized Acquisitions / Expenditures By Department

Finance & Administration	-		-		-		-	
Planning & Development	-		-		-		-	
Maintenance & Custodial Services	-		-		-		-	
Airport Operations	-		-		-		-	
Police	-		-		-		-	
ARFF / Fire	-		-		-		-	
Total Capital Acquisition Expenditures	-	0%	-		0.00	0%	0.00	0%

Consolidated

District Expenditures	(380,007.11)	-116.9%	1,318.00	0.0%	(226,111.49)	-46.0%	143,032.70	4.1%
AIP -- FAA Funded Expenditures	673,803.50	207.3%	3,060,469.51	90.6%	681,988.45	138.7%	3,060,469.51	87.0%
AIP -- PFC Funded Expenditures	29,094.12	9.0%	315,296.50	9.3%	33,565.20	6.8%	315,553.00	9.0%
AIP -- CFC Funded Expenditures	2,102.00	0.6%	0.00	0.0%	2,102.00	0.4%	0.00	0.0%
Total Capital Expenditures	324,992.51	100%	3,377,084.01	100%	491,544.16	100%	3,519,055.21	100%

FY 2022/23 District Capital Expenses/Budget:

	Actual PTD	Budget PTD	Actual FYTD	Budget FYTD
2019-03 Water Distribution System	2,102.00	26,550.00	2,102.00	58,550.00
2020-12 Northside GA Apron Construction R	28,696.78	-	32,343.03	-
2020-13 Northside VSR Improvement R	19,617.50	-	19,617.50	-
2020-14 Demolish Building 505	-	-	-	-
2021-04 SEP Phaqse A1 Commercial Apron R	120,840.73	-	131,346.26	-
2022-01 SEP Phase B1/B2/B3-ARFF Design R	153,735.50	-	304,331.26	-
2022-02 Replacement Vehicles	-	55,000.00	-	55,000.00
2022-03 Terminal Refresh	-	-	-	-
2022-04 IT-Upgrades	-	-	-	-
2023-01 SEP Phase D1 Terminal Design R	-	-	1,804.11	-
2023-04 2801 Property Repairs	-	-	-	-
2023-05 Fred Kane to Skypark Pavement Improvements	-	-	-	-
2023-06 Airfield Vehicle Gate Upgrades	-	50,000.00	-	100,000.00
2023-07 Terminal Building Outside Painting	-	-	-	-
	324,992.51 **	131,550.00	491,544.16 **	213,550.00

R - District advances to FAA/PFC projects that will be reimbursed through grant draws

FISCAL YEAR 2023
Schedule Of Investments
FINANCIAL STATEMENTS UNAUDITED

	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Value At 08/31/22</u>	<u>Interest Rate</u>
Money Market Account - MPAD				
State of California - Local Agency Investment Fund	Various	Various	<u>\$5,654,721.63</u>	0.480%
Money Market Account - MPAD				
JP Morgan Chase - District Reserve - Money Market Account			<u>\$5,177,930.05</u>	0.01%
Debt Service Accounts - MPAD				
JP Morgan Chase - Pension Obligation Bonds and California Energy Commission Loan Reserve			<u>\$99,913.65</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%
Capital One Bank USA New York CFT DEP ACT/365	04/13/22	04/15/25	250,000.00	2.60%
Goldman Sachs Bk USA New York CTF DEP ACT/365	04/13/22	04/15/25	200,000.00	2.25%
Sallie Mae BK Salt Lake City UT CTF DEP ACT/365	06/13/19	06/13/23	125,000.00	3.30%
Sallie Mae BK Salt Lake City UT CTF DEP ACT/365	06/28/22	07/08/24	250,000.00	3.30%
Cash And Cash Equivalents	Various	Various	<u>46,249.43</u>	Variable
			<u>\$1,071,249.43</u>	
Sub-Total: MPAD INVESTMENTS:			<u>\$12,003,814.76</u>	

Tenant's Security Deposits & Certificates of Deposit - RESTRICTED

FISCAL YEAR 2023
Schedule Of Investments
FINANCIAL STATEMENTS UNAUDITED

	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Value At 08/31/22</u>	<u>Interest Rate</u>
JP Morgan Chase - Money Market Account			\$465,773.25	0.01%
Passenger Facility Charges (PFCs) - RESTRICTED				
JP Morgan Chase - Passenger Facility Charges (PFCs)			1,167,269.72	0.01%
Customer Facility Charges (CFCs) - RESTRICTED				
JP Morgan Chase - Customer Facility Charges (CFCs)			877,887.79	0.01%
Royal Alliance - Certificates of Deposits and Cash Equivalents:				
American Express NATL BK	04/13/22	04/15/22	100,000.00	2.60%
Capital One Bank USA New York CFT DEP ACT/365	04/13/22	04/15/22	100,000.00	3.15%
CitiBank NATL ASSN SIOUX FALLS SB CTF DEP ACT /365	08/14/19	08/15/22	0.00	3.15%
Discover Bk Greenwood Del CTF DEP ACT/365	08/30/19	08/08/22	0.00	2.25%
Goldman Sachs Bk USA New York CTF DEP ACT/365	04/13/22	04/15/22	100,000.00	0.00%
Cash and Cash Equivalents	Various	Various	264,261.47	Variable
			<u>\$564,261.47</u>	
Sub-Total: MPAD Investments - RESTRICTED:			<u>\$3,075,192.23</u>	
Total MPAD Investment Portfolio:			<u>\$15,079,006.99</u>	

**MONTEREY PENINSULA AIRPORT DISTRICT
FINANCIAL STATEMENTS UNAUDITED**

	FY 2023 August ACTUAL	FY 2023 YEAR-TO-DATE ACTUAL
SOURCES AND USES OF CASH -- OPERATIONS		
SOURCES OF CASH		
CASH RECEIVED - OPERATING REVENUE	\$ 1,055,718	\$ 2,007,459
CASH RECEIVED - INTEREST INCOME	370	2,918
CASH RECEIVED	<u>\$ 1,056,088</u>	<u>\$ 2,010,377</u>
USES OF CASH -- OPERATIONS		
CASH DISBURSED - OPERATING EXPENSE ¹	\$ 709,393	\$ 1,453,201
CASH DISBURSED - DEBT SERVICE (INTEREST EXPENSE) ^{2&3}	1,957	3,914
CASH DISBURSED - DEBT SERVICE (PRINCIPAL REDUCTION) ^{2&3}	17,460	34,919
CASH DISBURSED	<u>\$ 728,810</u>	<u>\$ 1,492,034</u>
CHANGE IN CASH POSITION FROM OPERATIONS & DEBT SERVICE	<u>\$ 327,278</u>	<u>\$ 518,343</u>
¹ Net of non-cash operating expense (OPEB)		
² Moved to Restricted POB Account/Disbursement occurred in December 2020 & June 2021		
³ Moved to Restricted CEC Account/Disbursement occurred in November 2020 & May 2021		
USES OF CASH -- CAPITAL PROGRAM		
CASH DISBURSED - DISTRICT CAPITAL PROJECTS ⁴	\$ 324,993	\$ 491,544
CASH DISBURSED	<u>\$ 324,993</u>	<u>\$ 491,544</u>
CHANGE IN CASH POSITION FROM CAPITAL PROGRAM	<u>\$ (324,993)</u>	<u>\$ (491,544)</u>
⁴ District-funded capital plan for FY23		
CHANGE IN CASH POSITION FROM OPERATIONS, CAPITAL & DEBT SERVICE	<u>\$ 2,285</u>	<u>\$ 26,799</u>
PAID FROM 2023 OPERATING INC:	DATE PAID	PAID
CEC LOAN PRINCIPAL PAYMENTS	Semiannual Payment DEC & JUN	-
PG&E PAYMENTS	Monthly Payments	4,441.66
WORKER'S COMP PREPAID	7/1/2022 and 7/1/2023	(43,405.00)
UAL PREPAID 07-01-2022	07/01/22	(628,029.00)
TOTAL IN/(OUT FLOWS)		<u>(38,963.34)</u>
FAA CARES, CRRSA and ARPA Act Grant Billed FYTD		130,956
CASH CHANGE OVER/(UNDER) FROM CARES, CRRSA and ARPA Act Grant		<u><u>\$ (401,774)</u></u>

Monterey Peninsula Airport District
CARES, CRSSA and ARPA Grants, Expenditures Processed and Balances
August 31, 2022

CARES ACT GRANT -3-06-0159-071-2021

Grant Date	Grant Amount	Total Draws	Balance
5/13/2020	\$ 12,664,025.00	\$ 8,731,771.00	\$ 3,932,254.00

CRSSA ACT GRANT -3-06-0159-074-2021

Grant Date	Grant Amount	Total Draws	Balance
3/22/2021	\$ 2,076,111.00	\$ 2,076,111.00	-

CRSSA ACT CONCESSIONS GRANT -3-06-0159-075-2021

Grant Date	Grant Amount	Total Draws	Balance
3/22/2021	\$ 50,110.00	\$ -	\$ 50,110.00

ARPA ACT GRANT -3-06-0159-077-2021

Grant Date	Grant Amount	Total Draws	Balance
8/12/2021	\$ 3,149,773.00	\$ 3,149,773.00	-

ARPA ACT LARGE CONCESSIONS GRANT -3-06-0159-078-KY 2022

Grant Date	Grant Amount	Total Draws	Balance
12/22/2021	\$ 40,088.00	\$ -	\$ 40,088.00

ARPA ACT SMALL CONCESSIONS GRANT -3-06-0159-078-KY 2022

Grant Date	Grant Amount	Total Draws	Balance
12/22/2021	\$ 160,351.00	\$ -	\$ 160,351.00

Grant Funds General	\$ 17,889,909.00	\$ 13,957,655.00	\$ 3,932,254.00
Grant Funds Concession	\$ 250,549.00	\$ -	\$ 250,549.00
Grants Funds	<u>\$ 18,140,458.00</u>	<u>\$ 13,957,655.00</u>	<u>\$ 4,182,803.00</u>



MONTEREY FIRE DEPARTMENT

Report to Airport Board of Directors

September 2022

1. Incident Responses

Engine assigned to Fire Station 16 (Airport) responded to a total of 31 incidents during the month as follows:

- MPAD property – 5
- City of Monterey – 23
- Other Cities in Monterey Fire Jurisdiction – 0
- Auto / Mutual Aid – 3

2. Training

Personnel completed a total of 21.0 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): 78
- Operational (qualified to work at Airport, but live fire training not current): 34
- Technician (fully qualified to be the designated ARFF fire engineer): 11

3. Other

- As mentioned in last month's report, we have moved one of our Division Chiefs into the Training Division to fill a new position. A newly promoted Division Chief will be on board by October 16. We are also losing Kristonee Wade, our Fire Prevention Technician. Her work has been redistributed and we are working on getting a recruitment initiated soon.

4. Incident List – on Airport property incidents

Alarm Date / Time	Response Time	Location	Incident Type
9/3/2022 2:25 PM	0:03:07	200 Fred Kane DR	Smoke detector activation due to malfunction
9/5/2022 4:45 AM	0:03:53	200 Fred Kane DR	Smoke detector activation due to malfunction
9/17/2022 4:39 PM	0:01:44	200 Fred Kane DR	Aircraft standby
9/22/2022 9:09 AM	0:04:01	100 Sky Park DR	Assist invalid
9/25/2022 9:24 PM	0:03:22	100 Sky Park DR	Person in distress, other

TO: Michael La Pier, Executive Director
FROM: Operations Department
DATE: October 3, 2022
SUBJ: Operations Report

The following is a summary of activity of general Airport Operations for September 2022 and planned airline activities for October 2022.

- 1 The following reports are attached:
 - September 2022 Noise Comment Report
 - Operating and Expense Reports for the Taxi (through September 2022) and TNC ground transportation systems (through August 2022)
 - Commercial Flight Cancellations & Delays Report for September 2022
 - Commercial Flight Schedule for October 2022

- 2 Below is the summary of scheduled airline activity for October 2022:

Alaska Air operated by SkyWest.

- Continues to use the Embraer (EMB) 175 aircraft to SAN and SEA once a day.
- Scheduled to operate a monthly total of 124 flights (Arrivals and Departures)

Allegiant Air

- Continues to use the Airbus 319/320 series to LAS on Mondays and Fridays
- Scheduled to operate a total of 18 flights (Arrivals and Departures)

United operated by SkyWest.

- SFO flies once a day using the CRJ 200. LAX continues 2 flights a day using the CRJ 200 / E175. DEN continues twice a day with the CRJ 200.
- Scheduled to operate a monthly total of 308 flights (Arrivals and Departures)

American Eagle operated by Mesa / Envoy.

- PHX operates three daily flights using CRJ700 / CRJ900 aircraft.
- DFW continues with two daily flights using the EMB 175 aircraft.
- Scheduled to operate a monthly total of 296 flights (Arrivals and Departures)

Cumulatively speaking, flights have decreased by 82 (746 vs. 828) compared to October 2021, a decrease of 9%. The number of available seats has also decreased by approximately 14% (49,548 vs. 57,790).

MRY AIRPORT NOISE COMMENT LOG SEPTEMBER 2022

COMMUNITY COMMENTS										
Name		Location (Address)	Incident Date	Incident Time	Aircraft ID	</> of Flight	Comments	By	Action Taken	Notes
AIR OPERATIONS CENTERED AT MONTEREY AIRPORT										
1	Jed Parker	DRO	9/14/2022	All day	Various	Pattern	Yet another day having to listen to the constant loud buzzing of these same planes doing laps over the neighborhood. I'm sick of listening to these planes, can they not do an occasional lap over the rich part of town?	MC	I checked flightaware. Aircraft seem to be following airport guidelines on pattern work and touch and go's.	
2	Michael Daniels	Monterey	9/16/2022	5:30AM	N/A	28L Dep	Every single day for the past several weeks a very LOUD airplane has been taking off at 5:30 am waking up the area. This is a new noise, and a very loud one for such an early hour of the morning. Guaranteed to wake people up daily, completely unacceptable	DW	Our first scheduled departure is currently the Denver service which departs at 0510 Daily.	N/A
3	Patti	Seaside	9/20/2022	5:10 AM	N/A	28L Dep	Plane, what happened to 6:00 start of landing and takeoff? This is the first time this has occurred. Thank you.	DW	The aircraft you heard is our daily scheduled service to Denver. The airport has a voluntary curfew, however due to federal law we are not allowed to have mandatory curfew hours. Your comments have been recorded in the airports noise log.	N/A
4	Garrett Schafer	Monterey	9/23/2022	5:10 AM	N/A	28L Dep	The daily aircraft that takes off at 5:10 in the morning is extremely loud waking up the entire neighborhoods. This is unacceptable and there can be more done for noise abatement that is not being done. I would appreciate hearing back from you at your earliest convenience thank you.	DW	The airport has a voluntary curfew, however due to federal law we are not allowed to have mandatory curfew hours. Your comments have been recorded in the airport's noise log.	N/A
5	Jeffrey Latts	Pasadera	9/27/2022	1:34 PM	E175	28L Arr	Plane on approach to regional airport, was flying outside of normal flight path for approach to Monterey Airport, and passed over the over residential area in Pasadera. Aircraft noise was very loud, interfering with normal conversation.	MC	Informed him the aircraft flew a published approach into the airfield.	RNAV arrival
AIR OPERATIONS ORIGINATING FROM ANOTHER AIRPORT										

1	Scott Corner	Pasadera	9/7/2022	18:36	Coastguard C-27	N/A	A two engine, prop plane flying generally south (210 degrees) flew over our home at VERY LOW altitude (I have a picture). I was not able to identify the specific plane and the plane was not active on Flightradar24, so I don't have the aircraft number. Not only was the plane loud, but it's proximity to our home was frightening. I feared that it was going to crash.	MC	<p>Checked with both FBOs, aircraft did not land at MRY. Tower was unable to provide a reason for the flight. There was a silver alert for a missing vulnerable person so they may have been involved with that. Directed them to reach out to coast guard to get further information and air any grievances.</p> <p>Further complaint from same person over same aircraft sent at 7:04PM. The unidentified plane that I previously complained about, was a U.S. Coastguard aircraft (aircraft information was not available on Flightradar24), and it made a second pass on the same general heading at 7:04 P.M. While the second pass was not as low as the first, it was still VERY LOW and the noise brought the neighborhood out to see what was going on. Our neighborhood is over a mile from the runway and this plane was not on approach as it was on a course that would take it 90+ degrees away from the airport and the runway. FAA documents state that aircraft on approach in this area should be passing through 1,500 feet. This aircraft was less than 1,500 feet above our neighborhood when it passed over. There are prominent local landmarks that help make this determination. Photos and video have been emailed to Mark Curtis, Airport Operations Manager for review.</p>
AIR OPERATIONS OF UNKNOWN ORIGIN									
0									
MONTHLY TOTALS and COMPARISONS									

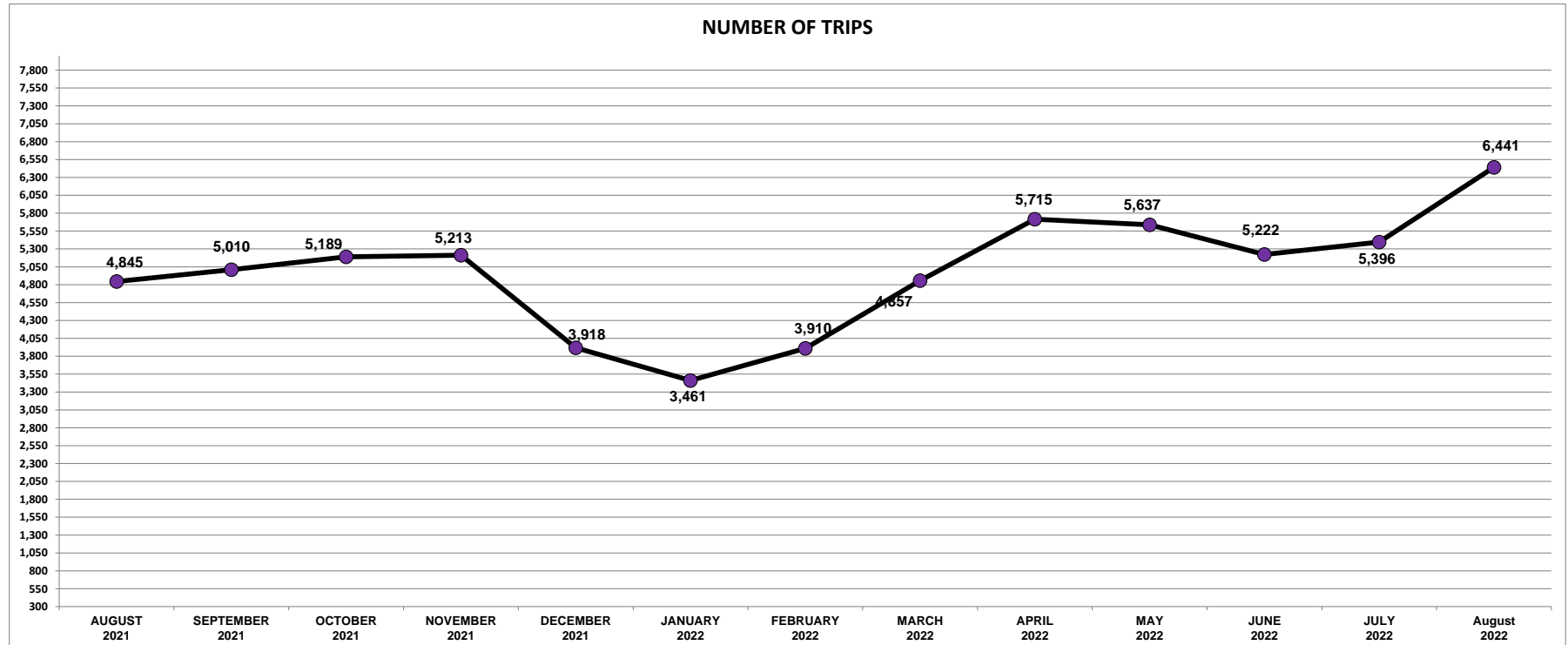
	Sep-22	Sep-21	% Change
Number of Complaints:	6	9	-33%
Number of Operations:	5,498	5,905	-7%
			% Change
Annual Total	61	75	-19%

Other Airport

UNKNOWN ORIGINS
0
0

13-MONTH ROLLING COMPARISON

Transportation Network Companies (TNCs)



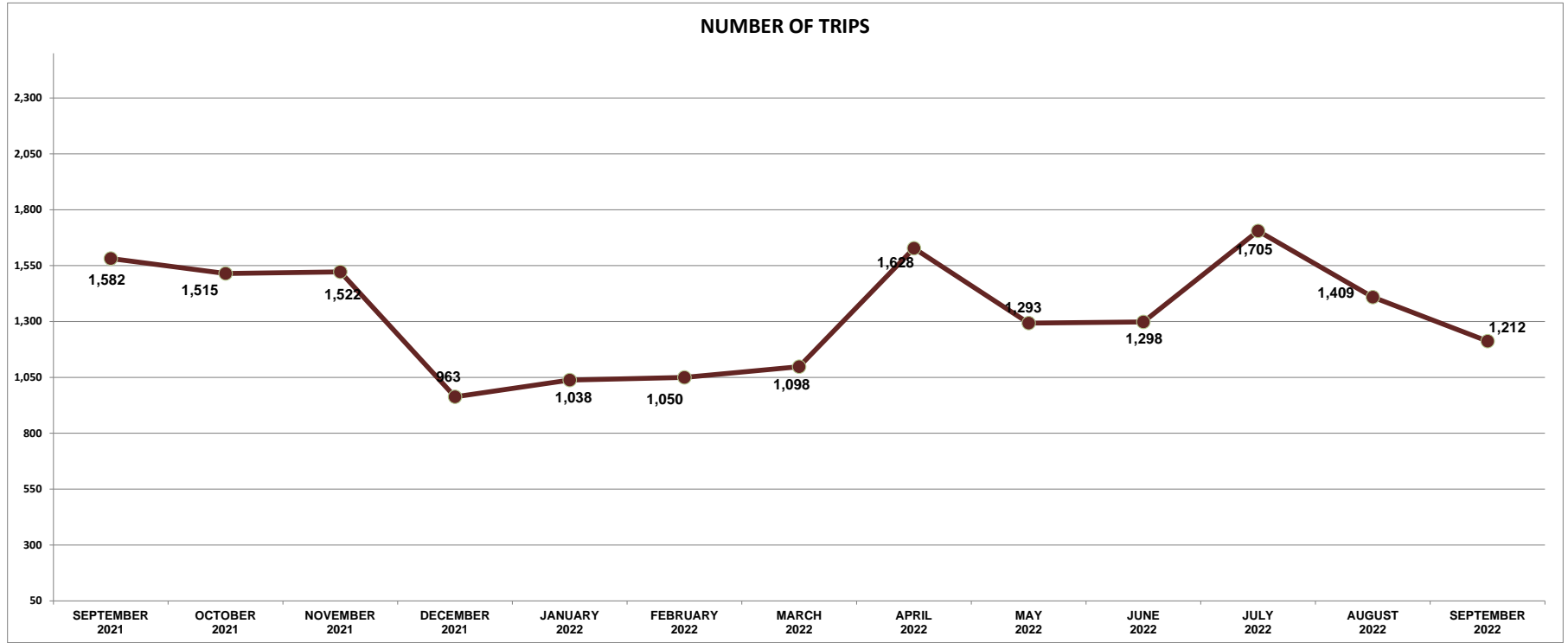
	2021 AUGUST	2021 SEPTEMBER	2021 OCTOBER	2021 NOVEMBER	2021 DECEMBER	2022 JANUARY	2022 FEBRUARY	2022 MARCH	2022 APRIL	2022 MAY	2022 JUNE	2022 JULY	2022 August
NUMBER OF TRIPS	4,845	5,010	5,189	5,213	3,918	3,461	3,910	4,857	5,715	5,637	5,222	5,396	6,441
NUMBER OF TNCs	2	2	2	2	2	2	2	2	2	2	2	2	2
TNC TRIP FEES	\$ 14,535	\$ 15,030	\$ 15,567	\$ 15,639	\$ 11,754	\$ 10,383	\$ 11,730	\$ 14,571	\$ 17,145	\$ 16,911	\$ 15,666	\$ 16,188	\$ 19,323
TNC PAYMENT PENALTIES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TNC - TOTAL REVENUE	\$ 14,535	\$ 15,030	\$ 15,567	\$ 15,639	\$ 11,754	\$ 10,383	\$ 11,730	\$ 14,571	\$ 17,145	\$ 16,911	\$ 15,666	\$ 16,188	\$ 19,323

Cumulative 12-Month Operating Income: \$ 179,907

Fiscal Year To Date (July 2022 - June 2023) Operating Income: \$ 35,511

13-MONTH ROLLING COMPARISON

Taxis

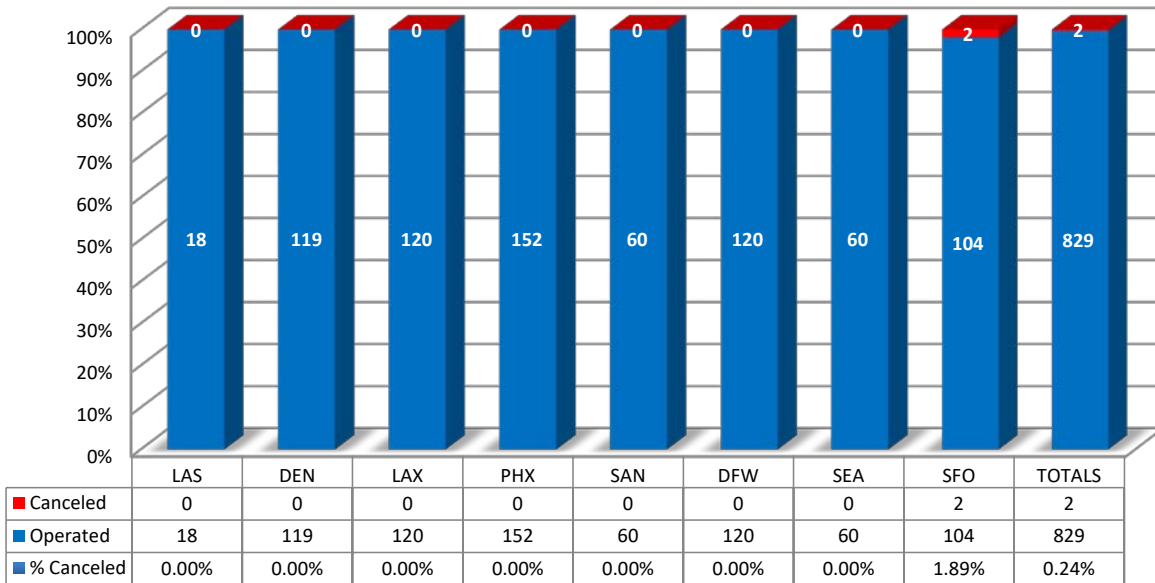


	2021 SEPTEMBER	2021 OCTOBER	2021 NOVEMBER	2021 DECEMBER	2022 JANUARY	2022 FEBRUARY	2022 MARCH	2022 APRIL	2022 MAY	2022 JUNE	2022 JULY	2022 AUGUST	2022 SEPTEMBER
NUMBER OF TRIPS	1,582	1,515	1,522	963	1,038	1,050	1,098	1,628	1,293	1,298	1,705	1,409	1,212
PERMITS SOLD	2	2	2	3	0	1	0	0	1	17	7	3	1
TAXI TRIP FEES	\$ 4,746	\$ 4,545	\$ 4,566	\$ 2,889	\$ 3,114	\$ 3,150	\$ 3,294	\$ 4,884	\$ 3,879	\$ 3,894	\$ 5,115	\$ 4,227	\$ 3,636
TAXI PERMIT FEES	\$200	\$200	\$150	\$225	\$0	\$50	\$0	\$0	\$25	\$425	\$700	\$300	\$100
TAXI - TOTAL REVENUE	\$ 4,946	\$ 4,745	\$ 4,716	\$ 3,114	\$ 3,114	\$ 3,200	\$ 3,294	\$ 4,884	\$ 3,904	\$ 4,319	\$ 5,815	\$ 4,527	\$ 3,736
CURB MGMT CONTRACT													
SOFTWARE LICENSE/HOSTING								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BEACON LICENSING	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,916
TAXI - TOTAL EXPENSE	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,916
OPERATING INCOME / (LOSS)	\$ 2,863	\$ 2,662	\$ 2,633	\$ 1,031	\$ 1,031	\$ 1,117	\$ 1,211	\$ 2,801	\$ 1,821	\$ 2,236	\$ 3,732	\$ 2,444	\$ 820
FYTD 2022 (July 2022 - June 2023) OPERATING INCOME / (LOSS)													\$ 3,264
CUMULATIVE (12-MONTH) OPERATING INCOME / (LOSS)													\$ 23,539

* September 1st swap to "OBD" system

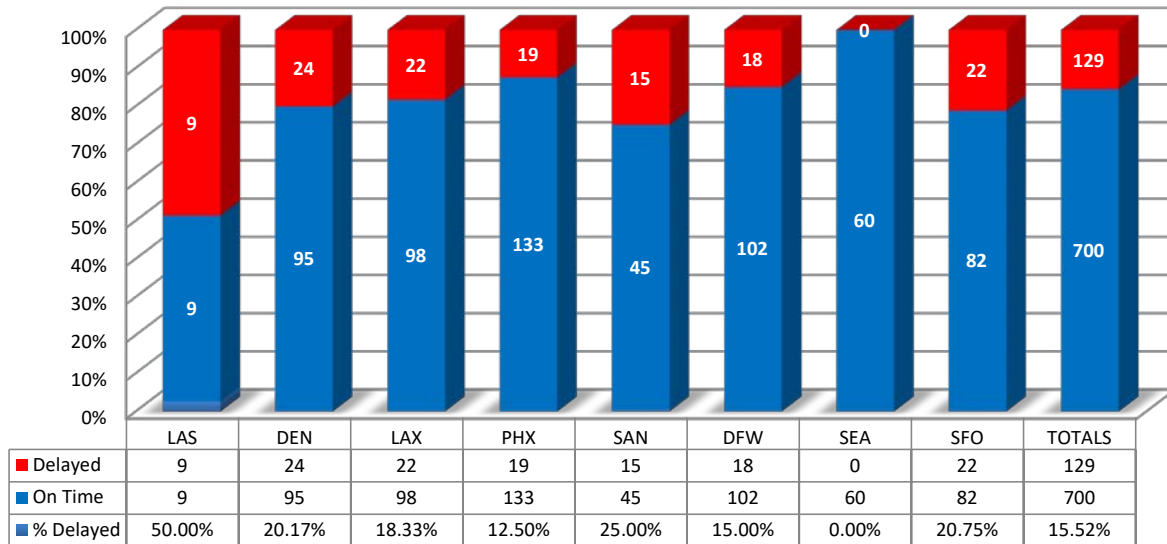
SEPTEMBER 2022

September Commercial Flights Operated vs. Canceled



TOTAL CANCELATIONS: 2

September Commercial Flights On Time vs. Delayed



TOTAL DELAYED FLIGHTS: 129



Monterey Regional Airport

October 2022 Flight Schedule



Aircraft
Type
(Seats)

CRJ200
(50)

CRJ700
(66)

CRJ200
(50)

EMB175
(76)

CRJ200
(50)

EMB175
(76)

CRJ900
(76)

EMB175
(76)

A319
(156)

EMB175
(76)

CRJ200
(50)

EMB175
(76)

CRJ900
(76)

Aircraft
Type
(Seats)

CRJ200
(50)

CRJ900
(76)

EMB175
(76)

CRJ200
(50)

CRJ700
(66)

CRJ200
(50)

EMB175
(76)

CRJ200
(50)

EMB175
(76)

EMB175
(76)

CRJ900
(76)

A319
(156)

CRJ200
(50)

ARRIVALS

DEPARTURES

FROM	AIRLINE	FLIGHT	TIME	SCHD	TO	AIRLINE	FLIGHT	TIME	SCHD
LAX		5310	9:40 AM	DAILY	DEN		5681	5:15 AM	DAILY
PHX		3071	11:35 AM	DAILY EXC 31	PHX		5868	6:00 AM	DAILY
SFO		5479	12:25 PM	DAILY	DFW		4166	7:00 AM	DAILY
DFW		4004	12:50 PM	DAILY	LAX		5658	10:30 AM	DAILY
DEN		5438	2:00 PM	DAILY	PHX		3071	12:15 PM	DAILY EXC 16 & 23
SEA		2041	2:05 PM	DAILY	DEN		5778	1:00 PM	DAILY
PHX		5761/ 4931	3:50 PM 7:00 PM	2, 3, 6-30 1, 4 & 5	DFW		4004	1:25 PM	DAILY EXC 29 & 31
SAN		3383	3:25 PM	DAILY	SFO		4729	2:40 PM	DAILY
LAS		77 77	4:55 PM 1:40 PM	OCT 3 MON & FRI	SEA		2041	2:45 PM	DAILY
LAX		5288	7:40 PM 3:40 PM	OCT 1 - 29 OCT 30	SAN		3383	4:05 PM	DAILY
DEN		5454	8:40 PM	DAILY	PHX		5761	4:25 PM	DAILY EXC 29 & 31
DFW		3880	8:45 PM	DAILY EXC 29 & 31	LAS		82 78	5:45 PM 2:30 PM	OCT 3 MON & FRI
PHX		5814	10:00 PM	DAILY EXC 1, 4, 5, 29, 31	LAX		4777 5410	8:20 PM 4:40 PM	OCT 1 - 29 OCT 30

*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 Director for Strategy and Development
DATE: October 1, 2022
SUBJ: Planning, Environmental and Maintenance Monthly Project Report

Attached is the current monthly Project Report for the Planning and Maintenance Departments with the following highlights for September 2022:

➤ **2801 and 2999 Monterey Salinas Highway Well Construction/Destruction**

- The 72-hour source capacity test for the following location was completed as scheduled.
 - 2999 Monterey Salinas Highway is scheduled for 10:00 am September 27, 2022 through 10:00 am September 30, 2022
- The 72-hour source capacity test for the following location has been scheduled and approved by County of Monterey Health Department.
 - 2801 Monterey Salinas Highway is scheduled for 10:00 am October 18 through 10:00 am October 21, 2022
- A follow-up presentation will be provided at a future Board meeting by Kimley-Horn and Bierman Hydrogeologic once the post testing data has been compiled.

➤ **Commercial Ramp 90% Design**

- C&S Company has provided the airport staff with the 90% design plans and specifications
- Staff will review these documents, then provide them to FAA for their review

➤ **Architect/Engineering Services for the Monterey Regional New Passenger Terminal Facility**

- A Request for Qualifications was widely posted for this component of the Safety Enhancement Program (SEP) and seven teams provided response documents
- An evaluation panel reviewed the responses and conducted initial interviews on the top three ranked teams
- Two architectural firms have been selected for the Board to interview on October 21, 2022: HOK and Alliance. The schedule will consist of a 90-minute interview, 30 minutes in between, another 90-minute interview, and then a working lunch for a one-hour discussion and final selection.

➤ **New Maintenance Vehicle**

- The maintenance vehicle that had been ordered in July of 2021 was finally ready at the car dealership for the airport to take possession on September 12, 2022. This vehicle has been added to the maintenance fleet.

FUNDING				EXPENDITURES				STATUS			
PROJECT #	AIP #	PFC	Total Project Budget	Spent in Prior Fiscal Years	FY 2023 Expenditures to Date	9/30/2022	% Physical Complete	Project Name	Current Status	4 Week Look Ahead	
ACTIVE FEDERALLY-FUNDED PROJECTS:											
1	2020-12	71	18-22-C-00-MRY	\$11,000,000	\$8,435,652	\$112,950	\$8,548,602	98%	NORTHSIDE GA APRON CONSTRUCTION	Grant was executed on 12/18/2020. Construction contract was awarded to Teichert at the 12/18/20 BOD meeting. Construction began on March 29, 2021.	Final engineering reports have been submitted to FAA. Since the primary project is complete, mitigation will remain open until December 2022.
2	2020-13	72	18-22-C-00-MRY	\$1,946,065	\$1,881,783	\$50,796	\$1,932,579	100%	NORTHEAST VSR IMPROVEMENTS	Grant was executed on 9/10/2020. Construction contract was awarded to Teichert at the 12/18/20 BOD meeting.Construction began on March 29, 2021.	Final engineering reports have been submitted to FAA and final drawdown will be completed once the FAA financial system reopens for FY23 (which began on 10/1).
3	2021-04	76	18-22-C-00-MRY	\$3,350,000	\$2,207,111	\$353,237	\$2,560,348	90%	SEP Phase A1 Commercial Apron Design	An FAA Grant Offer for Design was executed on August 2, 2021.	C&S Engineering and staff continue to meet weekly to review design components and status.The construction documents are 90% complete and will be ready to BID when FAA releases the FY23 funding schedule.
4	2022-01	79	18-22-C-00-MRY	\$6,603,000	\$258,771	\$420,327	\$679,098	10%	SEP Phase C1/C2/C3 ARFF Design/Construction Demo/Airfield Access	Mill construction and Mar Jang Architects have completed the footprint design based on AIP eligibility and the site positioning.They continue to complete design and should have a GMP by August 2022. The contract for construction was approved at the September BOD meeting.	The AIP grant was executed on September 22, 2022. The project formulation cost reimbursement will be submitted once the FY23 financial system is reopened. Construction is anticipated to begin at the end of October 2022.
5	2023-01	TBD	18-22-C-00-MRY	\$3,775,000	\$0	\$1,954	\$1,954	0%	SEP Phase D1 Terminal Design	RFQ was posted and published. Response submittals were received on August 16, 2022. The evaluation panel reviewed the 7 submittals and invited the top 3 respondents for an initial interview.	The initial interview panel has selected two architectural firms for the Board to interview on 10/21/22: HOK and Alliance. The schedule will consist of a 90-minute interview, 30 minutes in between, another 90-minute interview, and then a working lunch for a one-hour discussion and final selection.
6	2023-02	TBD	18-22-C-00-MRY	\$2,170,000	\$0	\$0	\$0	0%	RUNWAY 28L-10R TREATMENT		No work has started at this time.

FUNDING				EXPENDITURES				STATUS			
	PROJECT #	AIP #	PFC	Total Project Budget	Spent in Prior Fiscal Years	FY 2023 Expenditures to Date	9/30/2022	% Physical Complete	Project Name	Current Status	4 Week Look Ahead
7	2023-034	TBD	18-22-C-00-MRY	\$40,000,000	\$0	\$0	\$0	0%	SEP Phase B2 Commercial Apron Construction		No work has started at this time.
<u>OUTSIDE FUNDED PROJECTS:</u>											
8	2019-03	N/A	N/A	\$2,828,058	\$520,242	\$32,252	\$552,494	45%	WATER DISTRIBUTION SYSTEM	The Monterey County approved the two demolition and two reconstruction permits. A contract to proceed with this work was approved at the January 2022 meeting.	Capacity testing was completed at the 2999 Monterey Salinas Highway site. The 2801 capacity test is scheduled for October 22-14, 2022. A follow up report and presentation will be provided at the November Board meeting.
<u>PFC FUNDED PROJECTS</u>											
9	2020-04	N/A	20-24-C-00-MRY	\$200,000	\$0	\$4,044	\$4,044	5%	CCTV TERMINAL AND PERIMETER SECURITY UPGRADES	Staff continue to evaluate and review camera and security system options.	An RFQ has been developed and posted to begin the evaluation to hire a team that can complete the needed upgrades.
<u>DISTRICT ONLY FUNDED PROJECTS</u>											
10	2020-14	N/A	N/A	\$350,000	\$203,879	\$0	\$203,879	0%	NORTHWEST BUILDING ABATEMENT	Abatement work was completed in June, 2021.	Staff are evaluating building 1105 Airport Way.
11	2022-02	N/A	N/A	\$83,000	\$27,859	\$53,357	\$81,216	100%	VEHICLE REPLACEMENT	A resolution to approve the purchase of one maintenance vehicle was approved at the September 2021 Board meeting.	The new maintenance truck was finally ready for pickup on September 13, 2022 and has been added to the vehicle fleet.
12	2023-04	N/A	N/A	\$350,000		\$0	\$0	0%	2801 PROPERTY REPAIRS		2801 building A needed significant elevator repairs to meet State requirements that were completed in September.
13	2023-05	N/A	N/A	\$250,000		\$0	\$0	0%	FRED KANE-SKYPARK PAVEMENT IMPROVEMENTS		No work has started at this time.

FUNDING				EXPENDITURES				STATUS			
	PROJECT #	AIP #	PFC	Total Project Budget	Spent in Prior Fiscal Years	FY 2023 Expenditures to Date	9/30/2022	% Physical Complete	Project Name	Current Status	4 Week Look Ahead
14	2023-06	N/A	N/A	\$100,000		\$0	\$0	0%	AIRFIELD VEHICLE GATE IMPROVEMENTS		No work has started at this time.
15	2023-07	N/A	N/A	\$325,000		\$0	\$0	0%	TERMINAL BUILDING OUTSIDE PAINTING		No work has started at this time.



POLICE

DEL REY OAKS

MONTHLY POLICE ACTIVITY REPORT

September 2022

TO: Michael La Pier, Executive Director
FROM: Sergeant Roger Guzman
DATE: October 6, 2022
SUBJECT: Police Activity Report for September 2022

The following is a summary of significant activity in the Police Department in September 2022:

Highlights

Del Rey Oaks Police Officers responded to approx 8 **door and gate alarms** in September.

Training

Commander Bourquin provided updated training regarding MRY OPS. Commander Bourquin and Ken Griggs/Mark Curtis meet weekly regarding MRY/DROPD operations.

Calls for Service

1. 9/3/22 2:30 PM Ofcr Anderson
Terminal: False alarm
Ofcr Anderson responded to false alarm in men's bathroom. MFD and DROPD inspected Area.
2. 9/19/22 12:30 AM Ofcr Dowson
Terminal: PGPD requested Ofcr Dowson to check for vehicle at airport. Vehicle related to incident.
3. 9/21/22 6:40 PM Ofcr Dowson
Terminal: Trespass Incident
Request for former employee to be trespassed if seen at airport.
4. 9/25/22 3:55 PM Commander Bourquin
Terminal: Passenger acting strange
Commander responded to sterile area due to passenger acting strange stealing snacks and being intoxicated.

END OF REPORT.