

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

July 13, 2016 10:00 AM

**Board Room, 2nd Floor of the Airport Terminal Building
200 Fred Kane Drive, Suite 200
Monterey Regional Airport**

(Unless you are a public safety official, please turn off your cell phone or place it on vibrate mode during the meeting. Thank you for your compliance.)

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

D. PUBLIC COMMENTS

Any person may address the Monterey Peninsula Airport District Board at this time. Presentations should not exceed three (3) minutes, should be directed to an item **NOT** on today's agenda, and should be within the jurisdiction of the Monterey Peninsula Airport District Board. Though not required, the Monterey Peninsula Airport District Board appreciates your cooperation in completing a speaker request form available on the staff table. Please give the completed form to the Monterey Peninsula Airport District Secretary. Comments concerning matters set forth on this agenda will be heard at the time the matter is considered.)

E. CONSENT AGENDA – ACTION ITEMS

(10:15AM - 10:30AM Estimated)

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

Approve 1. [Minutes of the Special Meeting of June 1, 2016](#)

Approve 2. [Minutes of the Regular Meeting of June 8, 2016](#)

F. DEFERRED CONSENT AGENDA - ACTION ITEMS

G. ACCEPTANCE OF DEPARTMENT REPORTS

(10:30AM - 10:45AM Estimated)

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

H. REGULAR AGENDA – ACTION ITEMS

(10:45AM - 11:45AM Estimated)

- Presentation 1. 75th Anniversary Video Presentation by Chris Chidlaw, Chidlaw Marketing
- Approve 2. [Vote for one candidate in the 2016 Board Elections to elect as a representative to the California Special Districts Association \(CSDA\) Board of Directors in the District's region for Seat B](#)
- Adopt 3. [Resolution No. 1666, A Resolution Authorizing and Approving a Professional Service Agreement with OpTerra Energy Services Inc., for preparation and assessment of an up-to three-acre solar photovoltaic \(PV\) electric generating system](#)
- Adopt 4. [Resolution No. 1667, A Resolution Authorizing and Approving a Professional Service Agreement with Coffman Associates, Inc. for preparation of an Environmental Assessment for the proposed Airport Safety Enhancement Project, and an Environmental Impact Report on the Proposed Airport Master Plan](#)
- Approve 5. [Approval of Amendment to Lease Between Monterey Peninsula Airport District and Tioga Land Company](#)
- Adopt 6. [Resolution No. 1668, A Resolution of the Board of Directors of the Monterey Peninsula Airport District Supporting the Transportation Safety and Investment Plan Presented by the Transportation Agency for Monterey County](#)
- Discussion 7. [Well Water Filtration System Cost Analysis](#)
- Approve 8. [Establish Procedure for Response to Grand Jury Report](#)

I. BOARD COMMITTEE REPORTS

(11:45AM - 12:00PM Estimated)

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

- a. Standing Committees:
- | | |
|--|---------------------------|
| i. Local Jurisdiction Liaison | Directors Leffel & Nelson |
| ii. Budget and Finance | Directors Sabo & Leffel |
| iii. Air Service, Marketing, Community Relations | Directors Miller & Nelson |
- b. Ad-Hoc Committees:
- | | |
|---|---------------------------|
| i. Community Affairs | Directors Sabo & Leffel |
| ii. Airport Property Development & Leases | Directors Nelson & Miller |
| iii. Noise Mitigation | Directors Sabo & Nelson |
- c. Liaison/Representatives:
- | | | |
|---|-----------------|--------------|
| i. Local Agency Formation Commission | Director Leffel | Alt: Searle |
| ii. Regional Taxi Authority | Director Leffel | Alt: La Pier |
| iii. Transportation Agency for Monterey County | Director Sabo | Alt: Nelson |
| iv. Water Management District (Policy Advisory) | Director Leffel | Alt: Searle |
| v. Special Districts Association Liaison | Director Miller | |

J. CLOSED SESSION

(1:00PM - 1:30PM Estimated)

1. **PUBLIC EMPLOYEE EVALUATION** (Government Code Section 54957(b)) The Board will meet to consider the evaluation of performance related to the following position: Executive Director.

K. RECONVENE TO OPEN SESSION

L. PENDING REQUESTS FOR FUTURE AGENDA ITEMS

M. 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.)

N. ADJOURNMENT

AGENDA DEADLINE

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. A final Agenda will be posted outside the District Offices in the Terminal Building at the Monterey Regional Airport 72 hours prior to the 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. In order to allow the District time within which to make appropriate arrangements, please submit a written request containing a brief description of the materials requested and preferred alternative format or auxiliary aid or service desired as far as possible in advance of the meeting. Requests should be sent to the District Secretary at 200 Fred Kane Drive, Suite 200, Monterey, California 93940.

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

June 1, 2016 10:00 AM, BOARD ROOM

A. CALL TO ORDER

Director Nelson called to order the Special Meeting of the Board of Directors at 10:06am. Directors Miller, Sabo and Searle were present. Director Leffel arrived at 10:13am. The following District officers were present: Executive Director La Pier, District Counsel Huber, Acting Board Secretary Porter and Deputy Executive Director Bergholz.

B. COMMUNICATIONS / ANNOUNCEMENTS / INFORMATIONAL ITEMS

None.

C. PUBLIC COMMENTS

None.

D. CLOSED SESSION

- 1. ANTICIPATED LITIGATION** (Government Code section 54956.9(d)(2)) The Board will meet with the Executive Director and District Counsel regarding anticipated litigation – one case.
- 2. REAL PROPERTY NEGOTIATIONS** (Government Code Section 54956.8) The Board will meet with Real Property Negotiators, Executive Director and District Counsel, regarding the property identified as a portion of 200 Fred Kane Dr., Monterey, CA 93940.

E. RECONVENE TO OPEN SESSION

Chair Leffel reported that action was taken during closed session. The Board directed staff to change the terminology on the Uber signage to accommodate other ride sharing companies and to increase the TNC Operating Permit categories on the FY 2017 Schedule of Rates and Charges.

F. REGULAR AGENDA

Approve 1. Regional Government Services Authority Agreement for Management and Administrative Services

Michael La Pier, Executive Director, presented Item F.1.

Director Sabo moved to approve the Regional Government Services Authority Agreement. Director Miller seconded the motion. The motion passed by a roll call vote of 5-0.

Discussion 2. FY 2017 Budget Review

Michael La Pier, Executive Director, and Tim Bergholz, Deputy Executive Director, Finance and Administration, presented Item F.2.

G. ADJOURNMENT

The meeting adjourned at 2:40pm.

MINUTES OF THE REGULAR MEETING OF THE MONTEREY PENINSULA AIRPORT DISTRICT BOARD OF DIRECTORS
June 8, 2016 10:00 AM, BOARD ROOM

A. CALL TO ORDER/ROLL CALL

Chair Leffel called to order the Regular Meeting of the Board of Directors at 10:05am. Directors Miller, Sabo and Searle were present. Director Nelson arrived at 10:37am. The following District officers were present: Executive Director La Pier, Acting Board Secretary Porter and Deputy Executive Director Bergholz. District Counsel Huber was absent. Dave Ritchie, Cota Cole, was Acting District Counsel.

B. PLEDGE OF ALLEGIANCE

Director Miller led the Pledge of Allegiance.

C. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

None.

D. PUBLIC COMMENTS

None.

E. CONSENT AGENDA – ACTION ITEMS

(10:15AM - 10:30AM Estimated)

(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.)

Director Sabo pulled Item E.6 from the Consent Agenda. Director Miller moved to approve Consent Agenda Items E.1, E.2, E.3, E.4 and E.5. Director Sabo seconded the motion. The motion passed unanimously.

Approve 1. Minutes of the Regular Meeting of May 11, 2016

Adopt 2. Ordinance No. 920, An Ordinance of the Monterey Peninsula Airport District Accepting the Requirements of the Penal Code Relating to the Training of Law Enforcement Officers

**ORDINANCE NO. 920
AN ORDINANCE OF THE MONTEREY PENINSULA
AIRPORT DISTRICT ACCEPTING THE REQUIREMENTS OF THE PENAL CODE RELATING TO
THE TRAINING OF LAW ENFORCEMENT OFFICERS**

THE BOARD OF DIRECTORS OF MONTEREY PENINSULA AIRPORT DISTRICT DO ORDAIN AS FOLLOWS:

Section 1. The Board of Directors finds and declares that the Monterey Peninsula Airport District desires to qualify to receive aid from the State of California under the provisions of Section 13522, Chapter 1 of Title 4, Part 4 of the California Penal Code.

Section 2. Pursuant to Penal Code Sections 13510.1 and 13512, the Monterey Peninsula Airport District will adhere to the standards for recruitment and training established by the Commission on Peace Officer Standards and Training.

Section 3. The Commission and its representatives may make such inquiries as deemed necessary to ascertain that the peace officer personnel of the Monterey Peninsula Airport District adhere to the standards for recruitment and training established by the California Commission on Peace Officer Standards and Training.

Section 4. This ordinance shall take effect 30 days from and after the date of its adoption.

ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 8th day of June, 2016, by the following roll call vote:

AYES:	DIRECTORS:	Miller, Sabo, Searle, Chair Leffel
NOES:	DIRECTORS:	None
ABSTAIN:	DIRECTORS:	None
ABSENT:	DIRECTORS:	Nelson

Adopt 3. Resolution No. 1662, A Resolution Ordering an Election, Requesting the Monterey County Elections Department to Conduct the Election, Requesting Consolidation of the Election and Stating the Determination of the Board of Directors of the Monterey Peninsula Airport District with Respect to Candidates' Statements of Qualifications

RESOLUTION NO. 1662

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

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

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

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

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

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

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

WHEREAS, various city, district, county, state and other political subdivision elections may be or have been called to be held on November 8, 2016; and

WHEREAS, pursuant to Elections Code Section 13307, it is incumbent upon this Board of Directors to determine who will pay the cost of any candidate's statements and to fix the maximum number of words to be submitted; and

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

Mary Ann Leffel	four-year term expiring 2016
William Sabo	four-year term expiring 2016
Richard Searle	four-year term expiring 2016

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors of the Monterey Peninsula Airport District hereby orders that an election be called and consolidated with any and all elections also called to be held on November 8, 2016 insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of the Monterey Peninsula Airport District and requests that the Board of Supervisors of the County of Monterey order such consolidation under Elections Code Sections 10401 and 10403; and

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

BE IT FURTHER RESOLVED THAT each candidate will pay the cost of that candidate's statement, if any. Candidates' statements shall not exceed 200 words in length each, and

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

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 8th day of June 2016, by the following roll call vote:

AYES: **DIRECTORS:** Miller, Sabo, Searle, Chair Leffel
NOES: **DIRECTORS:** None
ABSTAIN: **DIRECTORS:** None
ABSENT: **DIRECTORS:** Nelson

Adopt 4. Resolution No. 1663, A Resolution Authorizing and Approving the Adjustment of Rates and Charges at the Monterey Peninsula Airport District for Fiscal Year 2017

RESOLUTION NO. 1663

A RESOLUTION AUTHORIZING AND APPROVING THE ADJUSTMENT OF RATES AND CHARGES AT THE MONTEREY REGIONAL AIRPORT FOR FISCAL YEAR 2017

WHEREAS, periodic adjustment of rates and fees is appropriate in order to achieve the District's goal of recovering the cost of operating and maintaining the Airport from rents, fees and charges paid by tenants and users of Airport facilities in fair proportion to their respective use, and

WHEREAS, the District has set its airside rates in accordance with the airfield residual cost recovery methodology, and

WHEREAS, the District has set its terminal area rental rates in accordance with the terminal compensatory cost recovery methodology,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT, the following rate and fee schedule (SEE ANNEX A) shall be implemented effective July 1, 2016.

1.0 Aviation & Aviation Related Rates and Fees.

1.1 Landing Fees.

1.1.1 Air Carriers. Provided a signed agreement between an air carrier and the District exists and except as exempted from landing fees by the provisions of Section 1.1.5 of this Resolution, there shall be paid to the District a landing fee for all air carrier operations (including unscheduled charter operations) landing at the Airport (SEE ANNEX A). The landing fee is assessed per thousand pounds of certificated gross landing weight. Air carriers operating without a signed agreement will pay a landing fee equal to two (2) times the established rate.

1.1.2 Freight Forwarding/Cargo Carriers. Except as exempted from landing fees by the provisions of Section 1.1.5 of this Resolution, there shall be paid to the District a landing fee for all freight forwarding/cargo carrier operations (including unscheduled charter operations) landing at the Airport (SEE ANNEX A). The landing fee is assessed per thousand pounds of certificated gross landing weight or per landing.

1.1.3 General Aviation Aircraft. Except as exempted from landing fees by the provisions of Sections 1.1.3.1 and 1.1.5 of this Resolution, there shall be paid to the District a landing fee for all general aviation aircraft operations involving aircraft having a certificated gross landing weight of six thousand pounds (6,000 lbs) or greater landing at the Airport (SEE ANNEX A). The landing fee is assessed per thousand pounds of certificated gross landing weight.

1.1.3.1 Based Aircraft Exemption. All general aviation aircraft based at the Monterey Regional Airport shall be exempt from the landing fees set forth in Section 1.1.3 of this Resolution. General aviation aircraft based at the Airport shall be deemed to include general aviation aircraft for which monthly hangar rentals or tie-down fees are being paid to the District or to a fixed base operator holding a valid lease or rental agreement with the District for the conduct of fixed base operations at the Airport. In addition, general aviation aircraft owned or leased by such a fixed base operator shall be deemed to be general aviation aircraft based at the Airport.

1.1.4 Helicopters. Except as exempted from landing fees by the provisions of Sections 1.1.4.1 or 1.1.5 of this Resolution, there shall be paid to the District a landing fee for all helicopter operations landing at the Airport (SEE ANNEX A). The landing fee for helicopters is assessed per landing.

1.1.4.1 Based Helicopter Exemption. All helicopters based at the Monterey Regional Airport shall be exempt from the landing fees set forth in Section 1.1.4 of this Resolution. Helicopters based at the Airport shall be deemed to include helicopters for which monthly hangar rentals or tie-down fees are being paid to the District or to a fixed base operator holding a valid lease or rental agreement with the District for the conduct of fixed base operations at the Airport. In addition, helicopters owned or leased by such a fixed base operator shall be deemed to be helicopters based at the Airport.

1.1.5 General Exemptions. Aircraft landing at the Airport due to mechanical failure or other in-flight emergency shall be exempt from the landing fees set forth in this Resolution. Military aircraft or aircraft operated by the state or federal government shall be exempt from the landing fees set forth in this Resolution. Medical emergency/medical evacuation aircraft shall be exempt from the landing fees set forth in this Resolution.

1.2 Remain-Over-Night (RON) Fee.

1.2.1 Air Carriers. Provided a signed agreement between an air carrier and the District exists, there shall be paid to the District a RON fee for all air carrier aircraft (including unscheduled charter aircraft) that remain over night at the Airport (SEE ANNEX A). The RON fee is assessed per thousand pounds of certificated gross landing weight.

1.2.2 Freight Forwarding / Cargo Carriers. There shall be paid to the District a RON fee for all freight forwarding/cargo carrier aircraft (including unscheduled charter aircraft) that remain overnight at the Airport (SEE ANNEX A). The RON fee is assessed per thousand pounds of certificated gross landing weight.

1.3 Apron Fee.

1.3.1 Air Carriers. Provided a signed agreement between an air carrier and the District exists, there shall be paid to the District an apron fee for all air carrier aircraft (including unscheduled charter aircraft) that park on the terminal ramp at the Airport (SEE ANNEX A). The apron fee is assessed per thousand pounds of certificated gross landing weight. Air carriers operating without a signed agreement will pay a landing fee equal to two (2) times the established rate.

1.3.2 Freight Forwarding / Cargo Carriers. There shall be paid to the District an apron fee for all freight forwarding/cargo carrier aircraft (including unscheduled charter aircraft) that park on the terminal ramp at the Airport (SEE ANNEX A). The apron fee is assessed per thousand pounds of certificated gross landing weight.

1.4 Gate Fee. Provided a signed agreement between an air carrier and the District exists, there shall be paid to the District a gate fee for non-scheduled (including charter) air carrier aircraft that use the Airport terminal facilities (SEE ANNEX A). The gate fee is assessed per thousand pounds of certificated gross landing weight. Air carriers operating without a signed agreement will pay a landing fee equal to two (2) times the established rate.

1.5 Security Fee. There shall be paid to the District a security fee for all air carrier aircraft (including unscheduled charter aircraft) that use the Airport terminal facilities (SEE ANNEX A). The security fee is assessed per enplaned passenger.

1.6 Hangar Rentals. There shall be paid to the District rents for District owned and maintained aircraft hangars (SEE ANNEX A). The hangar rent is assessed by type and location of hangar, except as may otherwise be provided in a contractual agreement between the District (lessor) and a lessee.

1.7 Aircraft Tie-downs. There shall be paid to the District rents for District owned and maintained aircraft tie-down spaces (SEE ANNEX A). The tie-down rent is assessed by aircraft type and location of tie-down, except as may otherwise be provided in a contractual agreement between the District (lessor) and a lessee.

1.8 Fuel Dispensing / Fuel Flowage Fees. There shall be paid to the District a fuel dispensing or fuel flowage fee for each gallon of fuel dispensed at the Airport (SEE ANNEX A). The fuel dispensing or flowage fee is assessed by number of gallons dispensed and by type of fuel.

2.0 Terminal Area Rents.

2.1 Terminal Building and Adjacent Area Rentals. There shall be paid to the District rents for space in and around the Airport terminal (SEE ANNEX A). These rents are paid by square foot (sq. ft.) or space basis (per month) except as may otherwise be provided in a contractual agreement between the District (lessor) and a lessee.

2.2 Concessionaires. There shall be paid to the District fees for the use of space and the conduct of business in and around the Airport terminal. These fees may be assessed by square foot (sq. ft.) or space basis (per month), or may be assessed as a percentage of gross receipts, or a combination provided in a contractual agreement between the District (lessor) and a lessee or concessionaire.

3.0 Non-Aviation Rents. There shall be paid to the District rents for non-aviation space and facilities on the Airport (SEE ANNEX A). These rents are assessed on a square foot (sq. ft.) or space basis (per month) except as may otherwise be provided in a contractual agreement between the District (lessor) and a lessee.

4.0 Future Rate Adjustments. The District may implement changes in rates and charges from time-to-time through the adoption of future rates and charges resolutions. During the period following the adoption of this Resolution and until the effective date of a subsequent rates and charges resolution, District leases and rental agreements may provide for adjustments to rates and charges based on changes in consumer price or other indices.

5.0 Severability. If any provision, clause, sentence or paragraph of this Resolution or the application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions of this Resolution which can be given effect without the invalid provision or application and to this end, the provisions of this Resolution are declared severable.

6.0 Effective Date. This Resolution shall take effect on July 1, 2016.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: this 8th day of June, 2016, by the following roll call vote:

AYES:	DIRECTORS:	Miller, Sabo, Searle, Chair Leffel
NOES:	DIRECTORS:	None
ABSTAIN:	DIRECTORS:	None
ABSENT:	DIRECTORS:	Nelson

Adopt 5. Resolution No. 1664, A Resolution Authorizing and Approving the Fiscal Year 2017 Salary Schedule Listing Salary Ranges and Pay Steps for the Monterey Peninsula Airport District

RESOLUTION NO. 1664

**A RESOLUTION AUTHORIZING AND APPROVING
THE FISCAL YEAR 2017 SALARY SCHEDULE LISTING SALARY RANGES
AND PAY STEPS FOR THE MONTEREY PENINSULA AIRPORT DISTRICT**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: That the compensation of all employees of the Monterey Peninsula Airport District as set forth and prescribed in the 2017 Salary Schedule, Listing Salary Ranges and Pay Steps, 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 2017 Salary Schedule" listing salary ranges and pay steps.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 8th day of June, 2016 by the following roll call vote:

AYES:	DIRECTORS:	Miller, Sabo, Searle, Chair Leffel
NOES:	DIRECTORS:	None
ABSTAIN:	DIRECTORS:	None
ABSENT:	DIRECTORS:	Nelson

Adopt 6. Resolution No. 1665, A Resolution Authorizing and Approving the Operating Budget and Capital Budget of the Monterey Peninsula Airport District for Fiscal Year 2017

Director Sabo asked for clarification on the reference to net income included in the staff write-up for the budget documents and also the NEPA / CEQA Proposed Safety Enhancements Project Total on the

Capital Budget. Tim Bergholz, Deputy Executive Director – Finance and Administration, provided the clarification.

Director Sabo moved to adopt Resolution No. 1665. Director Miller seconded the motion. The motion passed by a roll call vote of 4-0.

RESOLUTION NO. 1665

A RESOLUTION AUTHORIZING AND APPROVING THE OPERATING BUDGET AND CAPITAL BUDGET OF THE MONTEREY PENINSULA AIRPORT DISTRICT FOR FISCAL YEAR 2017

WHEREAS, the estimates submitted to the Board of Directors of the Monterey Peninsula Airport District entitled "Monterey Peninsula Airport District, County of Monterey, State of California, Budget - Fiscal Year 2017," and now on file in the offices of the District are hereby approved and adopted as the budget of the District for the Fiscal Year 2017, and

WHEREAS, the revenues of the District for the Fiscal Year 2017 are hereby appropriated as set forth and segregated in the operating budget and the capital budget, and

WHEREAS, all annual salaries, compensations, allowances and operating expenses for the Fiscal Year 2017 as set forth in the operating budget shall be payable in such time, form and manner as is prescribed by the Monterey Peninsula Airport District Act and by Resolution No. 1424, a Resolution Establishing Fiscal Control Policies and Procedures for the Monterey Peninsula Airport District, are hereby approved, and

WHEREAS, all capital expenditures for the Fiscal Year 2017 as set forth in the capital budget shall be payable in such time, form and manner as is prescribed by the Monterey Peninsula Airport District Act and by Resolution No. 1424, a Resolution Establishing Fiscal Control Policies and Procedures for the Monterey Peninsula Airport District, are hereby approved, and

WHEREAS, all debt service expenditures, interest and principal, for the Fiscal Year 2017 are identified and shall be payable in such time, form and manner as prescribed by contract or covenant, are hereby approved, and

WHEREAS, all motions and resolutions and parts of motions and resolutions insofar as they are in conflict with this resolution are hereby repealed,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT, the operating plan and capital plan presented in the budget for Fiscal Year 2017 are hereby established and designated as in the budget and shall take effect on July 1, 2016.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 8th day of June, 2016 by the following roll call vote:

AYES:	DIRECTORS:	Miller, Sabo, Searle, Chair Leffel
NOES:	DIRECTORS:	None
ABSTAIN:	DIRECTORS:	None
ABSENT:	DIRECTORS:	Nelson

F. DEFERRED CONSENT AGENDA - ACTION ITEMS

G. ACCEPTANCE OF DEPARTMENT REPORTS

(10:30AM - 10:45AM Estimated)

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

H. REGULAR AGENDA – ACTION ITEMS

(10:45AM - 11:45AM Estimated)

Presentation 1. Best Use of District Water Well Asset by David Stoldt, Monterey Peninsula Water Management District

David Stoldt, MPWMD, presented Item H.1.

Approve 2. Designation of Authorized Signatories on District Investment Accounts

Michael La Pier, Executive Director, presented Item H.2.

Director Miller moved to approve the Designation of Authorized Signatories on District Investment Accounts. Director Sabo seconded the motion. The motion passed unanimously.

I. BOARD COMMITTEE REPORTS

(11:45AM - 12:00PM Estimated)

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

a. Standing Committees:

- i. Local Jurisdiction Liaison Directors Leffel & Nelson
- ii. Budget and Finance Directors Sabo & Leffel
- iii. Air Service, Marketing, Community Relations Directors Miller & Nelson

b. Ad-Hoc Committees:

- i. Community Affairs Directors Sabo & Leffel
- ii. Airport Property Development & Leases Directors Nelson & Miller
- iii. Noise Mitigation Directors Sabo & Nelson

c. Liaison/Representatives:

- i. Local Agency Formation Commission Director Leffel Alt: Searle
- ii. Regional Taxi Authority Director Leffel Alt: La Pier
- iii. Transportation Agency for Monterey County Director Sabo Alt: Nelson
- iv. Water Management District (Policy Advisory) Director Leffel Alt: Searle
- v. Special Districts Association Liaison Director Miller

J. CLOSED SESSION

(1:00PM - 1:30PM Estimated)

1. **REAL PROPERTY NEGOTIATIONS** (Government Code Section 54956.8) The Board will meet with Real Property Negotiators, Executive Director and District Counsel, regarding the property identified as 2969 Monterey Salinas Highway, Monterey, CA 93940.

K. RECONVENE TO OPEN SESSION

Chair Leffel reported that action was taken during closed session. The Board directed Real Property Negotiators to proceed with a change of wording as requested.

L. PENDING REQUESTS FOR FUTURE AGENDA ITEMS

- *Customs and Border Protection*
- *Board Evaluation of Executive Director*
- *Well Water Filtration System Cost Analysis*

M. DISCUSSION OF FUTURE AGENDAS

No new Items were added.

N. ADJOURNMENT

The meeting adjourned at 12:43pm.

AGENDA ITEM: G
DATE: July 13, 2016

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

DEPARTMENT REPORTS

Jennifer Hickerson, Marketing & Public Relations Coordinator
[Air Service Development Report](#)

Ken Griggs, Operations Manager
[Operations Report](#)

Jeff Hoyne, Police Chief
[Police Activity Report](#)

Monterey Fire Department
[Monthly Report](#)

Tim Bergholz, Deputy Executive Director - Finance & Administration
[Financial Summary](#)

Chris Morello, Planning Manager / Grants Administration
[P & D Monthly Project Report](#)

TO: Mike La Pier, Executive Director
FROM: Jennifer Hickerson, Marketing & Public Relations Coordinator
DATE: July 1, 2016
SUBJ: Air Service Development Report

Marketing, Advertising & Promotions

Advertising:

- Billboard: On Hwy 101, 2 miles north of Prunedale. The Alaska Airlines creative is installed.
- TV: We ran commercials during the KSBW news and during Giants in Santa Cruz.
- History Video: The interviews for the history video are almost complete.
- City of Carmel: We are working with the City of Carmel on participating in a co-op opportunity they have available in the Los Angeles market. They would like to give away some trips to Carmel. This campaign will run this fall.

Air Carrier Update:

- AS – SAN and LAX service continues once a day.
- G4 (Allegiant) – LAS service continues Thursdays and Sundays.
- AA – PHX service is four times a day, with CRJ900 equipment continuing to operate three of the turns.
- UA SFO – SFO service continues twice a day. The SFO RON continues with a CRJ-700. The LAX service increases to four flights a day except Saturday when the late afternoon will not operate.

Air Service Development

- Mike attended Jump Start. He met with 8 airlines.
- We are working with the MCCVB and Joseph Pickering to collect the zip code data from the hotels which we need for our airline presentations. Joseph will sign a non-disclosure agreement and collect and analyze the data provided.

Public Relations:

- Social Media/Facebook: “Total Likes” continue to grow – **13,886** as of July 1st.

- Community Day: The Community Day is scheduled for October 1 from 12-4 p.m. at the Monterey Jet Center.

Customer Service:

- Customer Comment Cards: see June responses attached.

Date	Time	Pax Was	Airline	Flt #	Tone	Comments	Name	Address City & State
5/20	1430	A	UE		N	Baggage wasn't delivered when promised and we had to buy clothes, messed up evening.	S.V.	Edmonton
5/29	2200	A	AL	540	N	Not satisfied with your airline at all. Flight was delayed 3 hours. I will not make it to work.	M	Salinas, CA
6/2	500	D	UE	5316	P	A perfect day - so far- on my way to IAD over SFO.	M.R.	Carmel, CA
6/3	1015	D	UE	5053	P	Lian had to rebook me when flight was cancelled. She worked hard and gave me great service.	A.B.	Santa Cruz, CA
6/3		D	AE	5642	N	6 AM Cancelled and was rebooked. I had to drag my bags uphill from rental car. Curbside check in?	M.G.	Meridian, ID
6/5	1545	A	AL		N	Great time of flights but always an issue with seats, bag costs and otherwise just ok.		
6/10	1030	A	AA		P	Great	B.M.	Yuba Linda, CA
6/12	1815	D	AA	2603	P	I work for Alaska and fly every two weeks usually through SJC. Mry is very pleasant, short & friendly.	G.O.	SJB, CA
6/14	1745		AE	3806	P	this is the best airport I have ever been to.	R	Monterey, CA
6/16	600		UA		C	Gate with 20 ceiling fans is excessive and annoying and over done.		
6/17	1115	A	UE	5018	N	Standing here for 45 min trying to get bags. Not one person to help.	J.H.	Erie, PA
6/20	1830	D	AE	2086	P	Surprisingly you operate with TSA agents that have common sense.	A.W.	Myrtle Beach, SC

TO: Michael La Pier, Executive Director
FROM: Operations Manager Griggs
DATE: July 6, 2016
SUBJ: Operations Report

The following is a summary of activity in the Operations Department for June and planned airline activities for July 2016.

1. Hosted a quarterly terminal tenant meeting with airline and TSA stakeholders.
2. The Access Control and Monitoring System (ACAMS) upgrade project has been completed. New wireless network receivers have replaced outdated technology around the airport. This has increased video analytics, and data stream communications to avoid compromises in the ACAMS network. In turn, the District is expecting to save money on emergency vendor call-outs as self-healing software can detect problems and automatically correct deficiencies.
3. The Airport California Monitoring Group (ACMG) leaders performed a site compliance inspection to ensure the District is meeting provisions of the new California Industrial Storm Water General Permit (2015). The ACMG group represents more than 50 California airports to provide special counsel and technical expertise involving Storm Water Prevention Pollution Plans specifically for airport environments. Group leaders provided recommendations to improve best management practices to airport staff and tenants as well as how to further prevent industrial pollutants entering the storm drain system. The inspectors found the District has a sound and effective program.
4. The June Noise Comment Report is attached.
5. The Operating and Expense Reports for the Taxi Open-Entry and Uber ground transportation systems are attached.
6. The Commercial Flight Cancellations & Delays Report for June is attached.
7. Attached is the Commercial Flight Schedule for July 2016.
8. Below is the summary of scheduled airline activity for July 2016:

Alaska Air flown by Horizon

- Continuing to operate one daily departure to San Diego and Los Angeles
- Scheduled to operate a total of 124 flights (Arrivals and Departures)

Allegiant Air

- Continues service twice a week on Thursdays and Sundays
- Scheduled to operate a total of 18 flights (Arrivals and Departures)

United flown by SkyWest

- Four daily LAX departures continue (three on Saturdays)
- Two daily SFO departures continue
- Scheduled to operate a total of 376 flights (Arrivals and Departures)

American Eagle flown by SkyWest/Mesa

- Service to PHX continues with four daily departures using CRJ900 aircraft three of the four flights
- Scheduled to operate a total of 248 flights (Arrivals and Departures)

Cumulatively speaking, the airlines have scheduled 18 more flights (766 vs. 748) as compared to last June. This is primarily due to the increased daily service to PHX flown by American Eagle.

**MRY AIRPORT NOISE COMMENT LOG
JUNE 2016**

Name	Location (Address)	Incident Date	Incident Time	Aircraft ID	</> of Flight	Comments	By	Action Taken	Notes	
AIR OPERATIONS CENTERED AT MONTEREY AIRPORT										
1	Mrs. Di Maria	North Monterey	6/1/2016	9:36pm & 9:52pm	unknown	departures		KG	Mrs. Di Maria inquired why so many planes were departing this late and that it is illegal when the tower closes. Informed her there is no legal authority for the Airport to prohibit aircraft operations at any time.	Mr. and Mrs. Di Maria called separately at the listed times.
2	Barbara Lovero	Pasadera	6/1-6/11, 6/13-6/23-6/27	multiple	multiple	landing RWY 28L	Ongoing concerns regarding changes to RWY 28L RNAV approaches. Also upset about late-night/early morning operations.	NG	Documented and advised complainant that all MRY noise restrictions are voluntary.	Ops has corresponded at length with complainant regarding these issues.
3	Lauren Kaplan	Pasadera	6/9/2016	multiple	multiple	landing RWY 28L	Ongoing concerns regarding changes to RWY 28L RNAV approaches.	NG	Documented. Complainant understands airport is advocating for procedure changes. Requested no response.	Ops has corresponded previously with complainant regarding this issue.
4	Bob Pavao	North Monterey	6/15/2016	after 10pm	Cessna 172	right traffic RWYs 28	Small training plane flying over my house constantly after 10:00PM	NG	Contacted flight school re these operations and encouraged awareness of noise abatement procedures. Left VM 6/16 for complainant follow-up.	Per ATCT, CTAF tapes indicate 12 pattern trips by this aircraft.
5	Sandra Bear	CONA	6/15/2016	9:45pm and onward	Cessna 172	right traffic RWYs 28	Small acft doing repeated touch and go's not following noise abatement procedure.	NG	See above. No contact info provided.	See above.
6	Jeff	Plumas Ave - Seaside	6/17/2016	4:10 pm	Cessna 172 & Mentor	right traffic pattern RWYs 28	Both aircraft had to climb to get over high-tension power lines.	NG	ATCT advised only unusual maneuvering was an early base turn for cloud avoidance.	Complainant not satisfied with response. Referred to SJC FSDO for further inquiry regarding flight standards.
7	Howard Fosler	New Monterey	6/17/2016	4:00 pm	CRJ900	departing RWY 28L	Repeated observation of afternoon departure flying runway heading instead of published procedure	NG	ATCT advised three rwy heading departures for traffic reasons in last 2 weeks.	Complainant not satisfied with response. States rwy headings had improved and now have increased again.
8	Eric Fisher	Del Rey Oaks	6/24/2016	All Day (called at 5:45pm)	multiple	general	So much activity at the airport. Why?	KG	High volume of airport activity observed in large part due to several events occurring over the weekend.	
9	Hillary Williams	Pebble Beach	6/25/2016	11:53am	unknown	overhead	Loud terrifying noise rattled my windows.	KG	Tower reported four F-16s transitioned over the peninsula southbound.	
10	Howard Fosler	New Monterey	6/25/2016	11:53am	unknown	overhead	Loud aircraft flew overhead	KG	Tower reported four F-16s transitioned over the peninsula southbound.	
11	Richard Chelew	New Monterey	6/25/2016	11:53am	unknown	overhead	Loud aircraft flew overhead	KG	Tower reported four F-16s transitioned over the peninsula southbound.	

12	Nina Bee	Mar Vista / Skyline Forest	6/26/2016	3:30pm	Helicopters	overhead	Lots of helicopter activity	KG	Multiple military helicopters stopped at MRY for fuel. High volume of fixed wing activity necessitated ATCT to separate this traffic away from preferred arrival and departure patterns.
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AIR OPERATIONS ORIGINATING FROM ANOTHER AIRPORT

0	**NONE**								
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AIR OPERATIONS OF UNKNOWN ORIGIN

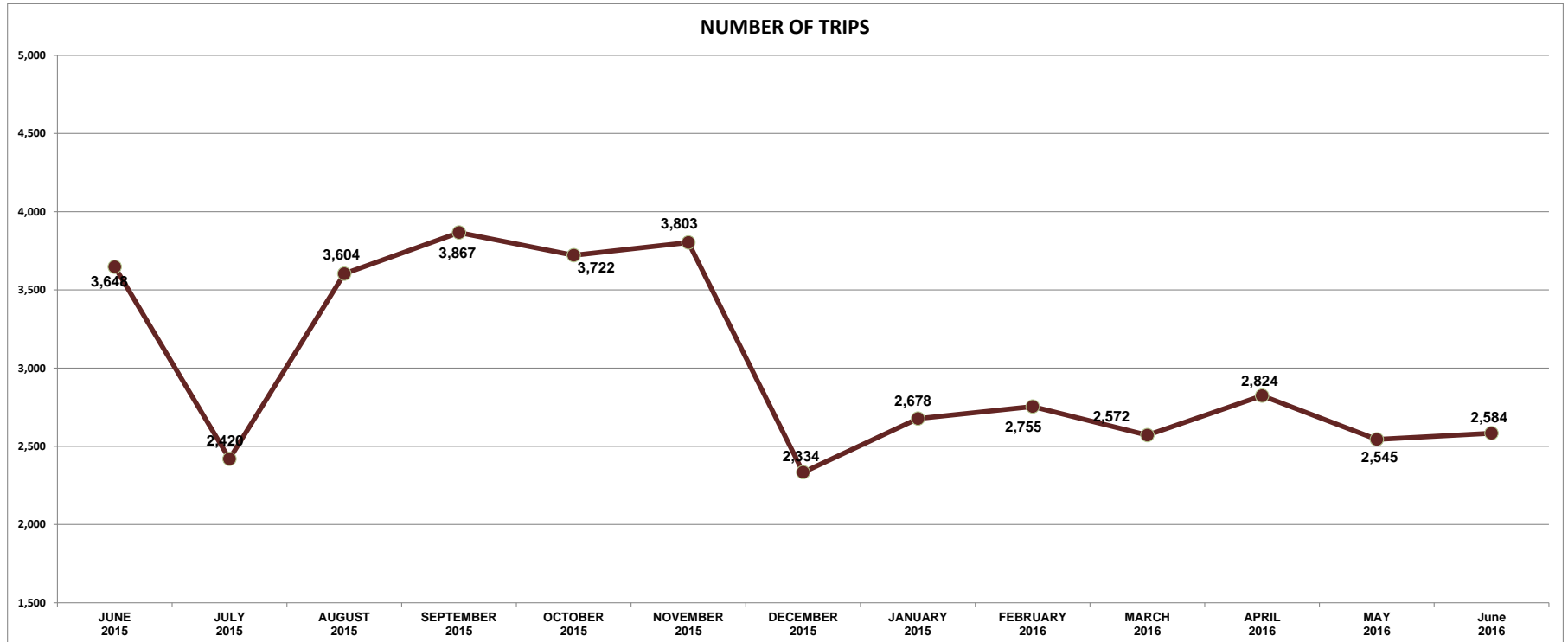
0	**NONE**								
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MONTHLY TOTALS and COMPARISONS

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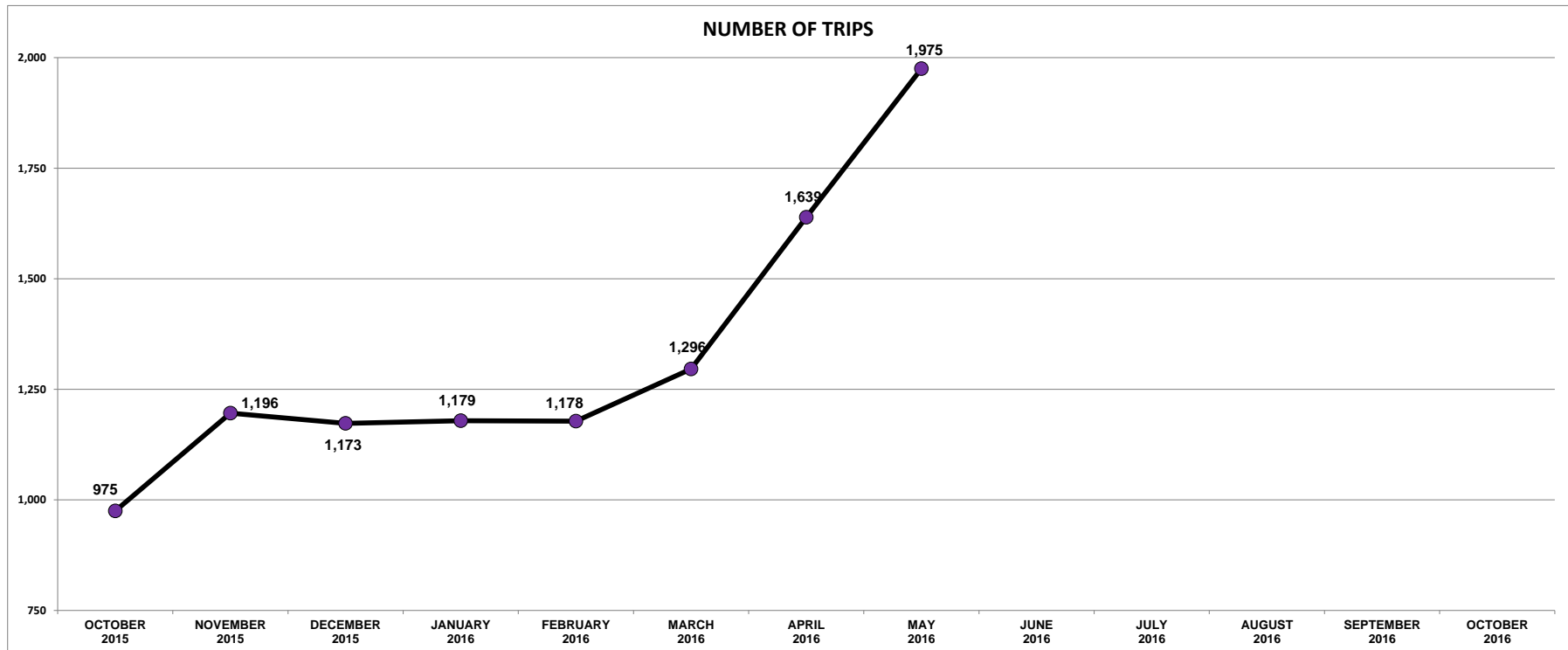
	Jun-16	Jun-15	% Change	Other Airport	UNKNOWN ORIGINS
Number of Complaints:	12	7	71%	0	0
Number of Operations:	8,534	6,052	41%		
			% Change		
Annual Total	63	32	97%	0	0

13-MONTH ROLLING COMPARISON



	2015 JUNE	2015 JULY	2015 AUGUST	2015 SEPTEMBER	2015 OCTOBER	2015 NOVEMBER	2015 DECEMBER	2015 JANUARY	2015 FEBRUARY	2016 MARCH	2016 APRIL	2016 MAY	2016 June
NUMBER OF TRIPS	3,648	2,420	3,604	3,867	3,722	3,803	2,334	2,678	2,755	2,572	2,824	2,545	2,584
NUMBER OF CABS	128	129	101	105	111	115	115	115	115	115	116	116	116
TAXI TRIP FEES	\$ 7,260	\$ 10,812	\$ 11,601	\$ 11,166	\$ 11,409	\$ 7,002	\$ 8,034	\$ 8,265	\$ 7,716	\$ 8,202	\$ 8,472	\$ 7,635	\$ 7,752
TAXI MEDALLION FEES¹	\$ 2,271	\$ 2,104	\$ 3,104	\$ 3,604	\$ 2,917	\$ 2,104	\$ 2,104	\$ 2,104	\$ 2,354	\$ 2,354	\$ 2,104	\$ 2,104	\$ 2,104
TAXI - TOTAL REVENUE	\$ 9,531	\$ 12,916	\$ 14,705	\$ 14,770	\$ 14,326	\$ 9,106	\$ 10,138	\$ 10,369	\$ 10,070	\$ 10,556	\$ 10,576	\$ 9,739	\$ 9,856
CURB MGMT CONTRACT	\$ 10,897	\$ 10,897	\$ 10,897	\$ 10,897	\$ 10,897	\$ 10,897	\$ 10,897	\$ 10,897	\$ 10,897	\$ 10,897	\$ 10,897	\$ 10,897	\$ 10,897
EQUIPMENT DEPRECIATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SOFTWARE LICENSE / HOSTING	\$ 2,175	\$ 2,175	\$ 2,175	\$ 2,175	\$ 2,175	\$ 2,175	\$ 2,175	\$ 2,175	\$ 2,175	\$ 2,175	\$ 2,175	\$ 2,175	\$ 2,175
EXPENDABLE SUPPLIES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TAXI - TOTAL EXPENSE	\$ 13,072	\$ 13,072	\$ 13,072	\$ 13,072	\$ 13,072	\$ 13,072	\$ 13,072	\$ 13,072	\$ 13,072	\$ 13,072	\$ 13,072	\$ 13,072	\$ 13,072
OPERATING INCOME / (LOSS)	\$ (3,541)	\$ (156)	\$ 1,633	\$ 1,698	\$ 1,254	\$ (3,966)	\$ (2,934)	\$ (2,703)	\$ (3,002)	\$ (2,516)	\$ (2,496)	\$ (3,333)	\$ (3,216)
FYTD 2016 (July 2015 - June 2016) OPERATING INCOME / (LOSS)													\$ (19,736)
CUMULATIVE (13-MONTH) OPERATING INCOME / (LOSS)													\$ (23,277)

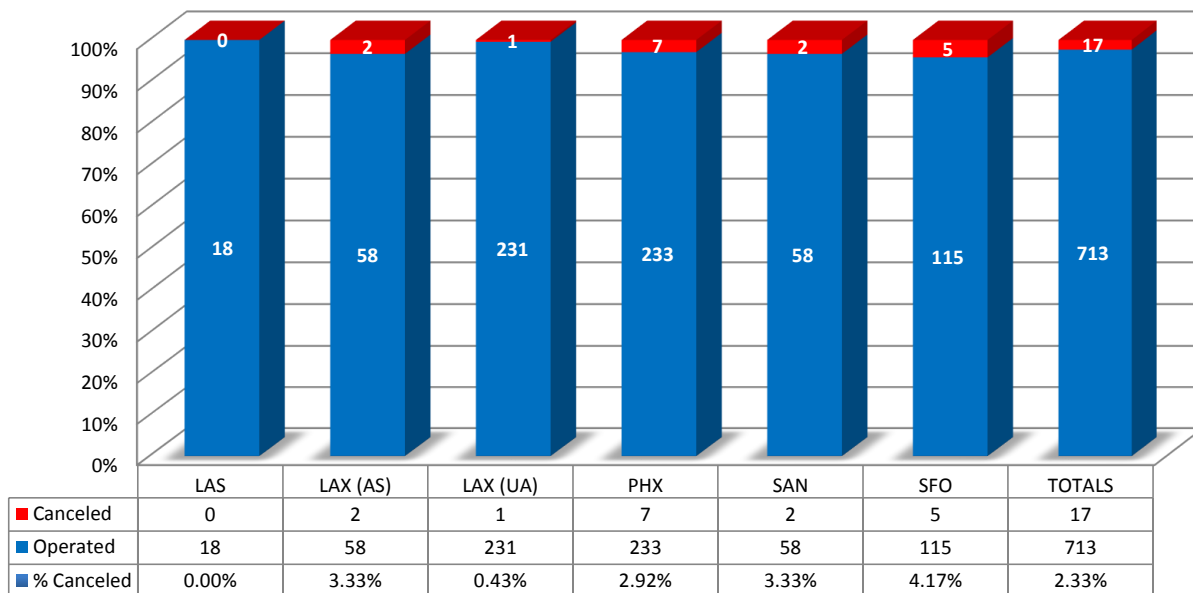
13-MONTH ROLLING COMPARISON



	2015 OCTOBER	2015 NOVEMBER	2015 DECEMBER	2016 JANUARY	2016 FEBRUARY	2016 MARCH	2016 APRIL	2016 MAY	2016 JUNE	2016 JULY	2016 AUGUST	2016 SEPTEMBER	2016 OCTOBER
NUMBER OF TRIPS	975	1,196	1,173	1,179	1,178	1,296	1,639	1,975					
NUMBER OF TNCs	1	1	1	1	1	1	1	1					
TNC TRIP FEES	\$ 2,925	\$ 3,588	\$ 3,519	\$ 3,537	\$ 3,534	\$ 3,888	\$ 4,917	\$ 5,925					
TNC PERMITS	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
TNC - TOTAL REVENUE	\$ 3,925	\$ 3,588	\$ 3,519	\$ 3,537	\$ 3,534	\$ 3,888	\$ 4,917	\$ 5,925	\$ -	\$ -	\$ -	\$ -	\$ -

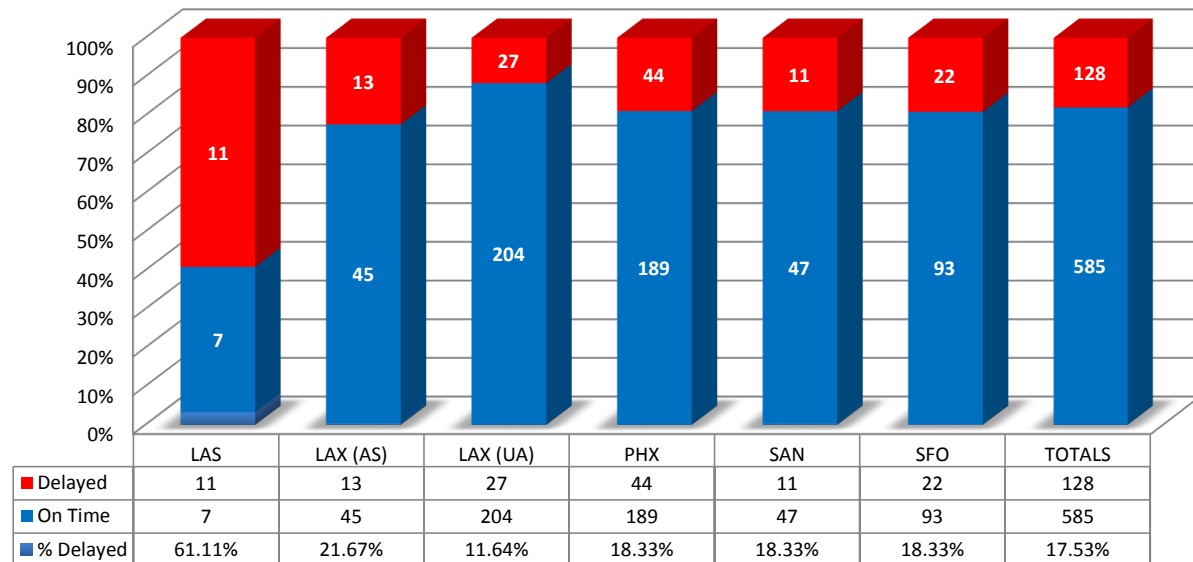
JUNE 2016

June Commercial Flights Operated vs. Canceled



















TOTAL CANCELLATIONS: 17

June Commercial Flights On Time vs. Delayed



TOTAL DELAYED FLIGHTS: 128

Monterey Regional Airport July 2016 Flight Schedule

		ARRIVALS				DEPARTURES					
	FROM	AIRLINE	FLIGHT	TIME	SCHD	TO	AIRLINE	FLIGHT	TIME	SCHD	
Q400 (76)	LAX		2604	10:20 AM	DAILY	SFO		5316	6:00 AM	DAILY	CRJ700 (66)
CRJ200 (50)	LAX		5018	10:20 AM	DAILY	PHX		5696	6:10 AM	DAILY EXC JUL 4	CRJ900 (76)
CRJ200 (50)	SFO		5984	11:30 AM	DAILY	LAX		5053	6:25 AM	DAILY	CRJ200 (50)
CRJ900 (76)	PHX		5896	11:50 AM	DAILY	SAN		2437	10:55 AM	DAILY	Q400 (76)
CRJ200 (50)	LAX		5166	2:10 PM	DAILY EXC JUL 3	LAX		5053	10:50 AM	DAILY	CRJ200 (50)
MD80 (166)	LAS		540	3:10 PM	TH & SU	SFO		5477	12:05 PM	DAILY	CRJ200 (50)
CRJ900 (76)	PHX		5699	3:35 PM	DAILY	PHX		5694	12:25 PM	DAILY	CRJ900 (76)
CRJ200 (50)	LAX		5037	5:40 PM	DAILY EXC SA	LAX		5139	2:45 PM	DAILY EXC JUL 3	CRJ200 (50)
Q400 (76)	SAN		2436	6:00 PM	DAILY	LAS		541	3:55 PM	TH & SU	MD80 (166)
CRJ200 (50)	PHX		2996	6:40 PM	DAILY	PHX		5658	4:10 PM	DAILY	CRJ900 (76)
CRJ200 (50)	LAX		5021	9:30 PM	DAILY	LAX		5054	6:10 PM	DAILY EXC SA	CRJ200 (50)
CRJ900 (76)	PHX		5695	9:58 PM	DAILY EXC JUL 3	LAX		2603	6:35 PM	DAILY	Q400 (76)
CRJ700 (66)	SFO		5850	11:40 PM	DAILY	PHX		2996	7:10 PM	DAILY	CRJ200 (50)

*Flight Schedule is general information and subject to change. Schedules are updated monthly and can change daily. Please contact your airline for further information.

AGENDA ITEM: G
DATE: July 13, 2016

TO: Mike La Pier, Executive Director
FROM: Police Chief Jeff Hoyne
DATE: July 1, 2016
SUBJECT: Police Activity Report for June 2016

The following is a summary of significant activity in the Police Department in June 2016:

Highlights

- MRY PD responded to **172 door and gate alarms** in June.
- Officers worked a total of **19.74 hours of overtime** in June.
- MRY PD officers responded to one outside agency assist in June which consisted of the following:
 - 6/26 @ 2124 hrs. Dispatched to a physical domestic at 1000 Paloma Road. Assisted Officer Nguyen by acting as the cover officer while he arrested the suspect.

Training

- All officers completed CLETS/CJIS Security Training
- Chief Hoyne attended POST two-day Media Relations Course
- Chief Hoyne and Officer Allen attended NSA Active Shooter drill
- Officers Church and Hickerson attended Critical Incident Response for Field Officers in Pacific Grove

Calls for Service

1. 6/4 @ 1115 hrs. Dispatched to suspicious circumstances. Three stalls in men's lobby bathroom locked with no one in them. All lobby bathrooms checked, no stalls locked.
2. 6/5 @ 1240 hrs. Aircraft with flat tire assisted by Airport Fire. FOD check conducted by PD.
3. 6/5 @ 2400 hrs. A storage unit was burglarized. This is the second time in about a month and the second storage unit to be burglarized belonging to the same subject.
4. 6/9 @ 1950 hrs. Alert 2 issued due to landing gear malfunction. Alert 3 when gear collapsed upon landing in the secondary runway.
5. 6/17 @ 1720 hrs. Operations advised of an incident on 10R. Pilot lost left main landing gear on landing. Pilot and six passengers suffered no injuries.
6. 6/23 @ 1520 hrs. Republic Parking reported an abandoned vehicle parked in the long term parking lot since 2/17/16.
7. 6/25 @ 0954 hrs. Dispatched to Hwy 68 Self Storage for a past tense 459 to a storage unit.

8. 6/26 @ 0722 hrs. Officer advised by Republic Parking that someone moved the rocks near the long term parking entrance so they could exit. This occurred sometime during the night.
9. 6/26 @ 1106 hrs. Dispatched to the baggage claim rollup doors because the doors were not closing and the conveyor belt was not working. Confirmed that the doors were open and contacted maintenance, who corrected the problem.
10. 6/28 @ 1953 hrs. Contacted by Enterprise Rental Car after a couple of customers complained about a drunk subject walking around with his pants halfway down. The subject was issued a trespass warning not to come onto airport property.
11. 6/29 @ 1700 hrs. Dispatched to an alarm at Sky Park storage. Arrived on scene and no alarm was audible. No agent was located to respond and incident was cleared.
12. 6/29 @ 2130 hrs. Dispatched to the RV lot for a possible broken water main. Tenant found water shut off valve before officer's arrival. Tenant will repair damaged valve.
13. 6/29 @ 2205 hrs. Dispatched to 202 Sky Park Drive for a fire alarm activation. Alarm was caused by tenant overcooking a late dinner. Fire cleared the building and shut off the alarm.
14. 6/30 @ 1900 hrs. Dispatched to the American Eagle gate #3 for the possibility of angry passengers needing to be removed to make airline weight and balances. Two passengers gave up their seats willingly and were rebooked.
15. 6/30 @ 1925 hrs. Subject was removed from outbound Las Vegas flight. The crew deemed him too intoxicated to travel on their aircraft. Subject was compliant and cooperative.



MONTEREY FIRE DEPARTMENT

Report to Airport Board of Directors

June 2016

1. Incident Responses

Engine assigned to Fire Station 6 (Airport) responded to a total of 23 incidents during the month as follows (see attached for breakdown of types of incidents):

- MPAD property – 6
- City of Monterey – 16
- Auto / Mutual Aid – 1

2. Training

Personnel completed a total of 61.5 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): 71
- Operational (qualified to work at Airport, but no live fire training): 31
- Technician (fully qualified to be the designated ARFF fire engineer): 13

3. Other

- In preparation for wildland fire season, Monterey Fire personnel have completed annual refresher training. We anticipate another busy season and will likely send crews out to other parts of the state on mutual aid assignments.
- Quick resolution to an issue with the sewer system at the fire station was possible due to great cooperation between Airport Operations, Airport Maintenance staff, and City of Monterey Public Works staff. Significant needed repairs were made quickly to get the system operational again.

Monterey Fire Department

Incident Type Report (Summary)

**Alarm Date Between {06/01/2016} And
{06/30/2016} and Station = "6"**

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
3 Rescue & Emergency Medical Service Incident				
321 EMS call, excluding vehicle accident with injury	9	39.13%	\$0	0.00%
322 Motor vehicle accident with injuries	1	4.35%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	2	8.70%	\$0	0.00%
331 Lock-in (if lock out , use 511)	1	4.35%	\$0	0.00%
	13	56.52%	\$0	0.00%
4 Hazardous Condition (No Fire)				
411 Gasoline or other flammable liquid spill	1	4.35%	\$0	0.00%
	1	4.35%	\$0	0.00%
5 Service Call				
511 Lock-out	1	4.35%	\$0	0.00%
520 Water problem, Other	1	4.35%	\$0	0.00%
551 Assist police or other governmental agency	1	4.35%	\$0	0.00%
	3	13.04%	\$0	0.00%
6 Good Intent Call				
611 Dispatched & cancelled en route	3	13.04%	\$0	0.00%
622 No Incident found on arrival at dispatch address	1	4.35%	\$0	0.00%
	4	17.39%	\$0	0.00%
7 False Alarm & False Call				
743 Smoke detector activation, no fire - unintentional	1	4.35%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	1	4.35%	\$0	0.00%
	2	8.70%	\$0	0.00%

Total Incident Count: 23

Total Est Loss: \$0

AGENDA ITEM: G
DATE: July 13, 2016

TO: Michael La Pier, Executive Director, Monterey Peninsula Airport District
FROM: Tim Bergholz, Deputy Executive Director Finance and Administration
SUBJ: Financial Summary for May & Fiscal Year 2016

BACKGROUND. The Financial Summary for May 2016 (the eleventh period of Fiscal Year 2016) is summarized by the following documents:

- **Graphic Comparison – Actual Operating Revenue & Actual Operating Expense**
- **Airport District Operating Statistics & Financial Performance**
- **Sources / Uses of Cash**
- **Capital Expenditures**

SUMMARY. In May, operating revenues were lower than plan by \$26.7K (-4%) for commercial aeronautical fees, terminal rents, rental car concessions, TNC permits & trip fees, GA landing fees, fuel flowage fees, light GA rents, non-aviation rents and interest on investments.

In May, general aviation operating revenues (\$153.2K) were 0.5% higher than April (\$152.5K), 9.0% higher than March (\$140.5K). FYTD general aviation revenues are \$26.3K higher than budget. General Aviation revenue improvement is from landing fees (\$45.2K) offset by lower than budgeted fuel flowage fees (-\$19.8K).

Combined TCP permits, taxi permits & TNC trip fees, terminal concessions, rental car and parking concessions were slightly above plan for May (\$7.0K) and FYTD 2016 (\$15.9K). Uber percentage of Trip Fees continues to increase as Taxi Operator Trip Fees decrease.

In May, there were seven (7) cancelled commercial flights which is an improvement over the eleven (11) cancelled flights in April. This improvement in cancellations and an increase in American Airlines commercial flights aircraft size continued to improve commercial aeronautical fees to be above plan for May.

Fiscal year-to-date operating revenue is \$23.4K (3%) above plan for May 2016. The favorable revenue variance is due to improved rental car concessions, terminal concessions, GA landing fees and one-time film product permit fee for use of the terminal.

OPERATING REVENUE							
MAY 2016 ACTUAL	MAY 2016 PLAN	VARIANCE		FYTD 2016 ACTUAL	FYTD 2016 PLAN	VARIANCE	
		\$	%			\$	%
\$ 711,618	\$ 688,207	\$ 23,411	3%	\$ 7,872,428	\$ 7,733,589	\$ 138,839	2%

May operating expenses are below plan by \$20.4 (-5%). Reductions in planned labor expenses and constrained spending by management were responsible for the favorable variance. FYTD operating expenses are below plan by 5% or \$332.7K; some of this favorable variance will be erode as the fiscal year progresses. Specifically, unbudgeted repairs to the airport firehouse sewage pump station, temporary rental shower and lavatory facilities and computer purchases will be recognized in June of FY 2016.

OPERATING EXPENSE							
MAY 2016 ACTUAL	MAY 2016 PLAN	VARIANCE		FYTD 2016 ACTUAL	FYTD 2016 PLAN	VARIANCE	
		\$	%			\$	%
\$ 614,623	\$ 634,989	\$ 20,366	-3%	\$ 6,981,309	\$ 7,314,027	\$ 332,718	-5%

Net income for May is 82% (\$43.8K) above plan and May FYTD net income is 112% (\$471.6K) above plan.

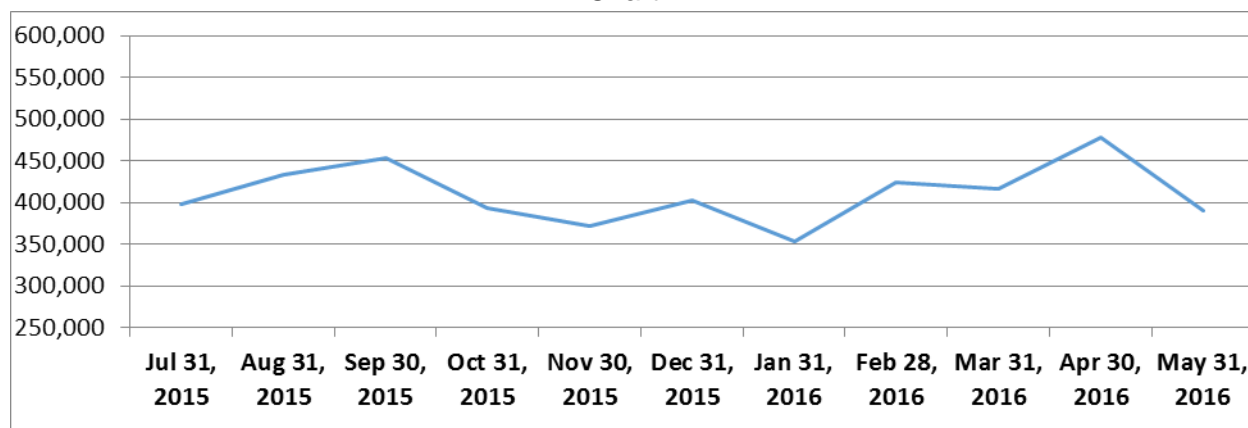
OPERATING INCOME / (LOSS)							
MAY 2016 ACTUAL	MAY 2016 PLAN	VARIANCE		FYTD 2016 ACTUAL	FYTD 2016 PLAN	VARIANCE	
		\$	%			\$	%
\$ 96,995	\$ 53,218	\$ 43,777	82%	\$ 891,119	\$ 419,562	\$ 471,557	112%

The net operating cash position for May is a positive \$69.9K; FYTD net change was a positive \$1.46M. Nearly one million of the unrestricted cash improvement is a FAA reimbursement and has been moved into the District's investments. The remaining \$464K in unrestricted cash improvement is from improved revenues and expense management.

ACCOUNTS RECEIVABLE. The accounts receivable balance on May 31, 2016, is \$390.6K. This balance is 18.4% lower than the balance on April 30, 2016 and 24.0% lower than the balance on June 30, 2015.

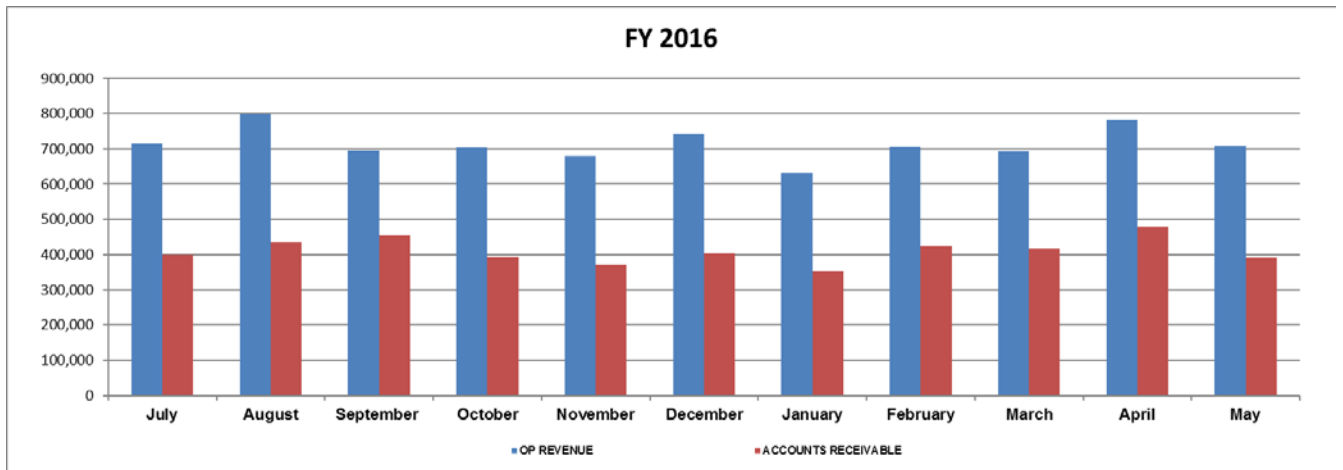
Of the accounts receivable balance, \$24.7K or 6.3% was over 60 days old. Chart 1 below depicts the accounts receivable balances by month for FY 2016. Majority of the over 60 day balance consists of one invoice from American Airlines (\$13.2K) and Allegiant Air (\$5.4K).

Chart 1



Under normal circumstances, the balance of accounts receivable at month-end will align with operating revenues in that month, such as landing fees, fuel flowage fees, concession-based revenues, passenger facility charges (PFC). Typically, accounts receivable balances will span a range from \$350,000 to \$550,000, depending on the District's business activities and cycles. We have a cyclic high in August/September; a cyclic low in December/January. Compared to April, May's operating revenue decreased 9.4%; compared to March, April's operating revenue increased 12.9%. Chart 2 graphically presents the monthly comparison of operating revenues to accounts receivable.

Chart 2



UNRESTRICTED CASH AND INVESTMENTS. The unrestricted cash and investments balance on May 31, 2016 is \$3,275,977 and the unrestricted cash and investments balance on April 30, 2016 is \$3,273,191.

Chart 3 graphically presents the monthly balances of investments.

Chart 3

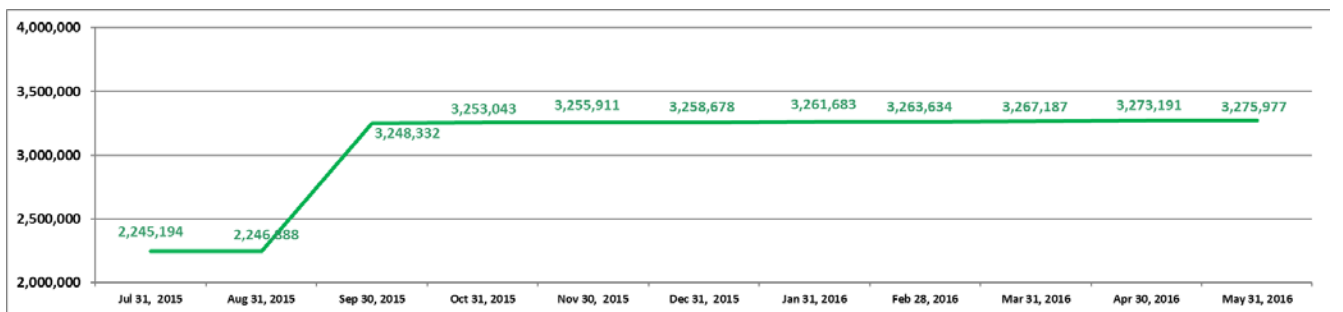
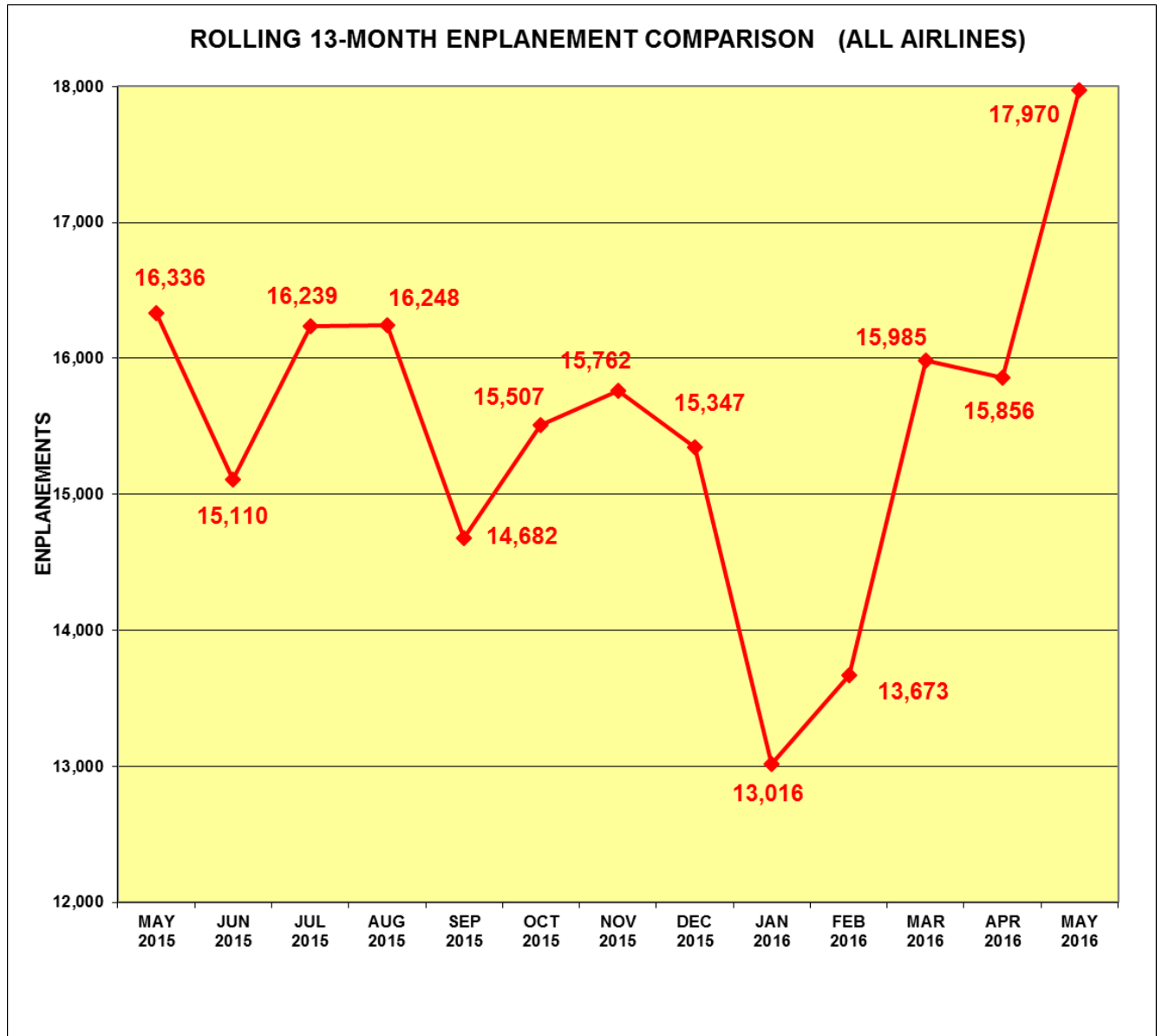
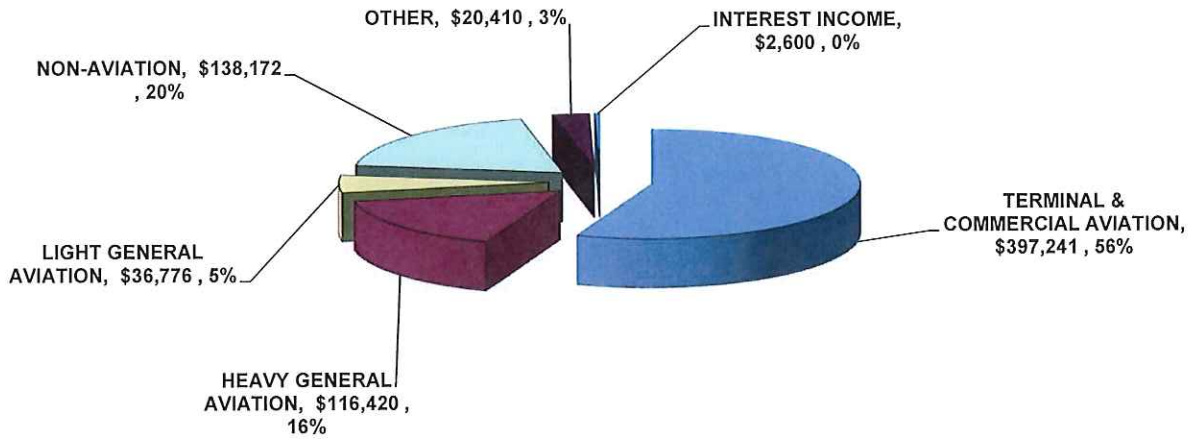


Chart 4 presents a rolling 13-month display of total enplanements which mimics the business cycle of the District. When compared to April 2016, May 2016 enplanements increased 13.3%. When compared to May 2015, May 2016 enplanements increased 10.0%.

Chart 4

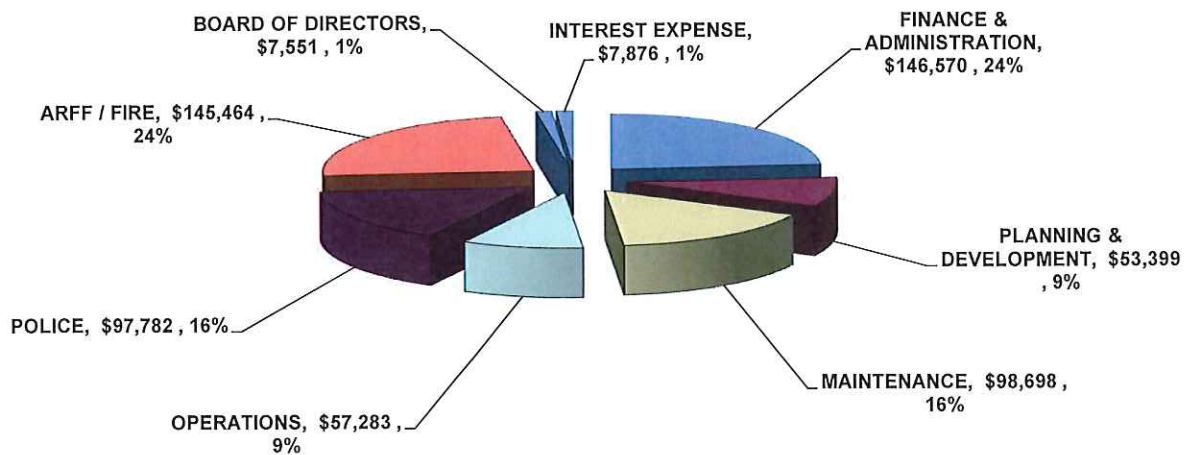


MAY 2016 OPERATING REVENUE



TOTAL OPERATING REVENUE: \$711,618

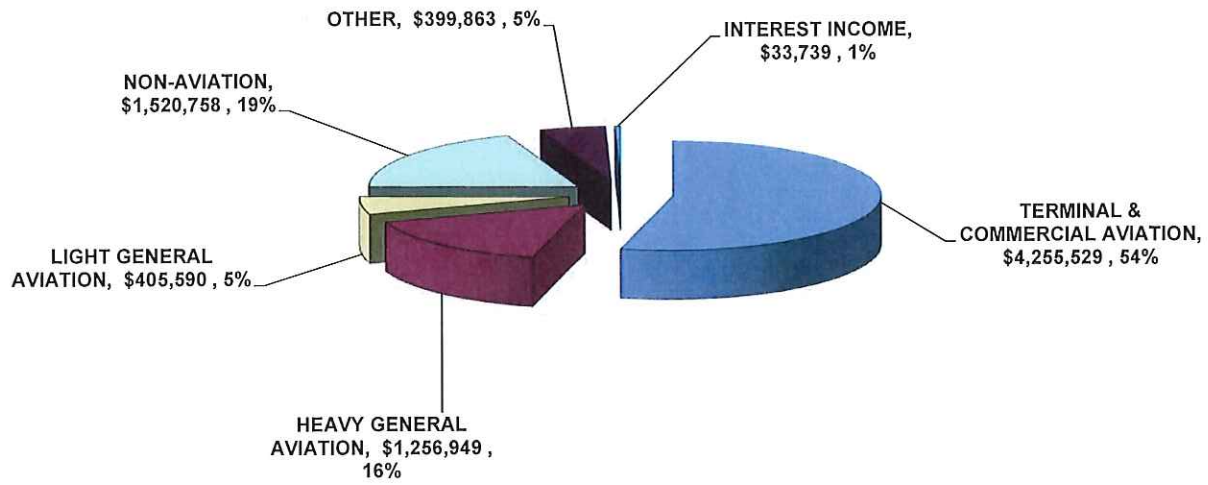
MAY 2016 OPERATING EXPENSE



TOTAL OPERATING EXPENSE: \$614,623

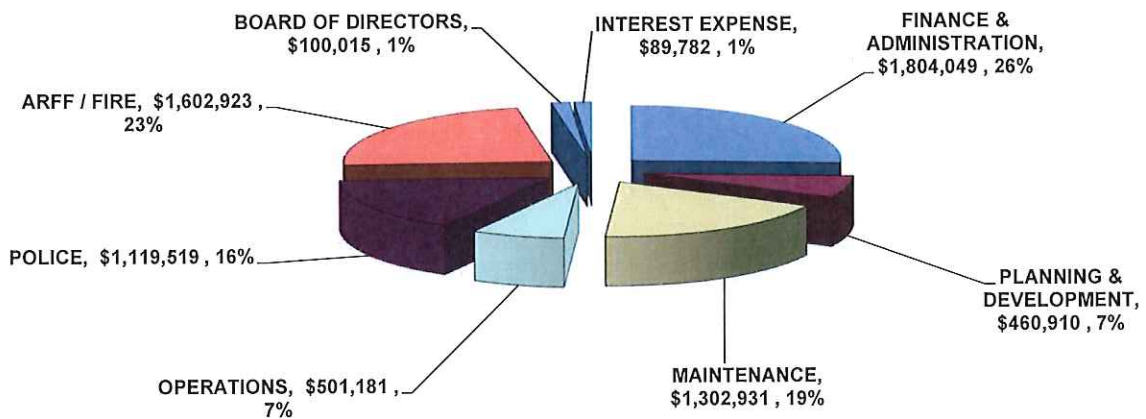
Monterey Peninsula Airport District

FY 2016 (July 15 - May 16) YTD OPERATING REVENUE



TOTAL OPERATING REVENUE: \$7,872,428

FY 2016 (July 15 - May 16) YTD OPERATING EXPENSE



TOTAL OPERATING EXPENSE: \$6,981,309

AIRPORT DISTRICT OPERATING AND FINANCIAL PERFORMANCE SUMMARY

May 31, 2016

OPERATING STATISTICS	MAY 16			MAY 15			YTD FY 16			YTD FY 15		
AIRPORT ACTIVITY												
Air Carrier Landings ¹		375	348	8%	346		3,601	3,882	-7%		4,151	
Passengers (emp/dep)		35,780			32,180		339,803				334,649	
Total Cargo (in pounds)		90,159			86,826		991,964				954,479	
AIRCRAFT OPERATIONS												
Commercial		1,280			1,104		13,500				12,549	
General Aviation		5,866			3,842		50,769				36,143	
Military		450			273		4,200				2,653	
TOTAL AIRCRAFT OPERATIONS		7,596			5,219		68,469				51,345	
VEHICLE EXIT COUNT												
Upper Short Term (1) Lot		2,306			2,096		23,421				23,041	
Long Term (2) Lot		2,349			2,157		23,302				23,907	
Lower Short Term (3) Lot		6,503			6,426		69,914				69,311	
TOTAL VEHICLE EXIT COUNT		11,158			10,679		116,637				116,259	

¹ Cancelled Flights: May = 7 (1 - Alaska / 0 - Allegiant / 0 - American / 5 - United); FYTD = 230 (19 - Alaska / 0 - Allegiant / 53 - American / 158- United)

FINANCIAL INFORMATION	MAY 16			MAY 15			YTD FY 16			YTD FY 15		
	ACTUAL	BUDGET	%	ACTUAL	ACTUAL	BUDGET	%	ACTUAL				
OPERATING REVENUE												
TERMINAL												
CA Landing, Apron & RON Fees	58,548	58,495	0%	59,225	650,632	657,920	-1%	517,358				
Rents	138,421	140,649	-2%	144,453	1,550,177	1,548,733	0%	1,275,345				
TCP Operator Permits	633	730	-13%	850	7,827	8,375	-7%	7,010				
Taxi Operator Permits & Trip Fees	9,739	15,024	-35%	13,718	127,288	146,856	-13%	121,068				
TNC Permits & Trip Fees	5,925	-	100%	-	32,833	-	100%	-				
Concessions	11,296	10,839	4%	10,442	149,238	138,536	8%	117,360				
Rental Car	97,351	96,321	1%	86,591	1,005,543	989,291	2%	803,854				
Parking	75,328	70,371	7%	69,323	731,992	755,726	-3%	607,200				
HEAVY GENERAL AVIATION												
GA Landing Fees	31,872	27,149	17%	24,313	337,715	292,462	15%	240,568				
FBO Rent	56,266	56,251	0%	54,925	618,786	618,761	0%	494,325				
Fuel Fees	28,282	24,795	14%	20,578	300,449	320,279	-6%	236,655				
LIGHT GENERAL AVIATION												
	36,776	36,713	0%	35,474	405,590	404,743	0%	325,284				
NON AVIATION												
	138,172	133,460	4%	134,949	1,520,758	1,477,986	3%	1,223,713				
OTHER OPERATING REVENUE												
	20,410	14,465	41%	80,766	399,863	340,546	17%	236,315				
INTEREST INCOME												
	2,600	2,945	-12%	2,699	33,739	33,375	1%	28,481				
TOTAL OPERATING REVENUE	\$ 711,618	\$ 688,207	3%	\$ 738,306	\$ 7,872,428	\$ 7,733,589	2%	\$ 6,234,538				
OPERATING EXPENSE												
Finance & Administration	146,570	161,114	-9%	155,115	1,804,049	1,907,343	-5%	1,543,874				
Planning & Development	53,399	38,432	39%	35,252	460,910	481,504	-4%	278,690				
Maintenance & Custodial Services	98,698	104,175	-5%	93,425	1,302,931	1,315,805	-1%	990,611				
Airport Operations	57,283	45,574	26%	45,858	501,181	518,520	-3%	366,918				
Police Department	97,782	118,789	-18%	79,130	1,119,519	1,262,746	-11%	919,151				
ARFF /Fire Services	145,464	145,811	0%	151,000	1,602,923	1,627,698	-2%	1,320,847				
Board of Directors	7,551	13,218	-43%	8,330	100,015	110,629	-10%	161,136				
Interest Expense	7,876	7,876	0%	8,906	89,782	89,782	0%	83,149				
TOTAL OPERATING EXPENSE	\$ 614,623	\$ 634,989	-3%	\$ 577,017	\$ 6,981,309	\$ 7,314,027	-5%	\$ 5,664,376				
OPERATING INCOME / (LOSS)	\$ 96,995	\$ 53,218	82%	\$ 161,289	\$ 891,119	\$ 419,562	112%	\$ 570,161				
DISTRICT CAPITAL EXPENDITURES												
	\$ 3,504	\$ -	0.0%	\$ 120,369	\$ (785,594)	\$ 221,500	-454.7%	\$ 157,916				
DEBT SERVICE - PRINCIPAL ONLY												
	\$ 24,833			\$ 23,000	\$ 267,167			\$ 251,000				

MONTEREY PENINSULA AIRPORT DISTRICT

	FY 2016 MAY 2016 ACTUAL	FY 2016 YEAR-TO-DATE ACTUAL
SOURCES AND USES OF CASH -- OPERATIONS		
SOURCES OF CASH		
CASH RECEIVED - OPERATING REVENUE	\$ 709,018	\$ 7,838,689
CASH RECEIVED - INTEREST INCOME	2,600	33,739
CASH RECEIVED	<u>\$ 711,618</u>	<u>\$ 7,872,428</u>
USES OF CASH -- OPERATIONS		
CASH DISBURSED - OPERATING EXPENSE ¹	\$ 606,476	\$ 6,889,514
CASH DISBURSED - DEBT SERVICE (BOND INTEREST EXPENSE) ²	7,876	89,782
CASH DISBURSED - DEBT SERVICE (PRINCIPAL REDUCTION) ²	23,833	214,500
CASH DISBURSED	<u>\$ 638,185</u>	<u>\$ 7,193,796</u>
CHANGE IN CASH POSITION FROM OPERATIONS & DEBT SERVICE	<u>\$ 73,433</u>	<u>\$ 678,632</u>
 ¹ Net of non-cash operating expense (OPEB)		
² Moved to Restricted Account/Disbursement will occur in December 2015 & June 2016		
USES OF CASH -- CAPITAL PROGRAM		
CASH DISBURSED - DISTRICT CAPITAL PROJECTS ³	\$ 3,504	\$ (785,594)
CASH DISBURSED	<u>\$ 3,504</u>	<u>\$ (785,594)</u>
CHANGE IN CASH POSITION FROM CAPITAL PROGRAM	<u>\$ (3,504)</u>	<u>\$ 785,594</u>
 ³ District-funded capital plan for FY16		
CHANGE IN CASH POSITION FROM OPERATIONS, CAPITAL & DEBT SERVICE	<u>\$ 69,929</u>	<u>\$ 1,464,226</u>

Monterey Peninsula Airport District
Airport Capital Improvements / Capital Expenditures
May 31, 2016

Airport Improvement Programs	Actual FY 2016		Prior Fiscal Year		Actual FY 2016		Prior Fiscal Year	
	Current Period		Current Period		Year-To-Date		Year-To-Date	
MPAD Expenditures	(14,804.39)	-97.0%	0.00	0.0%	(870,496.49)	-5.6%	0.00	0.0%
AIP -- FAA Funded Expenditures	29,105.00	190.7%	1,427,963.29	95.0%	15,375,350.44	99.3%	24,276,726.92	94.9%
AIP -- PFC Funded Expenditures	965.01	6.3%	75,701.45	5.0%	985,001.40	6.4%	1,299,390.73	5.1%
Total Capital Improvement Expenditures	15,265.62	100%	1,503,664.74	100%	15,489,855.35	100%	25,576,117.65	100%

**

Capital Acquisitions / Expenditures By Department

	Actual FY 2016		Prior Fiscal Year		Actual FY 2016		Prior Fiscal Year	
	Current Period		Current Period		Year-To-Date		Year-To-Date	
Finance & Administration	0.00		81,225.36		0.00		81,225.36	
Planning & Development	0.00		0.00		0.00		0.00	
Maintenance & Custodial Services	18,308.64		39,144.10		84,902.47	100.0%	39,144.10	
Airport Operations	0.00		0.00		0.00		0.00	
Police	0.00		0.00		0.00		37,546.21	100%
ARFF / Fire	0.00		0.00		0.00		0.00	
Total Capital Acquisition Expenditures	18,308.64	0%	120,369.46	0%	84,902.47	100%	157,915.67	100%

Consolidated

	Actual FY 2016		Prior Fiscal Year		Actual FY 2016		Prior Fiscal Year	
	Current Period		Current Period		Year-To-Date		Year-To-Date	
District Expenditures	3,504.25	10.4%	120,369.46	7.4%	(785,594.02)	-5.0%	157,915.67	0.6%
AIP -- FAA Funded Expenditures	29,105.00	86.7%	1,427,963.29	87.9%	15,375,350.44	98.7%	24,276,726.92	94.3%
AIP -- PFC Funded Expenditures	965.01	2.9%	75,701.45	4.7%	985,001.40	6.3%	1,299,390.73	5.0%
Total Capital Expenditures	33,574.26	100%	1,624,034.20	100%	15,574,757.82	100%	25,734,033.32	100%

FY 2016 District Capital Expenses:

2012-01 RSA - Construction - Phase 1	0.00				(964,992.44)		
2013-02 Airport Master Plan	0.00				86,708.98		
2015-03 Infield Safety Area Rehab - A	1,108.00				4,896.36		
2016-02 Solar Panel Array	2,396.25				2,396.25		
2016-03 Pick-Up Truck - Maintenance	0.00				38,195.82		capitalized 11/30/15
2016-04 Pick-Up Truck - Maintenance	0.00				28,398.01		capitalized 7/31/15
2016-05 GEM EL XD Electric Cart	0.00				18,803.00		capitalized 5/1/15
	3,504.25	*			(785,594.02)	*	

AGENDA ITEM: G
DATE: July 13, 2016

TO: Michael La Pier, Executive Director
FROM: Chris Morello, Planning & Development
DATE: July 1, 2016
SUBJ: Planning & Development Monthly Project Report

Attached is the current monthly Project Report for the Planning and Development Department. Highlights for June 2016 include:

- Work directed toward implementation of the Runway Safety Area (RSA) Project accomplished during the reporting period, including:
 - On-going RSA environmental mitigation (implementation of the Habitat Conservation & Enhancement Plan--HCEP).
 - Final Engineering Report and As-Built drawings have been submitted and are under review by FAA.
 - SWPPP Notice of Termination for the RSA construction permit has been filed with the State Water Board.
- Work directed toward the Airport Master Plan (AMP), including:
 - Final draft ALP has been submitted to the FAA to begin the review process.
- Work directed toward the Infields Rehabilitation Project, including:
 - The draft Environmental Assessment for the project is under FAA review. Initial Study review under CEQA will begin in June.
- RFQ for Consulting Services for the Preparation, Assessment, and Implementation of a Solar Photovoltaic (PV) Electric Generating System.
 - A draft contract will be provided at the July 13, 2016 meeting that will implement process steps needed for potential installation of a Solar Array.
- Grant award from the FAA was received and executed to purchase the Airfield Sweeper as contract was approved at the May BOD meeting.
- Negotiations were completed for the consultant selection for the Environmental Assessment on the Proposed Airport Safety Enhance Project and Environmental Impact Report for the Proposed Master Plan. FAA concurred that the negotiated fee is fair and reasonable.
 - A grant application based on the negotiated fee with Coffman Associates, Inc. has been submitted to the FAA. A draft contract is provided for BOD review and acceptance at this July 13, 2016 meeting.

FUNDING			BUDGETING				EXPENDITURES				STATUS			
PROJECT #	AIP #	PFC	Prior FY Budget	FY 2016 Budget	Post FY Budget	Total Project Budget	Spent in Prior Fiscal Years	FY 2016 Expenditures to Date	6/30/2016	% Physical Complete	Project Name	Current Status	4 Week Look Ahead	
ACTIVE FEDERALLY-FUNDED PROJECTS:														
1	2012-01 and 2014-01	58, 61	10-15-C-00-MRY 11-17-C-00-MRY 13-18-C-00-MRY 14-19-C-00-MRY	\$31,973,875	\$19,104,934	\$0	\$51,078,808	\$31,973,875	\$18,696,087	\$50,669,961	99%	RSA Runway 10R/28L - Construction; Phase 1 and 2	Project construction is complete.	Completion of reports required for FAA funding is underway for the close out of actual construction and the first RSA grant. On-going environmental mitigation will continue during the reporting period and thereafter.
2	2013-02	59	13-18-C-00-MRY	\$842,341	\$252,639	\$0	\$1,094,980	\$842,341	\$324,117	\$1,166,458	98%	Airport Master Plan	The Initial Study for CEQA compliance has been completed. Airport has filed a pre-application with the FAA for funding of a NEPA Environmental Assessment in FY 16.	The initial phase of the AMP efforts is completed until a FAA grant is received for the NEPA EA.
3	2015-03	62	Unk.	\$0	\$825,000	\$269,980	\$1,094,980	\$0	\$156,044	\$156,044	65%	Airport Infield Safety Area Rehabilitation-Part A	The NEPA Environmental Assessment (EA) is underway; administrative drafts of 1st two chapters are being reviewed by Airport Staff.	Initial administrative draft assessment is currently under FAA review.
OTHER GRANT FUNDED PROJECTS:														
4	N/A	N/A	N/A	\$0	\$30,000	\$0	\$30,000	\$0	\$14,500	\$14,500	100%	Wells Assessment Project-Options Analysis	Options Analysis finalized by Allterra Environmental, Inc.	Continued discussions with MPWMD on well water resources
ACTIVE DISTRICT-FUNDED PROJECTS:														
5	N/A	N/A	N/A	\$96,175	\$2,825	\$0	\$99,000	\$96,175	\$0	\$96,175	n/a	FWSS Mitigation Land Restoration	Preparation and planting is complete at the off-airport site.	Monitoring will continue through FY 2017.
6	2016-02	N/A	N/A	\$0	\$152,000	\$0	\$152,000	\$0		\$2,678		Evaluation and Installation of Solar Array	RFQ process is completed. Biological Survey is completed.	Execute contract with OpTerra for solar array evaluation and documentation.



**California Special
Districts Association**
Districts Stronger Together

RECEIVED

JUN 06 2016

MONTEREY PENINSULA
AIRPORT DISTRICT

CALIFORNIA SPECIAL DISTRICTS ASSOCIATION

2016 BOARD ELECTIONS

MAIL BALLOT INFORMATION

Dear Member:

A mail ballot has been enclosed for your district's use in voting to elect a representative to the CSDA Board of Directors in your Network for Seat B.

Each of CSDA's six (6) networks has three seats on the Board. Each of the candidates is either a board member or management-level employee of a member district located in your network. Each Regular Member (district) in good standing shall be entitled to vote for one (1) director to represent its network.

We have enclosed the candidate information for each candidate who submitted one. Please vote for **only one** candidate to represent your network in Seat B and be sure to sign, date and fill in your member district information. If any part of the ballot is not complete, the ballot will not be valid and will not be counted.

Please utilize the enclosed return envelope to return the completed ballot. Ballots must be received at the CSDA office at 1112 I Street, Suite 200, Sacramento, CA 95814 by **5:00pm on Friday, August 5, 2016.**

If you do not use the enclosed envelope, please mail in your ballot to:

California Special Districts Association
Attn: 2016 Board Elections
1112 I Street, Suite 200
Sacramento, CA 95814

Please contact Charlotte Lowe toll-free at 877.924.CSDA or charlottel@csla.net with any questions.



**California Special
Districts Association**
Districts Stronger Together

2016 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: Jeff Hodge

District/Company: Santa Ynez Community Services District

Title: General Manager

Elected/Appointed/Staff: Staff

Length of Service with District: 2.5 years

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

None

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

Association of California Water Agencies (ACWA), California Association of Sanitation Agencies (CASA).

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

None

4. List civic organization involvement:

None

****Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after June 2, 2016 will not be included with the ballot.**

Jeff is currently the General Manager of the Santa Ynez Community Services District.

Jeff has a Bachelor of Arts degree in Political Science and a Master's degree in Business Administration.

He has over 20 years' experience managing Special Districts in Colorado, Arizona and California. He has managed special districts that provided Fire, Police, Water, Sewer, Trash, Cemetery, Roads, Street Lights, Parks and Recreation, and Drainage.

Jeff has a California Grade IV Wastewater Plant Operator certification and the highest Wastewater treatment certification level in Colorado and Arizona, He also holds certification in Water Treatment and Water Distribution in Arizona. He was elected to a Fire District Board and Park and Recreation District Board for four years.

Jeff was instrumental in helping form a Park and Recreation District in Southern Colorado.

He was appointed to an airport advisory board in Colorado and Arizona and is a two time past president of different local Rotary Clubs.

He has experience in writing, introducing and shepherding legislation for Special Districts, permitting and constructing new water and wastewater facilities and upgrading existing facilities.

Jeff is married to Christine and has two daughters and one granddaughter.

Jeff enjoys flying, sailing, kayaking and exploring all the great things California and the world has to offer.

Jeff Hodge



California Special Districts Association
Districts Stronger Together

2016 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information MUST accompany your nomination form and Resolution/minute order:

Name: Sharon Rose

District/Company: Goleta Sanitary

Title: Board President

Elected/Appointed/Staff: Elected

Length of Service with District: 4 years

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

Attend local chapter meetings

Attended first governance academy

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

GSMDL - Golden State Manufactured Homeowners League

CA Dept. of Health -

4. ^{CIVIC} List local government involvement (such as LAFCo, Association of Governments, etc.):

SCAMP - Vice President (So. Coast Alliance Mobile Home Park Resident)

Member: The Goleta Coalition, CSDA - Local Chapter

University Park Homeowners Association (President)

3. ^{govt} List civic organization involvement:

Goleta Sanitary Board member (President)

Retired: Santa Barbara Co. Alcohol & Drug Program Prevention Manager

**Candidate Statement -- Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after June 2, 2016 will not be included with the ballot.

Dear CSDA Members:

My name is Sharon Rose. I have served as an elected board member of Goleta Sanitary District for three and a half years. I have also served actively in two statewide associations engaged in passing legislation: The Golden State Manufactured Home Owners League and The CA Tobacco Control Program.

My professional experience includes: government and non-profit management, private industry news media and raising a family.

After years in public service in the High Sierras, I moved to the Central Coast 11 years ago. I feel my skills will help CSDA meet their organizational needs, both in Sacramento and at the chapter level.

Local government is the strongest branch of our democracy. It's where "we the people" know each other personally and get things done. As a former county official who served in rural and urban areas, I learned the value of finding common goals, innovation and vision. Good governance exists in the smallest and largest places. It builds trust; which in turn builds healthy, resilient communities.

With politics as our backdrop, we know the wind changes. What's important to me is when change occurs, good people remain who are dedicated to working together—regardless of alliance. I know we all share a common goal of protecting California's quality of life—economically, socially and environmentally.

The drought crisis, coupled with energy and economic challenges, teach the future calls for innovation and collaboration.

My toolkit includes a willingness to serve, an open mind, creativity, collaborative decision-making and networking, communications and fundraising skills, a sense of humor, the ability to listen, a willingness to study the issues, ability to borrow and share ideas, and the ability to compromise.

Thank you. I respectfully request your vote to the CSDA board.

Sharon Rose

Goleta, California



California Special
Districts Association
Districts Stronger Together

2016 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: Anthony Kalvans
 District/Company: San Miguel Community Services District
 Title: Director
 Elected/Appointed/Staff: Elected
 Length of Service with District: 3 years

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

only in county chapter

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

NO

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

VP San Miguel Advisory Council, VP
SLO county chapter CSDA, citizens transportation advise
and water resources advisory committee

4. List civic organization involvement:

vice president San Miguel Lions Club,

****Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after June 2, 2016 will not be included with the ballot.

TO: Michael La Pier, Executive Director
FROM: Chris Morello, Planning & Development
DATE: July 1, 2016
SUBJ: Resolution No. 1666, A Resolution Authorizing and Approving a Professional Service Agreement with OpTerra Energy Services Inc., for preparation and assessment of an up-to three-acre solar photovoltaic (PV) electric generating system.

BACKGROUND. The Monterey Regional Airport (Airport) was included in an Airport Cooperative Research Program (ACRP) study *141 Renewable Energy as an Airport Revenue Source* which was published in July 2015. The report indicated that it appeared feasible for the Airport to install an up-to three acre solar PV system and receive a net savings in electric costs a few years after installation.

On March 24, 2016, the Airport solicited for a Request for Qualifications (RFQ) for the assessment and analysis of implementing an up-to three acre solar photovoltaic (PV) electric generating system. The RFQ closed on April 27, 2016 at 1:00 p.m. and four (4) proposals were received by the District in response to the RFQ.

1) Ameresco, Inc. 135. S. State College Blvd. Suite 265 Brea, CA 92821	2) Borrego Solar Systems, Inc. 360 22nd Street Suite 600 Oakland, CA 94612
3) OpTerra Energy Services, Inc. 4020 Moorpark Avenue Suite 100 San Jose, CA 95117	4) Stronghold Engineering 2000 Market Street Riverside, CA 92501

A review panel evaluated the proposals using defined scoring criteria. Subsequent to individual review, the panel met and discussed the qualifications of all four firms, as provided in the response documents.

The review panel's united recommendation was that OpTerra Energy Services, Inc. was the lead choice company for several reasons, including:

- Experience on FAA airport solar projects within the Monterey region;
- Personnel are very experienced and worked on solar projects within the region;
- OpTerra met all the minimum requirements, as outlined in the RFQ (only one other firm met all the minimum requirements);
- The response submittal provided a clear and concise proposal that met the needs of the airport;
- The proposal provided a completed Glare Study example; and
- The Fee Proposal/Schedule is clear and cost effective for the size of the solar project the airport outlined. OpTerra is a design/build energy service, and as such provided a flat fee of \$20,000 for development and design.
 - o The flat fee would be rolled into a construction contract should the Airport

- move into the construction phase with OpTerra.
- Should the Airport move in a different direction or implement construction with another firm, only then will the \$20,000 for the assessment work be billed for service.

The final work product will include plans and specifications for the installation, if feasible, of an up-to three acre solar PV system. Prior to the Airport entering into a contractual agreement for the final phase of project implementation/installation, an agreed upon scope of work and project pricing will require separate Board approval.

Accordingly, staff has negotiated a proposed professional services agreement with OpTerra Energy Services, Inc. to conduct the assessment/analysis of the potential installation of a solar PV electric generating system, as presented for approval today.

SCOPE OF WORK. The assessment and analysis is intended to determine the feasibility of installing a solar photovoltaic (PV) electric generating system.

The contract includes:

- Completion of the FAA Airport Solar and California Government Code Section 4217.10, et seq. requirements.
- Assistance with environmental studies (CEQA and NEPA), assessments, and reports.
- Facilitating all associated solar/PV requirements and regulations, including initiating discussions with regulatory agencies.

SOURCE OF FUNDS. The project is fully funded by the MPAD and included in the Capital Improvement Plan.

IMPACT ON REVENUES. The assessment/analysis, itself, will not have an immediate impact on District revenues. However, in the event the Airport does not install the solar PV system or chooses to implement construction with another firm, only then will the \$20,000 for the assessment work be billed for service.

SCHEDULE. The Consultants will begin the assessment/analysis immediately after receiving a Notice to Proceed (NTP) from the Airport.

IMPACT ON OPERATIONS. None.

RECOMMENDATION. That the Board adopt Resolution No. 1666, Authorizing and Approving a Professional Service Agreement with OpTerra Energy Services Inc., for preparation and assessment of an up-to three-acre solar photovoltaic (PV) electric generating system.

RESOLUTION NO. 1666

A RESOLUTION AUTHORIZING AND APPROVING A PROFESSION SERVICE AGREEMENT WITH OPTERRA ENERGY SERVICES INC., FOR PREPARATION AND ASSESSMENT OF AN UP-TO THREE-ACRE SOLAR PHOTOVOLTAIC (PV) ELECTRIC GENERATING SYSTEM

WHEREAS, On March 24, 2016 The Monterey Regional Airport (Airport) solicited submission of a statement of qualifications ("Statement of Qualifications") from highly qualified and experienced individuals, firms, partnerships, corporations, associations, or professional organizations for preparation, assessment and implementation of an up-to three-acre solar photovoltaic (PV) electric generating system; and

WHEREAS, On April 27, 2016 at 1:00 p.m. four (4) proposals were received in response to the Request for Proposals (RFQ) for the assessment/analysis of a PV array; and

WHEREAS, A review panel evaluated the proposals using defined scoring criteria; and

WHEREAS, OpTerra Energy Services, Inc. was the lead choice to conduct the assessment/analysis; and

WHEREAS, Staff has negotiated a draft Professional Services Agreement with OpTerra Energy Services Inc. to conduct the assessment/analysis; and

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT THAT: that the proposed contract agreement between the MPAD and OpTerra Energy Services Inc. is hereby approved;

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 13th day of July, 2016 by the following roll call vote:

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

Signed this 13th day of July 2016

Mary Ann Leffel, Board Chair

ATTEST

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

PROGRAM DEVELOPMENT AGREEMENT

This PROGRAM DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of this _____ () day of June 2016 ("Effective Date"), between OpTerra Energy Services, Inc. ("OpTerra Energy Services"), having its principal offices at 500 Twelfth Street, Suite 300, Oakland, CA 94607, and Monterey Peninsula Airport District, a California Special District with offices located at 200 Fred Kane Drive #200, Monterey, CA 93940 ("MRY" and together with OpTerra Energy Services the "Parties" and each of MRYP and OpTerra Energy Services a "Party").

WHEREAS, OpTerra Energy Services is an energy services and solutions company with the technical and management capabilities and experience to perform an integrated energy development and design assessment as outlined in OpTerra Energy Services' April 27, 2016 response to MRYP's Request for Qualifications (an "Assessment") and to identify supply-side and/or demand-side energy conservation measures ("ECMs");

WHEREAS, MRYP desires to enter into an agreement to have OpTerra Energy Services perform an Assessment in accordance with the scope of work set forth in Attachment A (the "Scope of Work") and in OpTerra Energy Services' April 27, 2016 response to MRYP's Request for Qualifications ("RFQ") for the sites listed on Part I of Attachment B (the "Sites"), and to deliver recommendations, described in the Scope of Work and RFQ, identifying energy improvements and operational changes to be installed or implemented at the Sites (the "Recommendations"); and

WHEREAS, the primary purpose of the Assessment, and the Recommendations is to provide an engineering and economic basis for the implementation of the ECMs identified in the Recommendations, in furtherance of which the Parties intend to negotiate and execute a contract providing for, among other things, engineering, procurement, installation, construction and training services (an "Energy Services Contract");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. ASSESSMENT AND RECOMMENDATIONS

OpTerra Energy Services agrees to complete the Assessment and to present Recommendations to MRYP within Sixty (60) calendar days after the date on which OpTerra Energy Services receives the information listed in Part I of Attachment A (the "Required Information"). MRYP agrees to deliver the Required Information to OpTerra Energy Services no later than Thirty (30) calendar days after the Effective Date of this Agreement.

MRYP agrees to assist OpTerra Energy Services in performing the Assessment by (i) providing OpTerra Energy Services with access to key decision makers and stakeholders of the Monterey Peninsula Airport District, (ii) providing OpTerra Energy Services its employees and agents, such access to the Sites and other relevant facilities of MRYP as OpTerra Energy Services deems necessary and (iii) providing, or causing MRYP's energy suppliers to provide, complete and accurate data concerning energy usage and costs related to the Sites and other relevant facilities. OpTerra Energy Services will be entitled to rely upon the accuracy and completeness of all information provided to OpTerra Energy Services by MRYP and MRYP's energy suppliers. OpTerra Energy Services will promptly provide written notice to MRYP if OpTerra Energy Services determines there is any incorrect data included in the information provided by MRYP or MRYP's energy suppliers, but OpTerra Energy Services will have no obligation to correct or confirm any such information unless otherwise specified in the Scope of Work. Any change(s) in the Scope of Work will be set forth in a writing executed by the Parties.

OpTerra Energy Services' RFQ is attached to this Agreement as Attachment C and is incorporated by reference. Any conflicts between this Agreement and the RFQ shall be controlled by the RFQ.

2. COMPENSATION TO OPTERRA ENERGY SERVICES

MRYP will compensate OpTerra Energy Services for the Assessment and the Recommendations by payment to OpTerra Energy Services of a fee (the "Assessment Fee") in the amount of and not to exceed Twenty Thousand Dollars (\$20,000).

The Assessment Fee will be included in the construction contract should MRY enter into a construction contract with OpTerra Energy Services. In the event that MRY enters into a construction contract with a contractor other than OpTerra Energy Services, or if MRY decides to not construct the project, the Assessment Fee shall be due and payable thirty (30) calendar days after delivery of the final and completed Recommendations document to MRY.

Each of MRY and OpTerra Energy Services reserves the right to terminate this Agreement at any time during the course of the Assessment, by delivery of written notice to the other. If this Agreement is terminated by MRY, the Assessment Fee will be payable by MRY to OpTerra Energy Services within thirty (30) calendar days of termination. If this Agreement is terminated by OpTerra Energy Services, MRY will have no obligation to pay any portion of the Assessment Fee to OpTerra Energy Services. Should OpTerra Energy Services determine any time during the course of the Assessment that the projected savings from the energy improvements and/or operational changes will not support a paid-from-savings project, OpTerra Energy Services will terminate this Agreement.

3. INSURANCE

OpTerra Energy Services will maintain, or cause to be maintained, for the duration of this Agreement, the insurance coverage outlined in (A) through (F) below, and all such other insurance as required by applicable law. Evidence of coverage will be provided to MRY via an insurance certificate.

A. Workers' Compensation/Employers Liability for states in which OpTerra Energy Services is not a qualified self-insured. Limits as follows:

- * Workers' Compensation: Statutory
- * Employers Liability: Bodily Injury by accident \$1,000,000 each accident
Bodily Injury by disease \$1,000,000 each employee
Bodily Injury by disease \$1,000,000 policy limit

B. Commercial General Liability insurance with limits of:

- * \$2,000,000 each occurrence for Bodily Injury and Property Damage
- * \$4,000,000 General Aggregate - other than Products/Completed Operations
- * \$4,000,000 Products/Completed Operations Aggregate
- * \$2,000,000 Personal & Advertising Injury
- * \$ 100,000 Damage to premises rented to OpTerra Energy Services

Coverage to be written on an occurrence form. Coverage to be at least as broad as ISO form CG 0001 (04/13) or its equivalent forms, without endorsements that limit the policy terms with respect to: (1) provisions for severability of interest or (2) explosion, collapse, underground hazard.

C. Auto Liability insurance for owned, hired and non-owned vehicles with limits of \$1,000,000 per accident. Coverage to be written on an occurrence form.

D. Professional Liability insurance with limits of:

- * \$1,000,000 per occurrence
- * \$1,000,000 aggregate

Coverage to be written on a claims-made form.

E. Umbrella/Excess Liability Insurance. Limits as follows:

- * \$1,000,000 each occurrence
- * \$1,000,000 aggregate

Coverage terms and limits to apply excess of the per occurrence and/or aggregate limits provided for Commercial General Liability and Professional Liability written on a claims made form. Coverage terms and limits also to apply in excess of those required for Employers Liability and Auto Liability written on an occurrence form.

F. Policy Endorsements.

- * The insurance provided for Workers Compensation and Employers Liability above will contain waivers of subrogation rights against MRY, but only to the extent of the indemnity obligations contained in this Agreement.
- * The insurance provided for Commercial General Liability and Auto Liability above will:
 - (1) include MRY as an additional insured with respect to Work performed under this Agreement, but only to the extent of the indemnity obligations contained in this Agreement, and

- (2) provide that the insurance is primary coverage with respect to all insureds, but only to the extent of the indemnity obligations contained in this Agreement.

4. INDEPENDENT CONTRACTOR

OpTerra Energy Services, and the agents and employees of OpTerra Energy Services, its subcontractors and/or consultants, are acting in an independent capacity in the performance of this Agreement, and not as public officials, officers, employees, consultants, or agents of MRY or the Cities of Monterey, Pacific Grove, Del Monte Forest, Pebble Beach, Carmel-by-the-Sea, Carmel, Del Rey Oaks, Seaside, or Sand City for purposes of conflict of interest laws or any other applicable law. This Agreement may not be construed to represent the creation of an employer/employee or principal/agent relationship. OpTerra Energy Services will act in an independent capacity and retain sole discretion in the manner and means of carrying out its activities under this Agreement. OpTerra Energy Services is free to work for other entities while under contract with MRY.

5. ENERGY SERVICES CONTRACT

As it is the intent of MRY and OpTerra Energy Services to pursue cost effective energy retrofits and ECMs at the Sites pursuant to an Energy Services Contract, both Parties agree to enter into good faith negotiations of an Energy Services Contract immediately following completion of the Assessment. This Agreement does not obligate either Party to enter into such an Energy Services Contract.

6. WORK PRODUCT

MRY will not, by virtue of this Agreement, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the Assessment or the Recommendations. The Recommendations, and all data, proposals, plans, specifications, flow sheets, drawings, and other work product prepared or produced by OpTerra Energy Services hereunder ("Work Product") and furnished directly or indirectly, in writing or otherwise, to MRY under this Agreement will remain OpTerra Energy Services' property. Notwithstanding the ownership of the Work Product, MRY shall be entitled to use the Work Product as a basis for facility construction and/or implementation of ECMs developed herein by any entity at the sole discretion of MRY; provided, however, that any use of the Work Product by MRY or any third party will be at MRY's sole risk and without liability to OpTerra Energy Services, and MRY agrees to defend, indemnify and hold harmless, OpTerra Energy Services, its subcontractors, and their directors, employees, subcontractors, and agents from any and all actions, claims, demands, damages, disabilities, fines, penalties, losses, costs, expenses (including consultants' and attorneys' fees and other defense expenses) and liabilities of any nature (collectively, "Losses") associated with or resulting from such use..

7. LIMITATION OF LIABILITY

The liability of a defaulting Party, in connection with this Agreement or any analysis, report, recommendations, or other deliverables provided hereunder, will be limited to direct, actual damages. Neither Party shall be liable to the other Party for any special, indirect, incidental or consequential damages whatsoever, whether in contract, tort (including negligence) or strict liability, including, but not limited to, operational losses in the performance of business such as lost profits or revenues or any increase in operating expense. Additionally, each Party waives any claims for negligence against the other Party to the greatest extent permitted by law. Except for the indemnification obligation of MRY set forth in Section 6 above, in no event will either Party be liable to any other Party for any Losses which collectively exceed the amount of the Assessment Fee, regardless of whether such amounts arise out of breach of contract, guarantee or warranty, tort, product liability, contribution, strict liability or any other legal theory.

8. NONDISCRIMINATION; COMPLIANCE WITH LAWS

OpTerra Energy Services will comply with all applicable laws, rules, regulations and policies, including, but not limited to, those relating to nondiscrimination, accessibility and civil rights.

The Parties acknowledge and agree that OpTerra Energy Services is not a municipal advisor and cannot give advice to MRY with respect to municipal securities or municipal financial products absent MRY being represented by, and relying upon the advice of, an independent registered municipal advisor. OpTerra Energy Services is not subject to a fiduciary duty with regard to MRY or the provision of information to MRY. MRY will consult with an independent registered municipal advisor about the financing option(s) appropriate for MRY's situation.

OpTerra Energy Services cannot guarantee that MRY will receive funding from any energy efficiency rebate, incentive, and/or loan program(s) (collectively, "Incentive Funds"); OpTerra Energy Services expressly disclaims any

liability for MRY's failure to receive any portion of the Incentive Funds, and MRY acknowledges and agrees that OpTerra Energy Services will have no liability for any failure to receive all or any portion of the Incentive Funds.

9. FORCE MAJEURE

Neither Party will be considered to be in default in the performance of any material obligation under this Agreement (other than the obligation to make payments) when a failure of performance will be due to an event of Force Majeure. The term "Force Majeure" will mean any cause beyond the control of the affected Party and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which, despite using commercially reasonable efforts, it has been unable to overcome. Neither Party will be relieved of its obligation to perform if such failure is due to causes arising out of its own negligence or due to removable or remediable causes which it fails to remove or remedy within a reasonable time period. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of an event of Force Majeure will give prompt written notice of such fact to the other Party.

10. INTEGRATION; AMENDMENT; COUNTERPARTS

This Agreement and OpTerra Energy Services' RFQ constitutes the entire contract among the Parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement may not be amended except by a writing executed by both Parties. No oral amendment shall be enforceable, even if supported by new consideration. Except as otherwise provided herein, the terms and provisions of this Agreement will apply to, be binding upon, and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by email or fax shall be effective as delivery of a manually executed counterpart of this Agreement.

11. DISPUTE RESOLUTION; APPLICABLE LAW; VENUE; SEVERABILITY

If a dispute arises out of or relates to this Agreement, or the transaction contemplated by this Agreement (a "Dispute"), either Party may initiate the dispute resolution process set forth in this Section 11 by giving notice to the other Party. Senior executives for the Parties will meet, within thirty (30) calendar days after notice of the Dispute, in an attempt to resolve the Dispute and any other identified disputes or any unresolved issues that may lead to a dispute. If the senior executives are unable to resolve a Dispute or if a senior management conference is not held within the time provided herein, either Party may submit the Dispute to mediation.

If the Dispute is not settled by senior management conference, the Parties will endeavor to settle the Dispute by mediation under the Commercial Mediation Procedures of the American Arbitration Association ("AAA"). Mediation is a condition precedent to arbitration or the institution of legal or equitable proceedings by either Party. Once one Party files a request for mediation with the other Party and with the American Arbitration Association, the Parties agree to conclude the mediation within sixty (60) calendar days after filing the request. Either Party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person by the Party's representative to the other Party's representative and the mediator.

If the Dispute is not resolved by mediation within sixty (60) calendar days after the date of filing of the request for mediation, then the Dispute, including any and all questions of law or fact relating thereto, shall be resolved exclusively pursuant to the provisions for reference and trial by referee (without jury) set forth in California Code of Civil Procedure §638 et seq., as expressly modified by the provisions hereof ("Reference Proceeding"). The referee ("Referee") shall be a retired or former Superior Court judge residing in Monterey County, California, who is either (1) agreed to by the parties within fifteen (15) days of the notice by any party to the other of the intention to initiate a Reference Proceeding pursuant to this **Error! Reference source not found.** to resolve the Dispute, or (2) failing such agreement, is appointed pursuant to California Code of Civil Procedure §640 in an action filed in the Superior Court of Monterey County, California (the "Court"). The Parties agree that any Party may file with the Clerk of the Court, and/or with the appropriate judge of such Court, any and all petitions, motions, applications or other documents necessary to obtain the appointment of such a Referee immediately upon the commencement of any Reference Proceeding, and to conduct all necessary discovery and to proceed to a trial as expeditiously as possible. It is the Parties' intention, and the Parties and the Referee shall use their best efforts to be certain, that (a) discovery be conducted for a period no longer than six (6) months from the date ("Referee Date") the Referee is appointed (whether by stipulation or by the Court), excluding motions regarding discovery, and (b) trial be set on a date that is within nine (9) months of the Referee Date. All discovery motions shall be filed with the Referee and served upon the opposing Party no later than one week after the end of the six-month discovery period. All proceedings, including trial, before the Referee, shall be conducted at a

neutral location (unless otherwise stipulated by the Parties). The Parties agree that said Referee shall be a judge for all purposes (including (i) ruling on any and all discovery matters and motions and any and all pretrial or trial motions, (ii) setting a schedule of pretrial proceedings, and (iii) making any other orders or rulings a sitting judge of the Court would be empowered to make in any action or proceeding in the Court. Any matter before the Referee shall be governed by the substantive law of California, its Code of Civil Procedure, Rules of Court, and Evidence Code, except as otherwise specifically agreed by the Parties and approved by the Referee. The Parties intend this general reference agreement to be specifically enforceable in accordance with the California Code of Civil Procedure. Any appeal of the decisions of the Referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the Court. The Referee shall in his/her statement of decisions set forth his/her findings of fact and conclusions of law. During the pendency of any such Reference Proceeding and before the entry of any judgment therein, each of the Parties to such Reference Proceeding shall bear equal shares of the fees charged and costs incurred by the Referee in connection with performing the services provided in this Section 11. The compensation of the Referee shall not exceed the prevailing rate for like services.

If any term of this Agreement is declared by a court to be illegal, invalid or unenforceable, the legality, validity and enforceability of the other terms of this Agreement will not be affected or impaired thereby, and the rights and obligations of the Parties will be enforced as if the illegal, invalid or unenforceable term were revised to the minimum extent necessary to make such term legal, valid and enforceable.

[the Parties' signatures appear BELOW]

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Agreement.

OPTERRA ENERGY SERVICES:

MRY:

OpTerra Energy Services, Inc.

Monterey Peninsula Airport District

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

ATTACHMENT A

SCOPE OF WORK

I. Required Documents (Needed to Proceed).

- A. MRY will provide the following detailed documentation:
1. Most recent two (2) years of audited financial statements.
 2. Actual utility company invoices for all utilities serving the Sites, for a minimum of three (3) years, and preferably five (5) years, immediately prior to the date hereof, with, beginning with the most recently completed month.
 3. Utility company demand interval recordings of 15/30 minute electrical demand for characteristic months of the year, where available.
 4. Record drawings (AutoCAD or hard copy) for the Sites:
 - a. mechanical
 - b. plumbing
 - c. electrical
 - d. building automation and temperature controls
 - e. structural
 - f. architectural
 - g. modifications and remodels
 - h. site landscaping
 5. AutoCAD or hard copy of 8 ½" x 11" or 11" x 17" floor and roof plans of all Sites, as well as information on the age, type and condition of buildings and roofs.
 6. A list of key contacts at each Site, including MRY personnel knowledgeable of the electrical, HVAC, lighting and controls systems.
 7. Energy management system and HVAC equipment operating schedules, point lists and sequences of operation.
 8. Original construction submittals and factory data (specifications, pump curves, etc.), where available.
 9. Test and balance reports for water and air systems, where available.

II. Scope of Work.

The Integrated Energy Assessment (the "Assessment") will be performed as described below:

- A. Perform detailed review of documents delivered above.
- B. Perform an inspection survey to:
1. Identify potential energy conservation measures ("ECMs") and opportunities for distributed and renewable generation technologies.
 2. Identify the potential locations and type of application for solar photovoltaics (PV) and other ECM installations.
 3. Interview the facility manager, chief engineer, or others as needed.
 4. Identify "process" energy use, such as production equipment, computer rooms, printing plants, parking garages, etc.
 5. Obtain the hours of operation for building systems and equipment, and expected occupancy and use.

6. Survey major energy using equipment, and record (to extent available) the pertinent information for the following:
 - a. Lighting
 - b. HVAC equipment
 - c. Controls and automation
 - d. Other (process, outdoor lighting, etc.)
 - e. Pumps
 - f. Irrigation and other water use
7. Perform Site survey, consisting of:
 - a. Site walk
 - b. Shading analysis
- C. Perform Utility Analysis and Solar Photovoltaic Production Analysis:
 1. Identify current rate schedule, analyze electrical usage and model load profile for each Site
 2. Determine historical Site-specific rate escalation
 3. Determine expected solar photovoltaic production curve for proposed Sites
 4. Overlay electrical load profile with expected solar photovoltaic production curve, to right-size the solar photovoltaic system(s) and identify rate restructuring opportunities].
- D. Analyze HVAC and electrical usage for each Site, where existing historical submeter data is available.
- E. Calculate energy use and cost for all viable ECMs and renewable generation technologies:
 1. For each ECM or renewable generation technology, calculate annual energy savings
 2. Calculation methodology will be determined by OpTerra Energy Services, and may include using modeling software such as Market Manager or Trace 700, or may involve spreadsheet analysis or other accepted, standard engineering procedures.
 3. Calculations will follow ASHRAE or other nationally recognized authority and will be based on sound engineering principle(s).
 4. Operational and maintenance savings, if any, will be identified as a separate line item.
- F. Prepare a proposed “Project Cost” and a list of “Services to Be Provided,” in anticipation of OpTerra Energy Services and MRY entering into an Energy Services Contract to design, construct, install, and monitor the projects proposed in the Recommendations. Cost calculations will explicitly state that the Energy Services Contract must be promptly executed to avoid price increases and that hazardous substance or abnormal subsurface/soil condition issues must not be present.]
- G. Identify how the proposed ECMs, renewable energy, operational efficiency measures, and other program elements could be utilized to leverage opportunities to promote MRY, and local business, cultural, and public-private partnership and innovation, including workforce development, local school district and regional education curriculum development opportunities.
- H. OpTerra Energy Services will provide to MRY Recommendations which will include:
 1. A draft Energy Services Contract which will include the contract amount, scope of work, and payment schedule
 2. A scope of work for each ECM per Site which is compatible with MRY’s investment and infrastructure improvement goals
 3. A description of each recommended ECM and a table summarizing all recommended ECMs
 4. An economic analysis for the aggregated Sites, including project costs, utility incentives, energy savings, renewable energy revenue, operation and maintenance savings and any other revenue or program contributions

III. Technologies to be Considered:

- A. The technologies listed below will be considered during the performance of assessments:
 1. Lighting
 - a. Lighting fixture retrofit

- b. Lighting controls
 - c. Solar tubes for day lighting facilities
 - d. Skylights
 - e. LED parking lot lighting
 - f. Energy efficient security lighting
- 2. Building automation/direct digital controls and HVAC equipment
 - 3. Solar photovoltaic electric generation
 - 4. Electric vehicle charging stations
 - 5. Water
 - a. Irrigation Controls Upgrades
 - b. Bathroom water use conservation
 - c. Other water use conservation

ATTACHMENT B

MRY SITE INVENTORY

(all Sites – both included and excluded – must be listed)

PART I: SITES INCLUDED IN ASSESSMENT

200 Fred Kane Drive, Monterey, CA 93940
Any sites with electric or gas account paid by MRY

PART II: SITES NOT INCLUDED IN ASSESSMENT

Any site where MRY does not pay the electricity or gas bill.

ATTACHMENT C

OpTerra Energy Services' April 27, 2016 Response to MRY's Request for Qualifications



OPTERRA
ENERGY SERVICES



RFQ: Preparation, Assessment and Implementation of a Solar Photovoltaic (PV) Electric Generating System

Monterey Regional Airport
April 27, 2016



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APPENDIX

Livermore Airport Solar Canopy Glare Study Prepared for the Federal Aviation Administration

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

1. Executive Summary

Overview

At OpTerra Energy Services ("OpTerra"), we believe in developing a strong environment of collaboration and partnership with our public sector clients. Our 100+ successful municipal energy projects designed and implemented across California — many of them engineered, funded, and constructed across multiple phases of work — are the best demonstration of our ability to deliver savings through thoughtfully designed energy infrastructure programs that customers like the City of Salinas, the City of Gonzales, City of Greenfield, and City of San Jose are proud to showcase for years.

Using a proven design-build approach, our local project team will deliver an FAA, CEQA- and NEPA-compliant solar PV project to the Monterey Peninsula Airport District that will significantly offset the District's carbon footprint, boost the local economy with an influx of construction jobs, and reduce taxpayer burden to free up funds for other important IT infrastructure and safety initiatives.

Our proposed project team, based just one hour from the Monterey Peninsula Airport District, are area residents with a proven track record of regional leadership. The team has worked together for over 10 years. During that time, they have forged strong partnerships with municipal districts throughout Monterey, Santa Clara, and Santa Cruz Counties that have resulted in highly successful projects of similar scope for the Monterey County Office of Education, Santa Cruz Office of Education, and the Cities of Salinas, Greenfield, King, and Gonzales. OpTerra has conducted, or is in the process of conducting, "on airport" solar PV projects at **Salinas Municipal Airport, Livermore Municipal Airport, and Yuba County Airport**— in addition to a cogeneration project at **Palm Springs Airport** in Southern California. These projects are detailed in Section 2: Narrative.

About OpTerra

Headquartered in Oakland, CA, OpTerra is the largest independent energy efficiency, power reliability, energy infrastructure and renewable power solutions provider for the public sector in the United States.¹ Our projects have saved local municipalities more than \$2 billion in energy costs, with an engagement process that prioritizes citizen input, regularly involves multiple stakeholders, and balances community, financial, and technical requirements.

MEETING AND EXCEEDING MINIMUM REQUIREMENTS

- ✓ **Experience with airport projects and FAA regulations**
- ✓ **Accredited by NAESCO at the highest level**
- ✓ **A U.S. DOE Qualified Energy Services Company**
- ✓ **Successfully implemented dozens of energy performance contracts of at least \$5M for public sector clients in the last 5 years.**
- ✓ **Active B Contractor's License** including trade classifications A, C10, C46
- ✓ **\$50M bonding capacity** for a single project – far exceeding the \$5 requirement.

In 2015, OpTerra Installed



**20.68 MW
SOLAR**

¹ Previously, OpTerra was under the umbrella of Chevron Corporation, where it was named Chevron Energy Solutions, and provided the same suite of clean-tech services nationwide to government agencies, municipalities and educational institutions since 2000.

Ten years ago, OpTerra was one of the first companies to install solar projects for public entities in California. Since then, we have completed over 150 MW of solar projects for customers across the State. We bring innovation and expertise in equal measure to our solar PV power arrays; if desired, we can deploy the latest technologies in energy efficiency, or energy storage in conjunction with microgrids that can supplement existing Monterey Regional Airport backup generator systems.

Design-Build Approach

Here, we present the streamlined steps we will take to deliver deep savings while supporting the long-term environmental, safety, and economic goals outlined in the District's *Proposed Airport Master Plan*. Our recent experience conducting energy projects at the above-referenced airports — including three glare studies approved by the Federal Aviation Administration — demonstrates an expert understanding of FAA guidelines (siting and reflectivity chief among them with regard to solar energy systems).

Further, every aspect of the Airport project will be in accordance with contract provisions set forth in Government Code 4217. The OpTerra process ensures that enough energy and operational savings will result over the term of the program to pay for all associated costs including the engineering analysis, capital equipment, installation, engineering design, construction management, commissioning, training, annual monitoring & verification, and debt service. If the energy savings fall short of the yearly guarantee amount, OpTerra will provide hassle-free reconciliation for the shortfall.

Finally, we understand the safety-critical complexities the Airport faces when it comes to permitting and design approval; our timeline will take these complexities into account, hand-in-hand with a construction plan that incorporates all levels of regulatory standards and makes the most of the limited windows of time within which we can work in order to maintain uninterrupted airport operations.

Maximizing Savings

Thus the initial facility audit can include customized energy efficiency improvements, such as retrofitting lighting and/or lighting controls for the terminal and other facilities that will greatly improve the return on investment in solar energy. This extensive cost-reduction analysis will drive project price down to the lowest possible level while maximizing savings. The reduced consumption will allow for a solar PV system to be designed and installed to maximize the financial benefits of generation while minimizing the system cost by not over-sizing the system. The final project scope will be derived from this rigorous analysis and presented to the District for approval.

Design

Once the scope is finalized, we will proceed with the engineering and design activities by our licensed Professional Engineers, conforming to local, state, and federal laws and applicable codes and standards, as well as the Airport's specific requirements. Our design process includes the preparation of all necessary design and construction documents, including specifications and submittals.



During the design phase, OpTerra engineers will model the potential generation capacity needed to address the electrical consumption of the airport complex, using the industry gold standard computer modeling program PVSyst², a nonproprietary, researcher-developed software package compatible with 1,750 PV module types, 650 inverter types, and a variety of additional system components.

In addition, we will use our own proprietary financial modeling system to determine the dollar value of the modeled generation based on current and projected PG&E utility rates. As part of our financial model, certain assumptions need to be made to account for annual changes or fluctuations in the performance of the system. Generally, the assumptions are listed below.

- *Utility Rate Escalation* – PG&E rates have historically risen by more than 6.5% over the last 30 years. OpTerra Energy Services recommends a utility escalation rate of no less than 5% annually to account for this.
- *Solar Panel Degradation Rate* – As panels are exposed to UV light, they naturally degrade over time. Expected degradation varies among manufacturers, but an annual degradation of between 0.5% and 0.7% is typical.
- *Modules* – Currently, high-quality modules primarily come from China, Korea, or the USA. OpTerra maintains ongoing vendor relationships with most major module manufacturers, allowing us to offer a wide variety of size and make of modules to our customers. If there are specific requirements or preferences from the District or regulatory agencies, OpTerra will be able to meet them.
- *Inverters* – Similar to the modules, OpTerra selects the most appropriate size and type of inverter depending on the size and arrangement of the array. Larger arrays tend to be serviced by central inverters, while smaller arrays are better served by string inverters. During the early design process, OpTerra will review the inverter selection options with the District.
- *Ground Mount Racking (fixed tilt or tracking)* – OpTerra will model both types of racking systems during the early design process and present the benefits and costs of each to the District, allowing stakeholders participation in selecting the best option for the Airport's needs.

Site and Community Needs

Our process is designed specifically to incorporate both technical requirements and unique local considerations. Our team is highly practiced in considering the needs and future plans of each individual site, and we frequently conduct community outreach to ensure that neighbors understand the benefits and construction impacts of our projects.

- For the Airport specifically, our process will integrate technical requirements with the unique plant communities on site. Because our design process is iterative and collaborative, protection of Monterey pine and Monterey spineflower species will be integrated from day one.

Construction and Safety

The Construction Manager (CM) for the approved project will be a critical member of the project team, providing on-site supervision of the implementation plan, which includes

² PVSyst is a widely accepted PV estimation package developed by the Institute of Environmental Sciences Energy Group/FOREL, a research organization within the University of Geneva, Switzerland.

scheduling, licensing and permitting, vendor coordination, and subcontractor compliance with design and performance specifications. The CM, as well as our Operations & Maintenance leads will gain FAA approval for access to secured areas. The CM will also oversee operational safety, which, beyond best practice for construction, will include emergency plans coordinated with the Monterey Airport Fire Department, provision of proper spotter or flagger coverage, protocol for maintaining lines of communication with airport technicians, and contingencies for handling hazardous material, unforeseen underground conditions, and debris and dust from airport traffic.

Safety is OpTerra's #1 priority. The OSHA-certified CM will be on site every day that work is in progress, and will manage the safety of the entire team, including all subcontractors and airport personnel who may be affected by the work.

The preparation of a Construction Site Safety Plan will require an in-depth analysis of project scope, and will follow careful discussion with key District contacts and public safety officials.

Commissioning

OpTerra begins creating a customized commissioning plan during the design phase to aid in successful project delivery that meets District expectations. However, most of the commissioning plan will be implemented during the construction phase to ensure that newly installed equipment and measures are properly calibrated and operating as required to deliver the promised performance.

Executing the commissioning plan includes:

- Pre-functional visual inspection to verify the proper equipment has been installed and installation meets OpTerra and regulatory standards.
- Functional testing to verify equipment is wired properly and individual components function properly; point-to-point wiring inspections and sequence of operations tests confirm installation and function.
- Performance testing to confirm the systems work as intended to generate the expected energy savings. Tests include calibration checks, manufacturers' recommended start-up procedures, monitoring/trending, analysis of trending, and test data.
- Commissioning documentation to record commissioning activities and test results including O&M documentation and as-built documentation.

Commissioning activities will be documented and submitted to the Airport with the O&M manual, discussed in the following section. Every equipment item is clearly identified in the O&M manual to facilitate warranty service and maintenance. As part of final project acceptance, a commissioning report will be provided to the Airport.

Operations & Maintenance Services

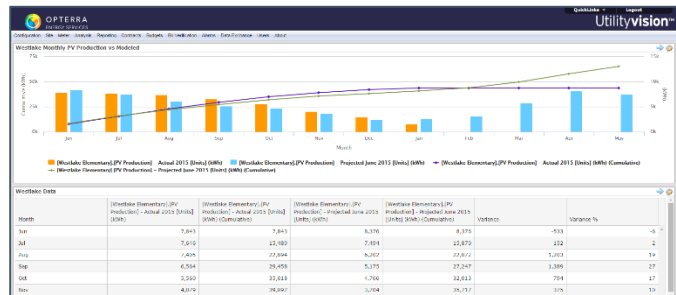
The planned solar array at Monterey Regional Airport will be a highly visible, celebrated investment for years to come; warranty and ongoing maintenance are crucial to maximizing this investment. Our system maintenance and support services package helps ensure that solar equipment warranties remain valid and systems produce at or above expected production levels. OpTerra offers significant resources to system monitoring and maintenance:

- **Monitoring & Verification**
Our Energy Management Team, solely dedicated to measurement and verification (M&V) of system savings, is one of the largest, most experienced in the industry. A



Professional Engineer and Certified Measurement and Verification Professional with more than 20 years in performance contracting, leads a team of 15 full-time dedicated staff that oversees hundreds of payment and performance guarantees totaling over \$500M. Nationwide, the Team's combined actual savings and production is 109.9% over guarantee for the most recently reconciled year. Nationwide, **OpTerra is currently monitoring about 330 operational PV systems.**

- Number of current M&V customers: 110 Contracts (may have multiple customers)
- Number of facilities currently monitored: Over 560 (Many agencies have more than ten individual solar sites under monitoring.)



Energy savings will be measured and verified through pre-retrofit and post-retrofit utility bill comparison and International Performance Measurement and Verification Protocol (IPMVP). Of the four IPMVP options outlined by the IPMVP, Option B is the least costly and most reliable method available for verifying the performance of photovoltaic projects. Option B techniques are designed for projects where long-term continuous measurement of performance for a single conservation measure is desired and warranted. Under Option B, individual loads are continuously measured to determine performance; this measured performance is compared with a baseline to determine savings.

On-site metering equipment consists of Powerlogic ION 6200 revenue grade meters, outside air temperature, pyranometer, and PV module temperature sensors. Data is collected, stored, and forwarded by an Obvius Acquisuite data acquisition system. Remote systems push data out to OpTerra's data collection platform to the internet via the Airport's Ethernet network. Working with Airport IT staff, we will arrange for access to manage the data acquisition system through a Virtual Private Network (VPN) connection. Through this VPN connection we are able to configure and manage the data acquisition system remotely. For instances where a local presence is required, we may interact with the local IT staff or dispatch an O&M service technician if needed.

Predicted vs. Actual Solar Production Graph and Data Set:
 OpTerra created the Utilityvision tool to enable our customers to make energy decisions from a place of confidence and assuredness. By using this suite of tools, the District will be able to understand the impact of each energy management decision it makes on energy savings, as well as the bottom line.

OpTerra also maintains close contact with equipment manufacturer warranty and service departments. Throughout the OpTerra warranty period, the M&V team promptly addresses any problems and thoroughly and manages equipment warranty claims when repairs and replacements are needed.

■ **Operations & Maintenance**

As with M&V, OpTerra provides an in-house Operations & Maintenance (O&M) team to provide a strong preventive and predictive maintenance program that makes sure reliability and efficiency standards are met.

Inherent to the nature of this project's uptime, many of OpTerra's **operational practices and policies exceed industry practices and standards** that contribute to full integration of reliability principles into the development process as well as the full lifecycle of the equipment and systems. Our maintenance procedures for solar systems include:

Annual inspections and preventive maintenance

- Inspect PV module arrays, panel mounting, wiring, isolation transformers and support structure.
- Perform thermal scanning tests on all combiner boxes, sub combiner boxes and disconnect switch panels.
- Inspect electrical connections at array combiner boxes, main combiner boxes and inverters.
- Remove dust, dirt and debris from outside cabinets of combiner boxes, inverters, transformers, and disconnect switches.
- Follow manufacturer recommendations for factory-certified inverter inspection and cleaning.
- Re-torque inverter lugs.

Solar panel cleaning

- Wash PV modules at least annually to remove accumulated dust and debris.
- Further services provided if OpTerra determines that additional cleaning and site maintenance services are necessary to maintain the integrity of the system.

Exceeding industry practices and standards

Our panel washing process

Many competitors walk on the solar panels and use a power washer. We do not allow walking on the solar panels at any time, and we use deionized filtered water to ensure we don't leave water spots. Where the customer has reclaimed water available, we can also do washings with reclaimed water, which many competitors are not willing to do.

Pairing M&V and O&M

What sets us aside from many competitors is we pair monitoring with O&M services so we can react faster to low production problems. We have automated performance evaluations running every 15 minutes on the PV systems which will catch problems that are cause deficiencies in generation but maybe not a complete outage.

We currently provide O&M services to 25 Solar PV customers across Monterey, Santa Cruz, Santa Clara, Sutter, San Mateo, Nevada, Sonoma, and Alameda Counties.

Project Completion

At the conclusion of the project, The CM will generate Substantial Completion documentation, manage the check-off of final punch-lists with District staff, and ensure that the project meets formal Final Completion stage.

OpTerra will provide project O&M Manuals for the PV system and components, as well as for any other energy efficiency measures implemented over the course of the project. The O&M Manual will include “as-built” documentation, field verified by OpTerra; accurate specification information, including sequence of operation; and O&M manuals from each subcontractor/vendor; copies of signed building and inspection certificates; and other important project documentation.

Training

Near project completion, OpTerra will conduct a training program for Airport operational and maintenance personnel so they will thoroughly understand the function of new equipment and how to operate it safely. As necessary, multiple trainings will be conducted specific to the installed system. Training materials provided will include a description of the system, as-built documentation, and manufacturer O&M manuals. OpTerra Energy Services feels so strongly about the value of training that it is a contractual obligation.



“The OpTerra staff were a pleasure to work with — professional, competent, responsive, knowledgeable and accommodating.”

— Claire Shawver
Construction Project Manager
City of Yuba City

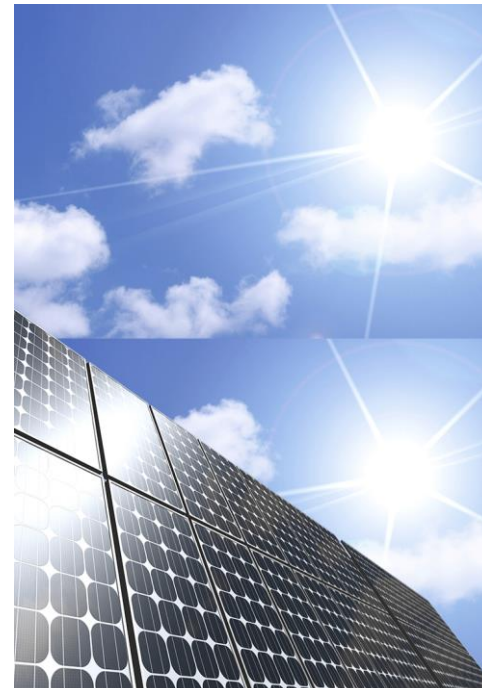
2. Narrative

OpTerra has many years of experience working with federal, State and local governments. From the traditional retrofits and upgrades, to the cutting edge renewable generation technologies such as fuel cells, microturbines and solar energy, OpTerra has been a leader in the energy services (ESCO) industry at implementing performance based energy efficiency and energy generation projects for cities, counties and states nationwide. These projects have produced \$2B in savings for our customers.

Our core competency is custom-designed solutions delivered by our in-house engineering group dedicated solely to energy services performance contracting. This expertise is subject to continuous improvement, since our staff works exclusively on energy conservation projects. Our work is accomplished in all areas of the country and for all types of projects, including large, small, traditional, cutting-edge, private, public, institutional, and governmental. We use proven and cutting-edge technology to reduce energy use and increase clean, reliable energy supply. This intellectual capacity, developed to a high degree of specialty, is what sets OpTerra apart from other ESCOs. Our people have been associated with a number of award-winning projects and continue to push the envelope in all areas of energy savings and renewable generation technologies.

Solar PV Experience at Airports

OpTerra has engaged in four (4) on-airport solar PV projects. This work resulted in three glare studies submitted to the Federal Aviation Administration through FAA 7460-1 – Notice of Proposed Construction or Alteration, and FAA 7460-2 – Supplementation Notice Document Information. The Glare Studies were prepared using the Solar Glare Hazard Analysis Tool from Sandia National Laboratories. OpTerra engineers have used academic studies, including MIT's *Assessing Disability Glare Potential Due to Reflections from New Constructions: A Case Study Analysis and Recommendations for the Future*³ to further assist in solar glare analysis to validate statements. All studies were approved.



³ http://web.mit.edu/SustainableDesignLab/publications/jakubiec,reinhart_assessing-disability-glare-potential.pdf



- Through the implementation of multiple projects in Monterey County and neighboring counties, OpTerra has acquired extensive knowledge and understanding of the applicable codes, standards, and legal requirements for the successful implementation of energy efficiency and renewable energy projects. The Monterey Regional Airport site will require a California Environmental Quality Act (CEQA) report. In some instances, National Environmental Policy Act (NEPA) may be applied under federal law, however we do not anticipate this being the case here.
- We have represented these airports in discussions with regulatory agencies by submitting the Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) on their behalf, and navigating the submittal process to obtain speedy approval.
- All energy projects we conduct, which count into the hundreds, require submission through the GC 4217 process.
- Rule 21, or the interconnection code employed by the local utility, will likely apply to power generation developed under this proposal. These are a few of the codes and regulations potentially applicable to energy conservation and renewable energy projects. OpTerra will work comply with all local, regional, state, and federal laws and regulations once the site and module specifications are qualified during the development process.

Reflectivity is a serious consideration in any airport-proximate installation. Aircraft may cross the project area and potentially experience glint and glare from solar operations. These occurrences are dependent on altitude, relationship to the project area and panel position. The Federal Aviation Administration has approved three glare studies submitted by OpTerra.

OpTerra's **Livermore Airport Solar Canopy Glare Study**, conducted as Chevron Energy Solutions, is included in the **Appendix**.

Airport Project Descriptions

Salinas Municipal Airport

Scope: As part of a city-wide comprehensive project, OpTerra designed and constructed Solar PV Canopies, lighting and HVAC upgrades at the Airport. The project also includes O&M and M&V services.

Project Cost: \$24 million total
 (\$1.1 million airport only)

Reference:
 Gary Peterson
 Director of Public Works
 831-758-7390
 garyp@ci.salinas.ca

Yuba County Airport

Scope: As part of a county-wide project, OpTerra completed design and construction of a 1.6 MW Solar PV and energy efficiency project, including rooftop, ground-mount, and parking shade structures at 11 sites.

Project Cost: \$5.2M

Reference:
 Doug McCoy
 Director, Administrative Services
 530-749-7880
 dmccoy@co.yuba.ca.us



Livermore Municipal Airport

Scope: As part of a city-wide project, OpTerra completed design and construction of 80 Kw canopy design in the airport parking lot

Project Cost: \$426,900

Reference:

Joe Kuderca
Inspector/Project Manager
925-567-6347
jlkuderca@cityoflivermore.net

Palm Springs International Airport

Scope: Building controls/EMS, new hot water boiler, and interior exterior LED lighting

Designed and built a Municipal Cogeneration Plant to serve City facilities, including:

- Palm Springs Airport (uses 50% of the energy produced at the cogen plant)
- Airport Fire Station
- Palm Springs Police Department
- City's Operation Center

Reference:

Marcus L. Fuller, MPA, PE, PLS
Assistant City Manager/City Engineer
760-322-8380

Experience

Regional Projects of Similar Scope

Monterey County Office of Education

Scope: Design and construction of .7 MW Solar PV - canopy, replacement boiler, Energy Management System, thermostats, educational component, O&M and M&V services.

Project Cost: \$3.5M

Reference: Joshua Jorn
Director of General Services
831-784-4236

Santa Cruz Office of Education

Scope: Design and construction of .25 MW Solar PV - ground mount, lighting; O&M and M&V services.

Project Cost: \$997,865

Reference: George Lopez
Director, Maintenance, Operations and Facilities
831-466-5605

City of Salinas

Scope: Design and Construction of Solar PV - canopy canopies and ground mount arrays, HVAC and Energy Management System, water treatment plant upgrades, interior/exterior lighting, street, park and parking lot lighting, O&M and M&V services.

Project Cost: \$24M

Reference: Gary Peterson
Director of Public Works
831-758-7390
garyp@ci.salinas.ca

City of Greenfield

Scope: Design and construction of .9MW Solar PV canopies and ground mount,

thermostats, indoor and outdoor lighting and

controls, street lighting, O&M and M&V services.

Project Cost: \$4.1M

Reference: Susan Stanton
City Manager
602-622-0682
sstanton@ci.greenfield.ca.us

- *Currently under construction*

King City

Scope: Design and construction Solar PV and street lighting

Project Cost: \$2.3M

Reference: Steve Adams
City Manager
831-386-5925
sadams@kingcity.com

- *Currently under construction*

City of Gonzales

Scope: Design and construction of .5MW ground mount PV system, street lighting, Energy Management System, exterior lighting, O&M and M&V services

Project Cost: \$2.7M

Reference: René Mendez
City Manager
831-675-5000
rmendez@ci.gonzales.ca.us

Sutter County

Scope: Design and construction of 1.46 MW Solar PV and energy efficiency project, including ground-mount and canopy structures at 11 sites; lighting upgrade, county-wide Energy Management System;



water conservation measures; HVAC upgrades

Project Cost: \$10.5M

Reference: Megan Greve
530-822-7473
mgreve@co.sutter.ca.us



Representative Sample of Completed Solar Projects

Representative OpTerra Energy Services Solar Project Experience		
Project name, type of system, location	System Capacity (MW DC)	Date Complete
Riverside County solar PV project – ground-mount and parking lot shade structures; Riverside CA	11	2016
Washington Unified School District solar PV and energy efficiency project – 855 kW ground-mount and parking canopies at six sites; West Sacramento, CA	.855	2015
City of Grass Valley solar PV and energy efficiency project – ground-mount and parking canopy structures at two sites; Grass Valley, CA	.851	2015
Manhattan Beach Unified School District solar PV and energy efficiency project – rooftop and carport shade structures	.625	2015
City of Lemoore Phase III solar PV project – ground-mount and parking canopy structures; Lemoore, CA	3.1	2014
Lucia Mar Unified School District solar PV and energy efficiency project – ground-mount and shade structures at six sites; Arroyo Grande CA	1.6	2014
Desert Sands Unified School District solar PV and energy efficiency project – ground-mount and shade structures; La Quinta, CA	1	2014
Fountain Valley School District solar PV and energy efficiency program – parking canopy shade structures; Fountain Valley, CA	.720	2014
Los Angeles Unified School District Group 3 solar PV project – rooftop and parking canopy structures; Los Angeles, CA	4	2014
City of Waterford solar PV project – ground-mount, rooftop, and parking canopy structures; Waterford, CA	.297	2014
Franklin-McKinley School District solar PV and energy efficiency project – rooftop and parking canopy structures; San Jose, CA	2.7	2014
Nuview Union School District Phase II solar PV and energy efficiency project – parking canopy structures; Nuevo, CA	.622	2014
Oak Grove School District Phases I and II solar PV project – rooftop and canopy structures; San Jose, CA	4.7	2013
Jurupa Unified School District solar PV and energy efficiency project – parking canopy structures at nine sites; Jurupa Valley, CA	2.7	2013
City of Livermore comprehensive solar PV and energy efficiency program – ground-mount, parking canopy, and rooftop structures; Livermore, CA	1.2	2013
City of Patterson solar PV project – canopy and ground-mount structures; Patterson, CA	1.1	2013
Los Angeles Unified School District-Group 2b solar PV project – parking canopy structures; Los Angeles, CA	2.2	2012

Representative OpTerra Energy Services Solar Project Experience		
Project name, type of system, location	System Capacity (MW DC)	Date Complete
South San Francisco Unified School District solar PV project – parking canopy and rooftop structures; South San Francisco, CA	1.6	2012
City of Hanford WWTP solar PV project – ground-mounted single axis tracker; Hanford, CA	1.1	2012
Utah Valley University solar PV project – roof mounted system; Orem, UT	.036	2012
Kamehameha Schools solar PV project – rooftop and shade structures on three sites; Honolulu, HI	.349	2012
City of Dinuba WWTP solar PV project – ground-mounted structure; Dinuba, CA	1.1	2011
Foothill College Integrated Energy Project (Foothill-De Anza CCD) – parking canopy structures; Los Altos Hills, CA	1	2011
Antelope Valley College solar PV project – parking canopy structures; Lancaster, CA	1.1	2011
East Side Union High School District Integrated Energy Project, Phase II – parking canopy structures at four sites; San José, CA	3.4	2011
Huntington Beach City School District Integrated Energy Program – parking canopy structures; Huntington Beach, CA	.615	2011
San Dieguito Union High School District solar PV project – parking canopy structures at two sites; San Diego, CA	2	2011
City of Brea solar PV and integrated energy project – rooftop and parking canopy structures at three sites; Brea, CA	1.8	2011
Oceanic Time Warner solar project – rooftop and parking canopy- the largest solar parking canopy installation in Hawaii at the time; Honolulu, HI	.856	2011



OpTerra installed a 1.2 MW Solar PV System at Merritt College, part of the Peralta Community College District in Oakland.



Personnel

The OpTerra Team

OpTerra's goal is to provide a smooth, turnkey project that minimizes impact to Airport operations while saving as much energy and money as possible — as quickly as possible. To do this requires a collaborative approach that will include key Airport staff.

The proposed team is comprised of professionals, many of whom have 10+ years of experience working together to deliver solar PV programs to regional neighbors. The OpTerra team will remain with the project from development through delivery to ensure one clear and consistent line of communication. In our experience, this ensures a seamless transition between each stage of work, and translates into a successful project that will generate savings and gain recognition for the Airport as an energy champion for years to come.

- Project management will be conducted out of our San Jose office, with support from our headquarters in Oakland, CA. Emily Douglas, the primary point-of-contact, will be dedicated to the project and within one hour's drive of the Airport.

Local Subcontractors

As an engineering and project management firm, OpTerra will work closely with Airport staff in sourcing bids from qualified local vendors. To implement projects, OpTerra prefers to use local subcontractors with outstanding track records. We identify local contractors in four ways:

1. We ask the Airport facility staff for a listing of local contractors who have previously worked for the Airport and are in good standing.
2. We often reach out to the local Chamber of Commerce and Economic Development agencies in the area to identify local contractors, particularly small, veteran, and minority-owned contractors. We have been a member of the Monterey County Business Council for multiple years.
3. We work with the local trades organizations, such as IBEW and Building Trades Council, to find local contractors.
4. Finally, we draw from our database of subcontractors who have worked for OpTerra in the area. From this comprehensive list, we match the project scope to experience and review their safety records and project performance.

Job Creation

We believe in the power of energy projects to propel local economic development, and have been a proud part of the Salinas Valley for years. In our recent projects with the Cities of Salinas, Greenfield and Gonzales, we proudly partnered with businesses and workers based in Monterey County to create hundreds of jobs and millions of dollars in energy savings. The stimulus-ripple-effect of construction is well understood, with significant benefits to the local economy. We look forward to working with Airport staff to continue growing our base of business partners in Monterey County to ensure the ripple stays close to the source.

For the proposed work, we anticipate 4 jobs being directly created, and 42 created by the total economic impact of the project.

Resumes for Proposed Team

Solar Experience and Qualifications of OpTerra Team	
Name/Position/Education	Qualifications, Relevant/Solar Experience
<p>Emily Douglas Program Development Manager Point-of-Contact Development Manager MBA, University of California Haas School of Business, Berkeley, CA B.A., Government and Sociology-Based Human Relations, Connecticut College, New London, CT Joined OpTerra in 2013</p> <p>Responsibilities: Emily will manage the day-to-day interaction with Airport staff and will oversee contract administration. She will act as the liaison between OpTerra and the Airport to ensure all program goals and objectives are successfully realized.</p>	<p>Emily has 10 years of experience developing energy projects throughout Monterey, Santa Cruz, and Santa Clara Counties. In the role of Program Development Manager, Emily guides project development with customer constituencies from city engineer through councilmembers and ensures that every project meets customer's financial, environmental and facilities goals.</p> <ul style="list-style-type: none"> • East Side Union High School District • City of Salinas • South San Francisco Unified School District • City of Greenfield • City of Gonzales • City of San Jose • Hartnell College • City of King • Berryessa Union School District
<p>David Baldwin, P.E., CEM Energy Management Director B.S., Mechanical Engineering, University of Michigan Registered Professional Engineer – California Certified Energy Manager – Association of Energy Engineers Joined OpTerra in 2000</p> <p>Responsibilities: David will oversee integration of technical, financial and legal process for program development and implementation.</p>	<p>David Baldwin has more than 30 years of experience in HVAC design, energy efficiency programs, solar generation, and performance-based contracting. He works closely with customer decision-makers to fully understand their financial drivers and bottom-line energy needs prior to developing a comprehensive and financially viable energy solution (power quality/reliability, on-site generation and energy efficiency) for their sites.</p> <ul style="list-style-type: none"> • Franklin-McKinley School District • City of Gonzales • Monterey County Office of Education • Oak Grove School District • East Side Union High School District • South San Francisco Unified School District • Salinas City Elementary School District • Jefferson School District • Hartnell College • City of Salinas • City of San Jose
<p>Tamra Cihla, P.E. Senior Operations Manager B.S., Mechanical Engineering, University of Wisconsin, Madison, WI License(s)/Registration(s): Registered Professional Engineer – California Joined OpTerra in 2005</p> <p>Responsibilities: Tamra be responsible for on-budget and on-time completion of energy projects, including preliminary and detailed energy surveys, project</p>	<p>Tamra uses her more than 20 years of experience in the energy industry to lead project teams focused on strong delivery of business and energy solutions for public sector customers. Tamra's background in mechanical and energy engineering provide a solid foundation for ensuring high quality, cost-effective solutions for customers. Her community building background drives a collaborative approach when working with customers and their communities and within our operations teams.</p> <ul style="list-style-type: none"> • City of Dublin • Contra Costa Community College District

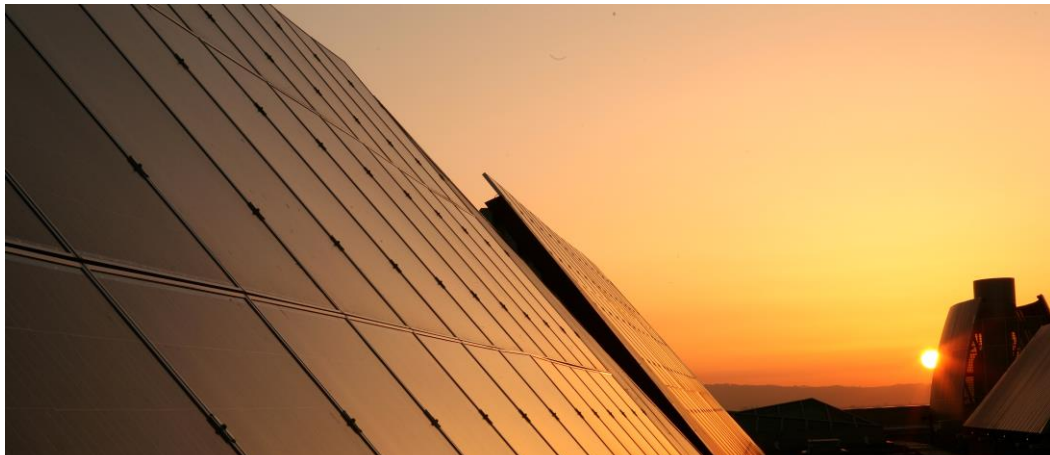


<p>engineering, purchasing, construction, administration, subcontracting, scheduling, and commissioning.</p>	<ul style="list-style-type: none"> • Oak Grove School District • Jefferson Elementary School District • East Side Union High School District • San Jose Unified School District
<p>Mark Dure-Smith Point-of-Contact Project Manager M.A., English, San Francisco State University, San Francisco, CA B.A., Economics, University of California, Santa Cruz, Santa Cruz, CA License(s)/Registration(s): Leadership in Energy and Environmental Design Accredited Professional (LEED AP) – U.S. Green Building Council Joined OpTerra in 2014 Responsibilities: Mark will lead development of final designs, construction plans, and energy reports; organizes and leads team energy studies, including securing as-built documentation and utility bills, etc. During design and construction, Mark will develop and maintain the project schedule and budget; he will provide leadership and organization of the project design, working closely with Project Engineers.</p>	<p>As a project manager, Mark works closely with OpTerra Energy Services' business development professionals and customer decision-makers to fully understand energy usage baseline, broader plant operations/facility needs, and educational opportunities. From there, he leads the design/engineering team to capture and evaluate energy conservation and alternative power generation options; runs a competitive bid process with vetted subcontractors for the measures identified as technically viable; works with the financial team to develop the comprehensive financial package structuring; and integrates with the construction teams to ensure a comprehensive, economically viable technical project is assembled to meet the customer's stated objectives.</p> <ul style="list-style-type: none"> • Yuba County, Phase 2 (airport) • Sutter County • City of Santa Cruz • City of Santa Cruz Water Department • GSA Building, Salinas • City of Greenfield • City of Gonzales
<p>Peter Holliday Construction Project Manager B.S., Construction Management (Business Minor), California State University, Sacramento, CA Joined OpTerra in 2007 Responsibilities Peter will be located on-site during project construction. With oversight from the Project Manager, Peter will be responsible for construction scheduling, subcontractor and vendor coordination, the safety programs, security issues, permits and licenses, and holding regular progress meetings with all subcontractors and vendors. He will inspect all work of the subcontractors for compliance to the job design and performance specifications.</p>	<p>Peter Holliday brings more than 30 years of training and experience to construction management and field contract administration and he has working knowledge of management, project implementation, and documentation.</p> <ul style="list-style-type: none"> • City of Patterson • City of Richmond • City of Waterford • Hartnell College
<p>Carrie Dixon O&M Manager B.S., Architectural Engineering, University of Kansas, Lawrence, KS License(s)/Registration(s): Intern Engineer-Kansas</p>	<p>Carrie has over 15 years of experience providing solar O&M services to customers. Carrie will primarily be responsible for commissioning and maintaining the operations of photovoltaic systems.</p> <ul style="list-style-type: none"> • Live Oak USD • Santa Cruz USD • Monterey County Office of Education



<p>Leadership in Energy and Environmental Design Accredited Professional (LEED AP) U.S. Green Building Council Training: Arc Flash/70E OSHA 30 Joined OpTerra in 2005</p> <p><u>Responsibilities</u> Carrie's O&M responsibilities include electrical inspections and array washing scheduling, contractor management, unplanned outage management, and continued site safety management.</p>	<ul style="list-style-type: none"> • Merritt College • City of Gonzales • Hartnell College • Salinas City Elementary School District • City of Salinas • East Side Union High School District • Oak Grove School District • Franklin-McKinley School District
<p>Robert "RJ" Kroner, EIT Project Engineer</p> <p>B.S. Environmental Engineering, California Polytechnic State University, San Luis Obispo, CA Joined OpTerra in 2014</p> <p><u>Responsibilities:</u> RJ is responsible for calculating utility cost savings, assisting in construction management activities, utility rate structure analysis, and incentive analysis and documentation; additionally, his work centers on PV array surveying, locating, designing, calculating production, and equipment procurement.</p>	<p>RJ has 4 years of experience developing and implementing PV projects for the public and private sector, including PV array surveying, locating, designing, calculating production, equipment procurement and managing construction. He has worked with the utilities for many different types of interconnections of power generation and has expertise in the CPUC codes and regulations. Solar PV projects include:</p> <ul style="list-style-type: none"> • South San Francisco USD • Department of Education, Hawaii • Oroville East Elementary School District • Amador Unified School District • City of Live Oak • Alum Rock School District • City of Hughson • City of Grass Valley • Sutter County
<p>Terence Lai, P.E. Project Engineer</p> <p>B.S., Civil and Environmental Engineering, University of California, Berkeley, CA Registered Professional Engineer – California California Leadership in Energy and Environmental Design Accredited Professional (LEED AP) and Building Design and Construction (BD+C) – U.S. Green Building Council Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer Joined OpTerra in 2014</p> <p><u>Responsibilities:</u> Terence will be responsible for design, civil grading, drainage design, erosion control and plan check, and simulating PV models.</p>	<p>Terence is a registered civil engineer in the state of California with 10 years of experience leading various renewable energy projects from the initial development phase through design and construction as well as QA/QC programs.</p> <ul style="list-style-type: none"> • City of Salinas • King City • County of Merced
<p>David Yung Lei, P.E. Procurement Manager</p> <p>Education: B.S., Mechanical Engineering, University of California, Davis</p>	<p>With 16 years of relevant experience, David's work centers on the development, design, procurement, and installation of solar PV systems. David currently manages procurement for scopes spanning renewable energy, energy efficiency,</p>

<p>Registered Professional Engineer – California Leadership in Energy and Environmental Design Accredited Professional (LEED AP) – U.S. Green Building Council Professional Joined OpTerra in 2006</p> <p><u>Responsibilities:</u> David will manage project procurement.</p>	<p>and cogeneration systems for public sector and private entity customers to ensure project costs are reduced.</p> <p>Recent PV projects include:</p> <ul style="list-style-type: none"> • Salinas City Elementary School District • Santa Cruz County Office of Education • Hartnell College • San Jose State University • South San Francisco Unified School District • Contra Costa Community College District
<p>Tim Brown, P.E. Electrical Engineer</p> <p>B.S., summa cum laude, and Master of Science, with distinction, in Electrical Engineering from California Polytechnic State University, San Luis Obispo, with an emphasis in electric power systems and power electronics. Joined OpTerra in 2012</p> <p><u>Responsibilities:</u> Analyze system design and equipment specification alternatives to optimize project cost and scheduling; communicate resource requirements to management; perform constructability reviews.</p>	<p>Tim is a registered electrical engineer CA, with 9 years of industry experience across a wide range of renewable energy, industrial, and critical facility projects. He led and directed all electrical engineering activities for energy efficiency and renewable power projects in the Northern California region with customers including cities, counties, and school districts, including:</p> <ul style="list-style-type: none"> • Yuba County • City of Benicia • Monterey County Office of Education • City of Gonzales • East Side Union High School District • Oak Grove Unified School District • Morgan Hill Unified School District • South San Francisco Unified School District



OpTerra installed a 250-kWdc solar power system at UCSF's Mission Bay campus, the largest to date in the UC system.



3. Fee Proposal

Figures for hourly rates below are for reference and comparison purposes only. OpTerra Energy Services does not bill customers on an hourly rate for any type of product or service. We are a design/build energy services contractor where we provide our customers with an engineered scope of work and price. We only initiate change orders when the project scope is changed by the client after project acceptance.

There is no fee due at the commencement of the engineering phase with OpTerra. The flat \$20,000 development and design fee is rolled into the construction contract should the Airport move into a construction contract with our firm. Should the Airport decide to move in a different direction or implement with another firm, the \$20,000 fee would be due 30 days after the completion of the engineering documents. This fee structure leverages the benefits of Government Code 4217 for the Airport by allowing OpTerra to complete the engineering at-risk and ensuring the Airport can cover all project costs through energy savings.

Job Classification	\$ per hour
Operations Director	195
Project Manager	140
Sr. Electrical Engineer	125
Construction Manager	120
Electrical Engineer	105
Solar Design Engineer	105
CAD Operator	95

4. Additional Data

OpTerra's success can be attributed to several things, but none more important than the energy professionals that make up our project teams and support functions. We have over 300 employees nationwide. OpTerra has one of the deepest engineering benches in the industry, with most engineers averaging well over 10 years of direct energy efficiency experience.

Engineers by Classification at OpTerra Energy Services	
Engineering Designation	Total Number
Mechanical engineers	44
Electrical engineers	6
Civil engineers	5
California licensed professional engineers	29
Licensed professional engineers	57
Degreed engineers	82

Commitment to Professional Staff

OpTerra's commitment to the professional development of our staff reflects the top-flight project team proposed to the Airport. Sponsorship includes:

- Project management training and certification
- Leadership training for supervisors and high potential employees, for example, executive education through Harvard Business School
- Professional Engineer license classes and certification
- Certified Energy Manager certification
- LEED certification

Communication and Media Offerings

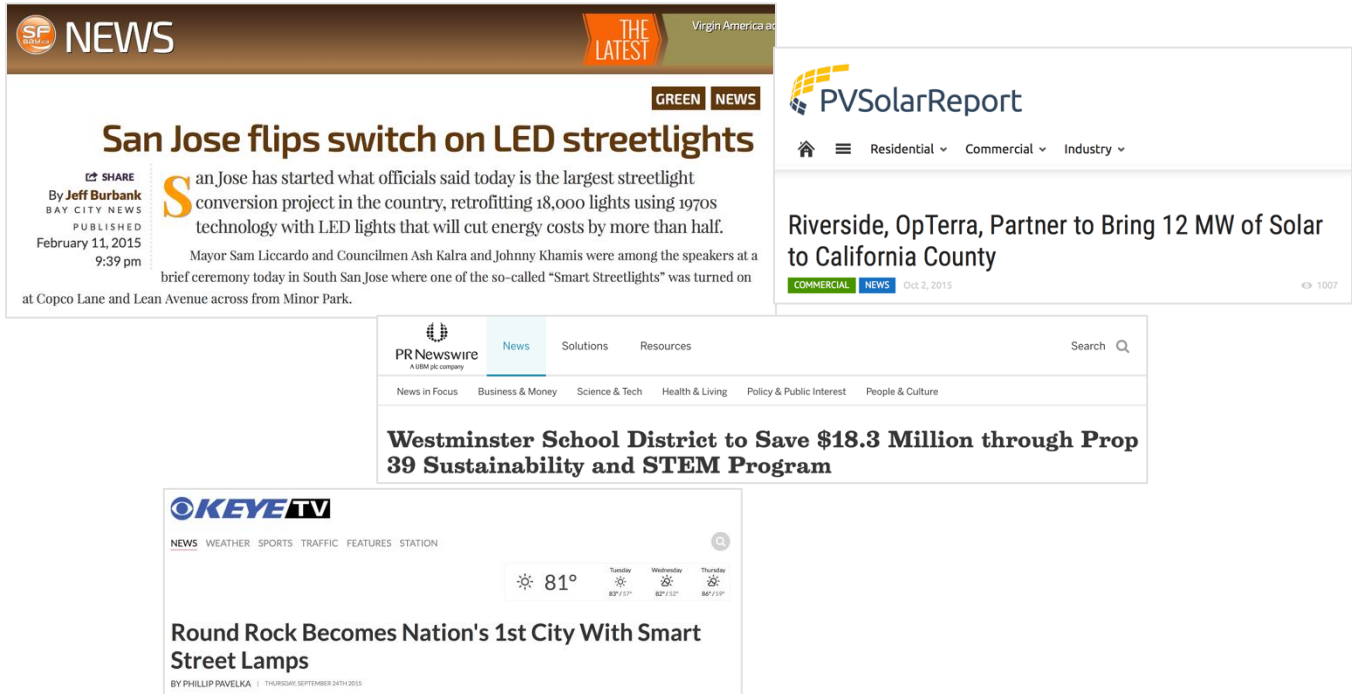
In order to effectively showcase the success of your energy program from pre-construction to implementation, OpTerra provides a suite of communications and public relations support to promote community awareness, engagement, and recognition for your strides toward sustainability during our partnership together. Your OpTerra team of energy experts is supported by additional OpTerra staff with over 25 years of experience in marketing, communications, and public relations — enabling us to help you tell your story to local stakeholders and build your legacy.



OpTerra has served hundreds of public agencies across the country over the past 40 years. We understand the importance of consistent briefings with your senior leadership and governing board throughout the development process to keep you informed, help identify unexpected challenges and opportunities along the way, and guide our collective efforts to promote the District in the best light. In addition to establishing regular check-in times between your staff and our project team on the ground, we create a communications roadmap to share ongoing news

about the life of your energy program with the local community from pre-construction to project implementation. From monthly board report updates to bi-monthly social media packages of photo and timeline content to share about ongoing construction highlights, we work with you to determine the right cadence of info you need to effectively communicate with citizens, passengers, and other stakeholders about the progress of the work to date.

Below are examples of OpTerra getting the word out on exciting energy projects.



The image displays three examples of news coverage and website content related to OpTerra projects:

- San Jose flips switch on LED streetlights:** A news article from SF NEWS by Jeff Burbank, dated February 11, 2015. The article reports that San Jose has started the largest streetlight conversion project in the country, retrofitting 18,000 lights using 1970s technology with LED lights that will cut energy costs by more than half. Mayor Sam Liccardo and Councilmen Ash Kalra and Johnny Khamis were among the speakers at a brief ceremony today in South San Jose where one of the so-called "Smart Streetlights" was turned on at Copco Lane and Lean Avenue across from Minor Park.
- PVSolarReport:** A website screenshot showing a navigation menu with "Residential", "Commercial", and "Industry" options. A featured article is titled "Riverside, OpTerra, Partner to Bring 12 MW of Solar to California County" dated Oct 2, 2015.
- PRNewswire:** A news article titled "Westminster School District to Save \$18.3 Million through Prop 39 Sustainability and STEM Program".
- KEYE TV:** A news article titled "Round Rock Becomes Nation's 1st City With Smart Street Lamps" by Phillip Pavelka, dated Thursday, September 24th 2015. The article includes a weather forecast for Round Rock, TX, showing a current temperature of 81° and a forecast for Tuesday (83°/57°), Wednesday (82°/52°), and Thursday (84°/53°).

Customer Satisfaction Surveys

- On the following pages we include recent and local customer satisfaction surveys from:
- City of Gonzales
- City of Livermore
- City of Yuba City (mid-construction)
- City of Yuba City (construction completed)
- Oak Grove School District (San Jose)



OPTERRA
ENERGY SERVICES

4020 Moorpark Avenue, Suite 100
San Jose, CA 95117

TO: Monterey Peninsula Airport District Board of Directors
FROM: Chris Morello, Planning & Development
SUBJ: Resolution No. 1667, Authorizing and Approving a Professional Services Agreement with Coffman Associates, Inc. for preparation of an Environmental Assessment for the proposed Airport Safety Enhancement Project and an Environmental Impact Report on the Proposed Airport Master Plan.

BACKGROUND.

A. Airport Master Plan

The proposed Airport Master Plan (AMP) is a facility-level planning study that sets forth a conceptual framework for possible future airport development within the AMP's 20-year planning horizon (2013-2033). The goal of the proposed AMP is to satisfy projected aviation demand, while considering cost-effectiveness and potential safety, environmental, and socioeconomic issues.

The California Environmental Quality Act (CEQA) process requires that the Board of Directors (Board) determine whether the proposed AMP (the recommended development alternative) may have significant environmental impacts before it considers the adoption of the proposed AMP. Based on the research and analysis provided in the AMP Initial Study that was presented to the Board in December 9, 2015, the Initial Study has determined that implementation of the proposed AMP has the potential to result in significant environmental impacts; therefore, the potentially significant impacts, as well as alternatives to the proposed AMP, and mitigation, must be further evaluated within an CEQA Environmental Impact Report (EIR).

B. Proposed Safety Enhancement Project

As a result of overall input during the AMP process as well as the input of the Federal Aviation Administration's (FAA) Airport District Office (ADO), in November 2015 the Board adopted its annual five-year Airport Capital Improvement Plan (ACIP), including the "Terminal and ARFF(Airport Rescue and Firefighting) Building Environmental Assessment (EA) (2016)."

Subsequently, MPAD Staff has been working with the FAA to secure planning grant funding for the National Environmental Protection Act (NEPA) EA costs for FAA FY 2016 grant funding. FAA has determined that an EA will be necessary for the proposed Safety Enhancement Project.

This project has several inter-related, connected actions associated with increasing the runway-taxiway separation to 327.5 feet between Taxiway A and Runway 10R-28L to provide additional runway-taxiway separation. These project components would include projects identified within the AMP including:

- Property acquisition (5.5 acres);
- South side frontage road construction;
- Southeast General Aviation (GA) hangar relocation;
- Terminal complex construction;
- Airport rescue and firefighting (ARFF) building relocation;
- Old terminal and old ARFF building demolition; and
- Taxiway A shift to 327.5 feet from Runway 10R-28L (including connector taxiways G and J)

Projects to be evaluated within the EIR include all projects recommended in the AMP, as well as an overall on-airport land use plan. The CEQA process includes a number of tasks which may or may not occur in tandem with the National Environmental Policy Act (NEPA) process being undertaken for the specific safety enhancement project listed above; therefore, this Scope of Services defines these tasks separately. Additionally, the CEQA process requires analysis for resources not evaluated for NEPA, as described in the following work scope. However, whenever possible, the NEPA and CEQA process items for the proposed safety enhancement project will occur concurrently to eliminate duplicate efforts.

Other short-term or intermediate-term projects identified in the AMP will also be evaluated at a project-specific level in this EIR. These projects include:

- Runway 10L-28R Overlay and Improvements (including precision approach path indicators [PAPI], and geometric improvements to Taxiways K and L); and
- North Side Access Road Construction

Finally, long-term projects will only be addressed within the EIR at a programmatic level due to the lack of project details available for projects likely to be implemented more than ten years from now. Future environmental analysis for these long-term projects will be required prior to approval. Specific long-term projects to be evaluated at the programmatic level include:

- North side General Aviation (GA) development
- Maintenance building construction
- Runway Protection Zone (RPZ) land acquisition (20 acres)
- RPZ aviation easement (14 acres)
- Taxiway B extension to the Runway 28L threshold

C. FAA Funding Process

The FAA provides planning grants based on negotiated agreements with professional firms, not cost estimates. In anticipation of a grant offer from the FAA, On April 4, 2016 the Airport widely distributed and published a Request for Qualifications (RFQ) notice to receive

qualifications for Planning, and Environmental Services, in strict accordance with AC 150/5100-14E.

The Airport received five (5) Statements of Qualifications (SOQ) submittals. The Airport reviewed and ranked the submitting firms using scoring criteria provided in the RFQ, an on-site interview, and background information provided by reference interviews. Coffman Associates, Incorporated (Coffman) was found to be the first ranked choice for negotiating a final contract that was subject to a mutual understanding of the scope of services and negotiation of a fair and reasonable fee for this project.

After agreement on the scope of work, that scope was submitted for an independent analysis to provide the independent fee estimate (IFE).

MPAD Staff has negotiated a proposed draft agreement with Coffman to prepare the Safety Enhancement Project environmental analysis/documentation (see attached). Activities within the scope of work are intended to meet both NEPA and CEQA requirements.

The FAA often provides a grant offer to Airport Sponsors like MPAD with very little time to execute the grant agreement and return it to the FAA. For this reason, annually when the Board adopts the ACIP, it includes in its resolution prior approval for the Executive Director to execute any and all documents necessary to effect the projects in the ACIP, including grant agreements.

District Staff's recommendation is to approve the consultant's contract now, conditioned upon a grant agreement being received for the work. As always, Staff will delay execution of a professional services agreement until the associated grant agreement is executed.

SCOPE OF WORK.

This proposed agreement includes the implementation of an Environmental Assessment for the proposed Safety Enhancement Project involving a Taxiway "A" shift, Terminal complex and Aircraft Rescue and Firefighting building relocation, and other connected actions. In order to meet CEQA requirements, the proposed agreement also includes the implementation of an Environmental Impact Report on the proposed Airport Master Plan. Both environmental documents will be processed concurrently.

BUDGET EFFECT.

The Safety Enhancement Project, is included in the adopted MPAD FY2016 Budget (CIP). A professional services agreement has been negotiated in an amount not to exceed \$2,374,186.00 (\$1,682,328.00 for the Environmental Assessment and \$691,858.00 for CEQA Documentation).

SOURCE OF FUNDS.

At the FAA's request, a grant application has been submitted to the FAA for AIP funding (using FAA-FY16 Entitlement funds to conduct the NEPA environmental review). As it has with

other FAA-funded projects, the District will “front” the cost of work associated with CEQA environmental review. Reimbursement of MPAD CEQA costs is anticipated as the construction of individual projects listed within the EIR are accomplished and submitted to and approved by the FAA. If the FAA chooses not to reimburse for CEQA, MPAD could include this cost in the PFC match or the District could absorb the estimated cost of \$691,858.00 from its reserves.

The FAA AIP grant application includes a FAA 90.66% (\$1,525,199.00) share of the estimated NEPA funding costs (Airport Improvement Program) and a 9.34% (\$157,129.00) District share (Passenger Facility Charges).

It is expected that the FAA will reimburse the \$691,858.00 CEQA costs using the same ratio.

IMPACT ON REVENUES.

The Airport Master Plan CEQA Environmental Impact Report (environmental analysis/documentation) will be funded completely with District monies with the potential for FAA grant reimbursement as the construction of individual projects listed within the EIR are accomplished.

SCHEDULE.

The EIR for the Master Plan Project is anticipated to be completed the beginning of 2018 calendar year and the EA for the Safety Enhancement Project is anticipated to be completed the end of 2018 calendar year.

IMPACT ON OPERATIONS.

Not Applicable.

CONTINGENCY.

None. The fees in the professional services agreement with Coffman Associates are “not to exceed.”

STRATEGIC PLAN.

Approval of the proposed draft Agreement with Coffman Associates implements Strategic Element No. 2 in the *Five-year Strategic Plan, Amended March 5, 2014*. More specifically, it implements Strategic Goal 2.3, by ensuring compliance with current state and federal regulations, and Strategic Goal 2.5, Monitor and Manage Approved Projects within the CIP & ACIP.

Additionally, the Master Plan Update implements Strategic Element No. 2, "Airport Capital Development," Strategic Goal 2.2 – *Airport Master Plan* by providing the community and public officials with proper guidance for future development at the Airport that will satisfy aviation demands while taking into account the potential environmental impacts of the proposed Airport Master Plan.

RECOMMENDATION.

Adopt Resolution No. 1667, authorizing and approving a professional services agreement with Coffman Associates, Inc. for preparation of an Environmental Assessment for the proposed Airport Safety Enhancement Project and an Environmental Impact Report on the Proposed Airport Master Plan.

The professional services agreement for the EA will not be executed, nor a Notice To Proceed (NTP) issued to Coffman for the work, until receipt/execution of an appropriate grant agreement from the FAA.

RESOLUTION NO. 1667

A RESOLUTION AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH COFFMAN ASSOCIATES, INC FOR PREPARATION OF AN ENVIRONMENTAL ASSESSMENT FOR THE PROPOSED AIRPORT SAFETY ENHANCEMENT PROJECT AND AN ENVIRONMENTAL IMPACT REPORT ON THE PROPOSED AIRPORT MASTER PLAN

WHEREAS, the Board of Directors of the Monterey Peninsula Airport District (MPAD) adopted the FY 2016 Airport Capital Improvement Plan (ACIP) on November 18, 2015, including the project titled *Terminal and Air Rescue and Firefighter Building Environmental Assessment-2016*; and

WHEREAS, representatives of the Federal Aviation Administration (FAA) have indicated a willingness to fund an Environmental Assessment (EA) for the Proposed Airport Safety Enhancement Project; and

WHEREAS, reimbursement of MPAD CEQA costs for the preparation of an Environmental Impact Report (EIR) for the Proposed Airport Master Plan is anticipated as the construction of individual projects listed within the EIR are accomplished and submitted to and approved by the FAA; and

WHEREAS, a grant application has been submitted to the FAA using Airport Improvement Program (AIP) FAA-FY2016 Entitlement funds to prepare the environmental documentation for the EA; and

WHEREAS, to that end MPAD Staff has negotiated a professional services agreement with Coffman Associates, Inc. to prepare the environmental documentation for the EA and EIR, in an amount not to exceed \$2,374,186.00; and

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: That MPAD contract with the firm of Coffman Associates, Inc. to prepare the an Environmental Assessment for the Proposed Airport Safety Enhancement Project and an Environmental Impact Report on the Proposed Airport Master Plan at the Monterey Regional Airport, and authorizing the Executive Director, or his designee, to execute said contract.

BE IT FURTHER RESOLVED THAT execution of the EA portion of said contract is conditioned upon receipt of a grant from the FAA in compliance with the scope of work and cost estimate provided to the FAA.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 13 day of July 2016, by the following roll call vote:

AYES: DIRECTORS:

NOES: DIRECTORS:

ABSTAIN: DIRECTORS:

ABSENT: DIRECTORS:

Signed this 13th day of July 2016

Mary Ann Leffel, Chair

ATTEST

Michael La Pier, AAE

MONTEREY PENINSULA AIRPORT DISTRICT

**MONTEREY REGIONAL AIRPORT
PROFESSIONAL SERVICES AGREEMENT WITH COFFMAN ASSOCIATES, INC.
FOR PREPARATION OF AN ENVIRONMENTAL ASSESSMENT FOR THE PROPOSED
AIRPORT SAFETY ENHANCEMENT PROJECT AND
AN ENVIRONMENTAL IMPACT REPORT ON THE PROPOSED AIRPORT MASTER PLAN**

This Agreement for Professional Services (“Agreement”) is made and entered into effective this ___th day of ____, 2016, by and between the Monterey Peninsula Airport District, a California special district (“District”), and Coffman Associates, Inc. a Missouri Corporation (“Consultant”).

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

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

NOW, THEREFORE, Consultant and District agree as follows:

1. Scope of Service.

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

2. Completion Schedule.

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

3. Compensation.

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

The Consultant shall be paid for authorized and satisfactorily completed services on a lump sum fee basis with a not to exceed fee as identified below.

Tasks	Fee
Environmental Assessment	\$1,682,328.00
Environmental Impact Report	\$ 691,858.00

4. Billing.

Consultant shall submit to District an itemized invoice, prepared in a form satisfactory to District, describing Consultant's services and fees for the period covered by the invoice. Except as specifically authorized by District, Consultant shall not bill District for duplicate services performed by more than one person. Consultant's bills shall include the following information to which such services or costs pertain:

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

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

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

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

5. Additional Services.

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

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

6. Additional Copies.

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

7. Responsibility of Consultant.

(a) By executing this Agreement, Consultant agrees that Consultant is apprised of the scope of work to be performed under this Agreement and Consultant agrees that said work can and shall be performed in a fully competent manner. By executing this Agreement, Consultant further agrees and warrants to District that Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide District the services contemplated under this Agreement and that District relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees and warrants that Consultant shall follow the current, generally accepted practices of the profession to make findings, render opinions, prepare factual presentations and provide professional advice and recommendations regarding the project for which the services are rendered under this Agreement.

(b) Consultant shall assign a single project director to have overall responsibility for the execution of this Agreement for Consultant. James M. Harris is hereby designated as the Principal-In-Charge for Consultant. Any changes in the Principal-In-Charge designee shall be subject to the prior written acceptance and approval of District's Executive Director.

8. Responsibility of District.

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

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

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

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

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

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

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

9. Acceptance of Work Not a Release.

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

10. Indemnification and Hold Harmless.

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

11. Insurance.

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

(b) Consultant shall maintain the following limits:

General Liability

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

Automobile Liability:

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

Workers Compensation..... Full Liability Coverage

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

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

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

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

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

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

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

12. Access to Records.

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

13. Assignment.

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

14. Changes to Scope of Services.

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

15. Compliance with Laws, Rules, and Regulations.

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

16. Licenses.

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

17. Exhibits Incorporated.

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

18. Independent Contractor.

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

19. Integration and Amendment.

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

20. Jurisdiction.

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

21. Severability.

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

22. Notice to Proceed; Progress; Completion.

Upon execution of this Agreement by all parties, District shall give Consultant written notice to proceed with the work. Such notice may authorize Consultant to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the work authorized and complete it within the agreed time period specified in said notice.

23. Ownership of Documents.

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

24. Subcontractors.

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the work to be performed under this Agreement. Consultant shall be responsible to District for the actions of persons and firms performing subcontract work. The subcontracting of work by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this Agreement. In the event that Consultant subcontracts a portion of the work to be performed under this Agreement with an individual or entity that is not listed as part of the Project Team in Exhibits A and B, Consultant shall provide notice to District in advance of entering into such subcontract.

25. Termination.

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

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

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

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

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

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

26. Audit and Examination of Accounts.

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

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

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

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

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

27. Notices.

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

Chris Morello, Planning & Development Department
Monterey Peninsula Airport District
200 Fred Kane Dr., Suite 200
Monterey, CA 93940

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

James M. Harris, P.E., President
Coffman Associates, Inc.
4835 E. Cactus Road
Suite #235
Scottsdale, AZ 85254

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

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

28. Nondiscrimination.

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

29. Conflict of Interest.

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

30. Headings.

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

31. Multiple Copies of Agreement.

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

32. FAA Requirements.

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

33. Completion Schedule for Performance of Scope of Services.

Time shall be of the essence on the Agreement and on each and every covenant and condition hereof. Consultant shall be responsible for all expenses for the selection and employment of such staff as will enable Consultant to perform its services diligently and skillfully in order to complete the stated services in an expeditious manner and in accordance. The environmental services shall be completed in accordance with an approved schedule exclusive of review time by the District and FAA.

34. Conditional Approval.

This agreement for the Scope of Services for the Environmental Assessment is specifically conditioned upon receipt/execution of an appropriate grant offer/agreement from the Federal Aviation Administration (FAA). In the event that a grant offer is not received from the FAA, the Scope of Services Exhibit A will be considered null and void and unenforceable.

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

MONTEREY PENINSULA AIRPORT DISTRICT:

CONSULTANT:

Mary Ann Leffel,
Board Chair

James M. Harris, P.E.,
President

RECOMMENDED FOR APPROVAL:

AFFIX DISTRICT SEAL:

Michael La Pier, AAE
Executive Director

APPROVED AS TO FORM:

Scott Huber,
District Counsel

Attachments:

Exhibits	A and B - Scope of Services, consisting of sixty-one (61) pages.
Exhibit	C - Additional Services, consisting of one [1] page.
Exhibit	D - Fees for Additional Services, consisting of one [1] page.
Exhibit	E - FAA Requirements, consisting of twelve [12] pages.

EXHIBIT A

**SCOPE OF SERVICES FOR
MONTEREY REGIONAL AIRPORT
FOR
AN ENVIRONMENTAL ASSESSMENT
OF A PROPOSED SAFETY ENHANCEMENT PROJECT INVOLVING
A TAXIWAY “A” SHIFT, TERMINAL COMPLEX AND AIRCRAFT RESCUE AND FIREFIGHTING
BUILDING RELOCATION,
AND OTHER CONNECTED ACTIONS**

General Project Description

The project is described as the planning and environmental services necessary to complete the required environmental analysis and documentation to carry out a proposed safety enhancement project at Monterey Regional Airport (Airport). Based on the need for several federal actions, including federal funding and revisions to the Airport Layout Plan to depict the proposed project, the preparation of an Environmental Assessment (EA) will be required prior to project implementation.

The preparation of an Environmental Impact Statement (EIS), should it prove necessary, is not included within this Scope of Services. In addition, this Scope of Services is to allow the Monterey Airport Peninsula District (MPAD) to enter into a contract with an EA consultant for purposes of accomplishing environmental review; it will not make determinations regarding whether or not a specific task or subtask within the Scope of Services or any of the individual project components will be eligible for reimbursement under an Airport Improvement Program grant.

The EA will be prepared pursuant to the requirements of Section 102(2)(c) of the *National Environmental Policy Act (NEPA) of 1969* (Public Law [P.L.] 91-190, Title 42 United States Code [USC] Sections 4321 et. seq.), as outlined in Title 40 Code of Federal Regulations (CFR) Sections 1500-1508. The format and subject matter included within the EA will conform to the requirements and standards set forth by Federal Aviation Administration (FAA) as contained principally in FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*, and appropriate items in Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions*. The FAA will serve as the Lead Agency in the NEPA process. MPAD acknowledges that FAA policy precludes the FAA from issuing amendments to increase the dollar amount of existing planning grants.

The proposed safety enhancement project to be evaluated in the EA includes several inter-related, connected actions associated with increasing the runway-taxiway separation to 327.5

feet (ft) between Taxiway A and Runway 10R-28L to provide additional runway-taxiway separation. These project components would include:

- Property acquisition (5.5 acres);
- South side frontage road construction;
- Southeast General Aviation (GA) hangar relocation;
- Terminal complex construction;
- Airport rescue and firefighting (ARFF) building relocation;
- Old terminal and old ARFF building demolition; and
- Taxiway A shift to 327.5 ft from Runway 10R-28L (including connector taxiways G and J)

The following Scope of Services identifies the tasks and subtasks necessary for specific detailed technical analysis.

Task One – INVENTORY

Subtask 1.1 – Study Design

Detailed descriptions of each work item required for completion of environmental studies on the proposed safety enhancement project will be prepared. Initial and final draft copies of the work program will be delivered to the Sponsor for comments. The final product of this subtask will be a Scope of Services which will be attached and made a part of the project contract documents.

Each subtask to be performed will be evaluated to estimate the number of person-days necessary to accomplish the work efforts and the cost per person-day based on the billing classifications of the planning professionals assigned. Expenses for travel, materials, reproduction and printing, and miscellaneous study-related costs will also be estimated. When estimated person-days have been established, they will provide input to the development of a project schedule identifying allowable time frames for major phases of the study. This schedule will also identify milestones for deliverables of each task to be submitted for review. A detailed task-by-task itemization of project person-days and costs with a final project time schedule in graphic form will be attached to all copies of the final work scope.

Responsibilities:

Consultant: Responsible for this subtask.

Sponsor: Review.

Product: Final Scope of Services and project schedule.

Subtask 1.2 – Inventory and Project Initiation Meeting

After the notice-to-proceed is issued, a project initiation meeting will be held with the Sponsor, Consultant, and principal subconsultants. The purpose of the meeting will be to discuss the scope, timeframe, agency scoping, and public involvement for the project as well as the various roles and responsibilities. Study areas for the assessment of land use compatibility, traffic, and cumulative projects will be determined. (NOTE: Per the FAA Order 1050.1F Desk Reference [July 2015], the study area for cumulative impacts analysis is the same area as has been defined for a project's direct and indirect impact analysis and thus may be different for the various impact categories. These additional impact study areas will be defined within the specific impact categories in Task Five.)

Additionally, information will be obtained regarding known environmental issues as they relate to the proposed airport improvements. The proposed areas of disturbance will be visited and photographed.

The meeting and site visit associated with this subtask will be attended by up to four (4) Consultant team members.

Responsibilities:

Consultant: Responsible for this subtask.

Sponsor: Attendance at project initiation meeting. Contact FAA to allow for their participation, if desired.

Product: Attendance at project initiation meeting by four (4) Consultant team members; preparation of land use inventory; project site visit.

Task Two – AGENCY COORDINATION AND INITIAL PUBLIC WORKSHOP

Subtask 2.1 – Agency Coordination

After receiving the notice-to-proceed for the project, an agency coordination list and scoping packet will be prepared for the EA. The scoping letter will announce the preparation of the EA and will solicit input regarding known environmental resources and environmental issues or concerns related to the project area. Coordination letters and materials will be sent to up to 50 agencies or interested members of the public for review. A draft scoping letter, exhibits, and agency coordination list will be submitted to FAA for approval prior to being circulated to the agencies.

Responsibilities:

Consultant: Responsible for this subtask.

Sponsor: Review. Submit draft materials to FAA.

Product: Prepare project materials for submittal to the various resource agencies. Send scoping materials to a maximum of 50 local, state, and federal agencies and interested members of the public.

Subtask 2.2 – Public Information Workshop #1

An initial public information workshop will be conducted at the onset of the EA study. The purpose of this workshop will be to educate the public on the NEPA processes as well as to allow an opportunity to learn about, and comment on, the proposed airport improvements. The workshop will consist of information stations for identification of specific issues. In addition, an opportunity will be given for attendees to submit formal, oral comments that will be recorded for the administrative record. Comments received during the meeting will be summarized and included within a chapter or an appendix of the EA. Presentation materials, primarily in the form of display boards, will be prepared for the workshop.

Notification of the workshops will be accomplished using press releases, newspaper advertising, email blasts, and direct mailings to adjacent landowners, interested citizens, neighborhood associations, and other groups in the area that may have an interest in the environmental documents.

Up to four (4) Consultant team members will attend the workshop in order to allow for one-on-one interaction with the public.

Responsibilities:

Consultant: Prepare mock-ups of newspaper advertisements, email blasts, and direct mail workshop announcements, as requested. Provide facilitation, technical presentations, and related graphics for the meetings. Prepare summary of workshop for inclusion within the documents.

Sponsor: Provide names for mailing list and pay for direct mailings. Conduct email blasts. Review, approve, and send press releases to local media. Approve mock-ups of meeting advertisements. Arrange and pay for placement of ads in local newspapers. Arrange and pay for meeting room and for recording of any formal oral comments.

Product: News releases, meeting advertisements, display boards and charts, direct mail and email flyers, workshop attendance by up to four (4) members of Consultant project team, workshop summary.

Task Three – PROJECT DEFINITION

Subtask 3.1 – Preparation of Project Purpose and Need

A detailed statement of the purpose and need for the proposed project will be prepared that describes airport project components and forecasts. This statement will clearly identify and describe the Proposed Action, the purpose and timeframe of the Proposed Action, and the need for the Proposed Action.

It is assumed that the 2014 FAA-approved forecasts developed as part of the recent Airport Master Plan (AMP) effort will be acceptable for use within the EA and no further refinement will be needed. Should the forecasts need to be revisited, a modification to this Scope of Services will be required.

Responsibilities:

Consultant: Responsible for subtask. Prepare EA chapter.

Sponsor: Review.

Product: Chapter One of the EA.

Subtask 3.2 – Define Alternatives

An alternatives screening process will be developed to identify the criteria to be used in the EA to determine the appropriate alternatives to be carried forward throughout the analysis. Design alternatives for projects such as the terminal and roadway improvements will be reviewed as well as the required No Action alternative (see Subtask 3.2.1). As needed, the alternatives will be refined based on the requirements of FAA Orders 1050.1F and 5050.4B. This Scope of Services includes the analysis of three (3) reasonable design alternatives, as determined by the FAA.

The alternatives discussion for the EA will be prepared and will include a description of the alternatives screening process; a listing of the alternatives considered; an explanation of why any preliminary alternatives were eliminated from future study; and the operational and functional advantages and disadvantages of the reasonable alternatives.

Responsibilities:

Consultant: Perform review and prepare description of alternatives in accordance with FAA Orders 1050.1F and 5050.4B. Prepare EA chapter.

Sponsor: Review.

Product: Preliminary alternatives analysis. Chapter Two of the EA.

Subtask 3.2.1 – Engineering Support and Preliminary Design (up to 15%)

This subtask is to provide engineering assistance and up to 15% complete project design in support of the environmental documentation required for the terminal and roadway improvements. The primary components of this subtask are as follows:

- a. **Research:** Complete a review and compilation of existing site conditions based on readily available information.
- b. **Geotechnical:** Prepare a Geotechnical Analysis (detailed information below)
- c. **Survey:** Prepare a Preliminary Survey with an emphasis on topography, drainage, utilities and Right of Way (detailed information below):
- d. **Conceptual (10% or less complete design):** Prepare conceptual layouts for up to three project alternatives. Layouts will depict major project components and take into account existing conditions, Airport Design Standards and preliminary engineering feasibility based on the information generated by the geotechnical and survey referenced above (up to 2 plan sheets per Alternative showing plan view and critical cross sections). Prepare Rough Order of Magnitude, Probable Costs of Construction for the conceptual alternatives addressed. Taking into account the information obtained in the survey and geotechnical efforts, assist in a determination of which of the conceptual alternatives are feasible and should be fully evaluated within the EA.
- e. **15% design of up to three (3) Alternatives:** Complete Preliminary Design (up to 15%) of up to three alternatives, based on the feasibility analysis performed above. This design will include the following project deliverables:
 - Grading (up to 3 plan sheets)
 - Drainage Infrastructure (up to 3 plan sheets)
 - Utilities (up to 3 plan sheets)
 - South Side Frontage Road Layout (up to 3 plan sheets)
 - Terminal Complex Layout (up to 3 plan sheets)
 - Preliminary Engineering Design Report (EDR) (including design considerations to date)

and a Preliminary Probable Cost of Construction)

Responsibilities:

Consultant: Provide general project information to subconsultant, gather needed data from the Sponsor, provide contract oversight, and review materials.

Subconsultant: Responsible for this subtask.

Sponsor: Review.

Product: Deliverables up to three (3) copies of:

- Topographical survey
- Geotechnical report
- A total of up to 15 plan sheets (including both the conceptual and 15% design)
- A Preliminary EDR

Task Four – AFFECTED ENVIRONMENT

Subtask 4.1 – Review Existing Environmental Information

This subtask will utilize a number of resources such as the internet, previously prepared environmental studies, such as those conducted for the recently constructed runway safety area improvements and an ongoing EA for an infield rehabilitation project, as well as the Environmental Overview, the Biological Constraints Study, and the Historic Resources Assessment and Survey Report prepared in support of the draft Airport Master Plan (AMP), and comments received from the various resource agencies. Various local, state, and federal agencies will be consulted and coordinated with, as appropriate, based on initial agency coordination (Subtask 2.1). Documentation and maps will be prepared to depict known environmental resources and sensitivities.

Responsibilities:

Consultant: Responsible for subtask.

Sponsor: Review.

Product: Initial mapping of known environmental sensitivities.

Subtask 4.2 – Description of Affected Environment

Utilizing the information gathered during Subtask 4.1 and the inventory efforts described in the subtasks below (for those areas requiring more detailed analysis), descriptions of the affected environment will be prepared to succinctly describe the environment of the area(s) to be affected by the proposed project components and/or alternatives under consideration. Data and discussions shall be commensurate with the importance of the impact, with less important material summarized, consolidated, or referenced. All resource categories included in FAA Order 1050.1F will be addressed in some manner at an appropriate level of detail.

The description of the affected environment will include the following information:

- Location map and existing airport facilities maps;
- Summary of FAA Order 1050.1F resource categories that do not occur at the Airport, for example, coastal resources and wild and scenic rivers;
- Air quality and greenhouse gas (GHG) conditions and regulations applicable to the Proposed Action;
- Existing and planned land uses and zoning in the defined project study area, including noise-sensitive land uses, Section 4(f) resources, and adjacent political jurisdictions potentially affected by the proposed development;
- Summary of the Airport's existing Historic Resources Assessment and Survey Report (2014);
- Identification of biological resources, wetlands, floodplains, historic facilities, archaeological sites, and other natural or cultural resources known to occur at the Airport;
- Any known safety, hazardous materials, water quality, and/or solid waste disposal issues associated with the Airport;
- Sources and availability of natural resources, including water, and energy sources;
- Community characteristics (population, industry, growth, future land use) and assumptions used to determine socioeconomic impacts;
- Other planned or developed activities in the defined project study area, (i.e., other transportation projects, housing development, relocation, etc.) which are interrelated to the Proposed Action and/or which would produce cumulative impacts.

Responsibilities:

Consultant: Responsible for subtasks. Prepare EA chapter.

Sponsor: Review.

Product: Chapter Three of the EA.

Subtask 4.2.1 – Air Quality Inventory

An air quality emissions inventory and documentation of air quality conditions for the region will occur through the following activities:

Identify Applicable Guidelines and Evaluation Criteria. Under this subtask, both federal and state guidelines and regulations pertaining to the assessment of airport sources of air emissions will be identified and evaluated. These will include (but not limited to) a review of relevant FAA, United States (U.S.) Environmental Protection Agency (EPA), California Environmental Protection Agency Air Resources Board (CARB), and Monterey Bay Air Resources District (MBARD) guidelines regarding air quality and hazardous air pollutants (HAPs).

Collect and Review Available Sources of Information and Supporting Materials. Useful information, data, and other materials pertaining to air quality in the Monterey area already exist (or are under development). This subtask will involve the identification, collection and evaluation of these resources which will include the following:

- State Implementation Plans (SIP)/Air Quality Management Plans (AQMPs), such as MBARD's *Triennial Plan Revision* (2009-2011), adopted April 17, 2013; and
- Ambient air quality monitoring and meteorological data for the local air shed.

This subtask will also include airport-specific documentation of the types and characteristics of emission sources associated with the operation of the Airport, if available, including any airport-related HAPs.

Responsibilities:

Consultant: Gather general air quality data. Prepare EA discussion.

Sponsor: Provide needed background materials; review.

Product: Inventory of existing air quality.

Subtask 4.2.2 – Biological Resources Inventory

Consultant will conduct background research and literature reviews of existing documents outlining biological resources at the Airport including the Airport's Biological Constraints Report and the Wildlife Habitat Assessment Report to identify all species known to occur at the Airport. Background research will also include queries of the California Natural Diversity Database (CNDDDB), United States Fish and Wildlife Service (USFWS) Critical Habitat Mapper and Information for Planning and Conservation (IPaC) databases, and species lists from the USFWS and California Native Plant Society (CNPS) to determine if special-status species have been recorded in the vicinity of the project. These records will be compiled into species lists and maps for use during field surveys.

Consultant will conduct a series of seasonally-timed field surveys (two spring and two summer surveys) to record existing conditions in a Biological Study Area (BSA) which will encompass all areas within the proposed project footprint, all access routes, all staging areas, and an additional 250-foot survey buffer. The surveys will be focused on habitat assessment for federally listed or other federal special-status species (e.g. migratory birds). Consultant biologists will record any occurrences of these special-status species, and will capture photos and Global Positioning System (GPS) data points of sensitive biological resources for incorporation into project maps and technical reports. The scope of work and cost estimate includes species-specific surveys following approved protocol for up to five (5) species.

Consultant will prepare a Biological Evaluation (BE) and a Biological Assessment (BA) to summarize the findings of the background research and the field survey for federally listed species. The BE and BA will be prepared using formats that conform to FAA and USFWS requirements. The BE will include survey methods, results of the survey, a map of habitats in the BSA, site photographs, a list of species observed, a discussion of impacts that may result from implementation of the proposed project, and recommended avoidance and minimization or mitigation measures as appropriate. The BA will discuss federal listed species only as required by Title 50 Code of Federal Regulations (CFR) §402.12. Per USFWS policy, the BA will only provide an assessment of the Sponsor's preferred alternative.

Additionally, other federal, state, and local regulations concerning the biological environment of the project area will be summarized. These regulations may include, but are not limited to, the *Migratory Bird Treaty Act of 1918*, wildlife strikes, and local biological ordinances.

Responsibilities:

Consultant: Provide general project information to subconsultant, provide contract oversight, and review materials. Prepare EA discussion. Perform field studies and prepare associated technical report.

Subconsultant: Responsible for subtask.

Sponsor: Provide additional available background materials; review and provide on airport escort services if necessary.

Product: Inventory of existing biological resources and technical report, which will be used for agency coordination purposes.

Subtask 4.2.3 – Greenhouse Gases/Climate Change Inventory

A greenhouse gas (GHG) inventory and documentation of GHG/climate conditions for the Airport and the region will occur through the following activities:

Identify Applicable Guidelines and Evaluation Criteria. Under this subtask, both federal and state guidelines and regulations pertaining to the assessment of airport sources of GHGs will be identified and evaluated. These will include (but may not be limited to) a review of the following:

- Council of Environmental Quality (CEQ) Revised Draft Guidance for Greenhouse Gas Emissions and Climate Change Impacts;
- FAA Aviation Emissions and Air Quality Handbook, Version 3, Update 1;
- Relevant sections of FAA Order 1050.1F and the July 2015 Desk Reference; and
- CARB policy and guidance, including their website: www.arb.ca.gov.

Collect and Review Available Sources of Information and Supporting Materials. Useful information, data, and other materials pertaining to air quality in the Monterey area already exist (or are under development). This subtask will involve the identification, collection and evaluation of these resources which will include the following:

- Draft *Monterey County Municipal Climate Action Plan* (April 2013); and
- Ambient GHG monitoring and meteorological data for the local air shed.

This subtask will also include airport-specific documentation of the types and characteristics of GHG sources associated with the operation of the Airport, if available.

Responsibilities:

Consultant: Gather general GHG/climate change information. Prepare EA discussion.

Sponsor: Provide needed background materials; review.

Product: Inventory of existing GHGs and the status of climate action plans for the region.

Subtask 4.2.4 – Archaeological and Cultural Resources Inventory and Impact Evaluation

In compliance with Section 106 of the *National Historic Preservation Act* (NHPA), Consultant has identified the following specific subtasks to be completed for the cultural resources study:

APE Map. Consultant will assist in the preparation of a project Area of Potential Effect (APE) map, which will delineate the project study area. This figure will depict all areas that are expected to be affected by the proposed project, including staging and construction access areas. It will be plotted on an aerial photograph at a scale of approximately 1" = 200' for survey and report presentation purposes, as well as on the appropriate United States Geologic Survey (USGS) 7.5' quadrangle map for use in FAA consultation with the State Historic Preservation Office (SHPO). The purpose of the project APE is to ensure identification of significant cultural resources that may be listed in, determined eligible for, or appear to be eligible for listing in the National Register of Historic Places (NRHP) that may be affected, either directly or indirectly, by the proposed project.

Records Search and Literature Review. Compliance with federal cultural resources regulations requires that an affirmative search be undertaken to identify properties listed in, determined eligible, or eligible for listing in the NHRP that may be affected by the proposed project. Consultant will perform a records search for the project area at the Northwest Information Center (NWIC) at Sonoma State University. The NWIC is the regional office of the California Historical Resources Information System (CHRIS); the primary purpose of the records search is to acquire site records for all previously recorded cultural resources within, or within 0.5 mile of, the project area, as well as copies of all previous cultural resources studies. A map showing the results of the literature search, including areas previously inventoried and previously recorded sites, will be provided. This Scope of Services assumes the records search will take no more than 2 hours and that it will be conducted at standard rates.

NOTE: No meetings with Native Americans are included in this proposal, nor does this consultation constitute government-to-government consultation under Senate Bill 18 of 2005 (SB 18) or Assembly Bill 52 (AB 52).

Cultural Resources Field Visit. Upon completion of the CHRIS records search, a Phase I intensive pedestrian survey of the entire APE will be conducted. An archaeologist will conduct the survey utilizing pedestrian transects spaced at maximum intervals of 10-15 meters, covering all portions of the project area. This Scope of Services does not include the recordation of any cultural resources. No testing or excavation will be conducted, nor will any artifacts, samples, or specimens be collected during the survey.

Cultural Resources Technical Report. A cultural resources technical report (see also Subtask 5.7). will be prepared that summarizes the results of the cultural resources studies, as well as provide recommendations for avoidance, minimization, or mitigation for potential impacts for resources within or near the project area and include maps depicting the areas included in the survey. Consultant assumes that an electronic draft of this report and figures will be submitted for review. Consultant assumes that two rounds of review will be necessary prior to the production of the final report. If the locations of sensitive archaeological sites or Native American cultural resources are shown or described in the report, the report will be considered confidential.

Cultural Resources Draft *National Historic Preservation Act* (NHPA) – Internal Draft *National Historic Preservation Act*, Section 106 Documentation and Impact Evaluation. The Consultant will prepare an internal draft of *National Historic Preservation Act*, Section 106, consultation documentation meeting the requirements of 36 CFR 800 and including the following items for an internal review draft by the MPAD and subsequently the FAA:

- Identification of the Direct Area of Potential Effect (APE) (Where physical changes will occur that could affect historic properties);
- Identification of the Indirect Area of Potential Effect (Where other project impacts could occur which could indirectly affect historic properties (i.e. noise, visual impacts);
- Identification of historic properties on or eligible for the National Register of Historic Places within the Direct and Indirect area of Potential Effect;
- Assessment of effects of the Proposed Action on historic properties on or eligible for the National Register of Historic Places within the Direct or Indirect Area of Potential Effect including a determination of the following:
 - No historic properties in the Direct and Indirect APE.
 - Historic properties present in the APE, but the project has no effect on historic properties
 - Historic properties present in the APE, and the project is not likely to affect any historic property in the APE
 - Historic properties present in the APE, and the project would result in an adverse effect on historic properties, with inclusion of suggested measures to resolve the adverse effects.

MPAD and FAA will provide comments on the internal Draft *National Historic Preservation Act*, Section 106 documentation within 30 days of receipt. Consultant will make corrections within 15 days of receipt of comments from MPAD and FAA.

Consultant will provide Cultural Resources NHPA Section 106 *National Historic Preservation Act* Section 106 documentation and impact evaluation suitable for FAA transmittal by cover letter

to the California State Historic Preservation Officer (SHPO).

Consultant will address any comments provided to the FAA by the California SHPO regarding further protective measures for historic properties, if any, needed to receive a final determination from the California SHPO necessary to complete the NHPA, Section 106 process.

Memorandum of Agreement or Programmatic Agreement. If significant cultural resources are identified as a result of the cultural resources literature review or field visit, a draft Memorandum of Agreement or Programmatic Agreement will be prepared for FAA review and action. In this case, data recovery or other additional site investigation is likely to be required, and an amendment to this Scope of Services will be necessary.

Responsibilities:

Consultant: Provide general project information to subconsultant, provide contract oversight, and review materials. Summarize information from existing Historic Resources Assessment and Survey Report. Prepare EA discussion.

Subconsultant(s): Responsible for subtask.

Sponsor: Provide needed background materials, including previous field surveys; review.

Product: Review of existing cultural and historical resource reports; preparation of section in Chapter 3 of EA; cultural resources survey and impact report; Memorandum of Agreement or Programmatic Agreement, if necessary.

Subtask 4.2.5 – Identify Existing Land Use and Zoning

This subtask will identify and review existing land use and zoning in the defined project study area. Information gathered during the recently completed AMP process will be verified through coordination with the various jurisdictions surrounding the Airport with regards to existing land uses, zoning, and planned future development. During the initial inventory and meeting, a “windshield survey” of the study area defined in Subtask 1.2 will be conducted to confirm or complete the available land use data, in particular noting the locations of noise-sensitive land uses such as residences, schools, places of worship, hospitals, and nursing homes.

Responsibilities:

Consultant: Gather data, perform windshield survey, prepare EA discussion.

Sponsor: Assist in defining the appropriate study area, provide needed background materials; review.

Product: Inventory of existing land use and associated regulations within the project study area.

Subtask 4.2.6 – Natural Resources, including Water, and Energy Use/Supply Inventory

This subtask will involve a discussion of the availability of natural resources in Monterey County, including sources of fill dirt, wood, asphalt, and aggregate for construction. The suppliers of energy resources such as electricity, natural gas, and petroleum products in the region will be identified as well. This subtask will also address the current water situation in Monterey County and at the Airport, including existing sources of water and available projections for future supplies. (NOTE: Water supplies as they relate to groundwater will also be addressed in Subtask 4.2.11.) Finally, this subtask will include information from the AMP's recommended Sustainability program regarding the Airport's existing sustainability practices as they pertain to natural resource and energy usage.

Responsibilities:

Consultant: Gather data, prepare EA discussion.

Sponsor: Provide needed background materials; review.

Product: Inventory of existing natural resources and energy supply for Monterey County and the Airport.

Subtask 4.2.7 – Noise and Compatible Land Use

Research Existing Operational and Fleet Mix. An existing operations estimate (2015) for the Airport will be prepared based upon FAA airport traffic control tower logs for the latest 12 months available. Commercial airline/cargo landing reports, FAA sources, and based aircraft will be used to develop aircraft fleet mix information for input into the FAA-required noise and air quality Aviation Environmental Design Tool (AEDT) version 2b (or newer version if a newer version is released prior to initiating the analysis). Forecast operations and fleet mix from the 2015 Airport Master Plan noise analysis will be used. The Airport will provide the most recent landing reports and list of based aircraft for the airport.

Radar Flight Tracking Analysis. In order to develop accurate, reliable, and valid noise contours, the AEDT requires the input of reasonable arrival and departure flight tracks for the airport. Coordination with the Oakland TRACON will be undertaken through the FAA to request STARS flight track data in digital form and converted to a format compatible with AEDT. Flight track data will be broken down by aircraft type for arrivals and departures and mapped on the study area base map. Generalized flight tracks for various classes of aircraft will be developed for noise modeling based on an analysis of the raw flight track data. An aircraft profile analysis will

also be prepared using the flight track data.

Departure profile data from the AEDT will also be compared to actual aircraft profile information developed from the radar flight track data obtained from earlier in this subtask. Up to four (4) aircraft types will be compared based on data available from the radar flight tracking analysis. This will be used to evaluate aircraft departure profile parameters in the AEDT.

Existing Noise Contours. Using the operational fleet mix information and flight track data for the Airport, existing condition (2015) noise exposure contours will be prepared. Contours will be calculated using FAA's AEDT. Exhibits suitable for NEPA documents will be prepared depicting the noise exposure contours overlain on available aerial imagery. This subtask also includes a supplementary effort to check the AEDT model outputs with those obtained using the former FAA Integrated Noise Model effort, if deemed necessary. This supplemental effort will only be undertaken after a specific order to proceed from the MPAD, which would be based on communications with the FAA.

Responsibilities:

Consultant: Prepare the existing operations and fleet mix for input into the AEDT. Map, analyze, and prepare the flight track and departure profile analysis. Prepare existing noise exposure contours.

Sponsor: Provide requested information and review the Consultant's analysis.

Product: Existing operations and fleet mix for input into the AEDT. Plots of up to five (5) days of aircraft flight tracks and aircraft departure profile analysis for evaluating the aircraft departure parameters in the computerized noise model. Updated existing noise exposure contours.

Subtask 4.2.8 – Socioeconomic Information, including Public Services, Utilities, and Transportation

Per the Desk Reference for FAA Order 1050.1F (July 2015), this section will include the following areas:

- Regional and local economic activity, income, and employment, including the size of local population centers, the distance from the Airport to these areas, the nature of the local economies, and local tax bases. The Bureau of Labor Statistics website will be queried to obtain information on the labor force, including unemployment statistics, consumer price indexes, productivity, and demographic characteristics of the labor force. Available information regarding tourism in the Monterey Bay area will also be reviewed.

- General population and housing information from the U.S. Census Bureau and from the County or regional councils of government will be researched and reported.
- Public service providers will be identified as they relate to the Airport (and the surrounding communities to provide the basis for a discussion of cumulative impacts).
- Existing traffic volumes, circulation patterns, and alternative transportation facilities within the airport environs will be addressed through a Traffic Impact Study prepared in Subtask 5.11.

Responsibilities:

Consultant: Gather data; prepare EA section.

Sponsor: Review the Consultant’s analysis.

Product: Socioeconomic inventory, including regional and local socioeconomic characteristics, the availability of public services, and existing traffic conditions.

Subtask 4.2.9 – Environmental Justice/Children’s Environmental Health and Safety Risks Data

Census data describing minority and low-income populations in the area will be gathered to assist with economic justice analyses. Data to be gathered includes population, race, income, and other economic information from the U.S. Census Bureau, the State of California, councils of government, and local and county agencies. The information will be mapped with the use of GIS software. Information regarding the number and age of children living in the area, in addition to schools, daycares, parks, and children’s health clinics within the study area, will also be gathered and reported.

Responsibilities:

Consultant: Gather data, prepare maps as necessary. Prepare EA discussion.

Sponsor: Review.

Product: Inventory of demographics within airport environs and the project study area.

Subtask 4.2.10 – Existing Light Emissions, Glare, and Visual Resources Inventory

This subtask will include a general discussion of the sources of lighting and glare at the Airport. Unique visual resources and designated scenic view sheds and roadway corridors within the project study area will be identified. An inventory of historic properties, parks, traditional

cultural properties, and light-sensitive wildlife corridors within the project study area (and as provided in those resource sections of the EA) will also be referenced in this discussion.

Responsibilities:

Consultant: Gather data, prepare maps as necessary. Prepare EA discussion.

Sponsor: Review.

Product: Inventory of light and glare sources and light-sensitive areas within airport environs.

Subtask 4.2.11 – Water Resources Inventory

Per FAA Order 1050.1F, this section will include the following areas of discussion:

- Wetlands – As part of the biological research and field surveys conducted by Consultant in Subtask 4.2.2, the existence of wetlands and other waters of the U.S. at the Airport will be investigated using data sources such as the National Wetland Inventory, USGS topographic maps, and historical and recent aerial photography. Based on the results of this research, the airport property will then be field checked to confirm the presence and location of (or lack of) wetlands or other waters of the U.S. The wetland study area will be defined as the area with the potential to be either directly or indirectly affected by the proposed project, per the FAA Order 1050.1F Desk Reference (July 2015). If there are known wetlands or there is uncertainty about whether an area is a wetland, a preliminary wetland delineation will be prepared using the U.S. Army Corps of Engineers (USACE) guidelines required by the USACE at the time the study is conducted, and USACE concurrence with its findings sought.
- Floodplains – There are no 100-year floodplains located within areas that will be affected by proposed development. A statement to this effect will be provided within the EA discussion.
- Surface Waters – The airport property includes man-made detention ponds. These ponds will be field checked as part of the biological field surveys and described within the text of this section of the EA. In addition, the Airport’s run-off may eventually drain into off-airport creeks. This section will identify on- and off-airport drainage patterns and water bodies within the project study area. Any Section 303(d) impaired waters in the project study area will also be identified and characterized in this section.
- Groundwater – Groundwater and aquifers within the project study area will be identified and characterized using published data and reports. This discussion will

include known infiltration and recharge areas as well as trends in the overdraft or recovery of the resource.

- Wild and Scenic Rivers – There are no designated Wild and Scenic River segments located within areas that will be affected by proposed development. A statement to this effect will be provided within the EA discussion. The National Rivers Inventory data base will also be reviewed to determine if there are any rivers identified for potential designation within the project study area.

Responsibilities:

Consultant: Gather data, prepare maps as necessary. Prepare EA discussion.

Subconsultant: Responsible for wetlands subtasks.

Sponsor: Review.

Product: Inventory of water resources within the airport environs and project study area, as applicable.

Subtask 4.2.12 – Identify Past, Present, and Reasonably Foreseeable Future Actions

To assist with the cumulative impact analysis, local, regional, state, and federal agencies will be contacted regarding projects either recently undertaken or planned to be undertaken in the near term within a defined project study area (see Subtask 1.2), based on temporal parameters (i.e., five years prior and five years after project implementation). As needed, discussions will be held with the cities of Monterey, Del Rey Oaks, and Seaside, as well as Monterey County (County), the California Department of Transportation (Caltrans), and the U.S. Navy. This information will be used to assist with the cumulative impact evaluation.

Responsibilities:

Consultant: Gather information regarding past, present, and reasonable foreseeable projects by contacting local, regional, state, and federal agencies with jurisdiction within the cumulative project study area. Prepare EA section.

Sponsor: Assist in defining the appropriate study area (per Subtask 1.2); review.

Product: Inventory of recent or planned projects based on defined temporal and spatial boundaries.

Task Five – ENVIRONMENTAL CONSEQUENCES

The following analysis will be completed on all alternatives carried forward into the impact analysis, as determined by Subtask 3.2.1.

Subtask 5.1 – Air Quality

This subtask will utilize the background information assembled and prepared under Subtask 4.2.1 to identify and establish the appropriate air quality analysis assumptions including: sources of data, emission factors; assessment methods and models; and the acceptance criteria, limitations, and endpoints that will constitute the air quality assessment.

Airport Emissions Modeling. Monterey County is in attainment for all federal criteria pollutants. However, for purposes of disclosure, existing (No Action) and project implementation (Proposed Action) conditions will be analyzed. These include ozone (O₃), atmospheric particulate matter (PM₁₀ and PM_{2.5}), lead (Pb), carbon monoxide (CO), sulfur oxides (SO_x), and nitrogen oxides (NO_x). Emission sources may include (but may not be limited to) aircraft, ground service equipment (GSE), ground access vehicles, fuel facilities and an assortment of stationary sources at the Airport.

General Conformity Rule Applicability Determination. Since the Airport is located within an area presently designated as attainment for all U.S. EPA criteria pollutants, the project is not likely subject to the federal General Conformity Rule.

Conduct FAA Assessment of HAPs. An HAPs assessment will be prepared following an approach and methodology that is consistent with current FAA guidelines. It is expected that this assessment will consist of an emissions inventory of airport-related HAPs, under existing (No Action) and Proposed Action conditions at the Airport.

Conduct Assessment of On-Road and Off-Road Operational and Construction-Related Air Emissions. An evaluation of airport-related sources of emissions for the No Action alternative, the Proposed Action alternative, and Other Action alternatives, as well as any construction-related air emissions associated with those alternatives will be developed. The Consultant will identify the air pollutant emissions estimating model to be used and request specific approval from the MPAD before using that model. The MPAD must coordinate with the FAA before authorizing approval of the air emissions estimating model. In general, an air pollutant emissions estimating model that has been approved by the California Air Resources Board (CARB), and/or the Monterey Bay Air Resources District (MBARD) is required.

Identify, Discuss, and Quantify Mitigation Measures (If Applicable). The outcomes of the air quality assessments will be evaluated to determine whether or not emission reduction or other mitigation measures may be necessary to comply with federal and/or state requirements. If necessary, the basis for the measure(s), the emission sources and pollutants, and the expected

benefits or reductions as well as the implementation costs and timeframes will be addressed. This discussion will identify best management practices (BMPs) or other air pollution emission minimization measures could be taken to reduce the project impacts.

Responsibilities:

Consultant: Gather needed data from Sponsor; perform air quality analysis. Prepare EA section.

Sponsor: Provide needed background materials; review.

Product: Air quality analysis in accordance with NEPA requirements.

Subtask 5.2 – Biological Resources

If listed species are observed or site conditions suggest that the proposed project may affect habitat critical to or occupied by listed species, a BA will be prepared by Consultant under Subtask 4.2.2 that will include an impact assessment and recommended mitigation measures. Assistance with USFWS Section 7 consultation under the ESA is also included.

Responsibilities:

Consultant: Gather needed data from Sponsor, provide contract oversight, and review materials. Prepare EA section.

Subconsultant: Responsible for this subtask.

Sponsor: Review.

Product: Analysis in accordance with NEPA requirements.

Subtask 5.3 – Climate

This subtask will include a synopsis of adopted or proposed federal climate change regulations and studies that could be applicable to airport activity or projects. The types and amounts of GHG emissions attributable to airport-related activity will be discussed and compared to known GHG emission activity levels within the County and the nation overall. Currently, there are no federal thresholds with which to make significant impact conclusions. Local and statewide thresholds, to the extent they are available, will be discussed for purposes of public information disclosure.

A discussion of airport-related sources of emissions for the construction of the proposed project will be accomplished using an FAA-approved model (see Subtask 5.1).

Responsibilities:

Consultant: Gather needed data from Sponsor; perform climate/GHG analysis. Prepare EA section.

Sponsor: Provide needed background materials; review.

Product: Climate/GHG analysis in accordance with NEPA requirements.

Subtask 5.4 – Section 4(f) Resources

Based on the land use survey and aerial photography, a determination will be made as to whether the proposed project or any applicable mitigation plans, will require the use of any publicly owned park, recreation area, wildlife or wildfowl refuges, or historical sites of national, state, or local significance. If it is determined that Section 4(f) or Department of Interior Section 6(f) lands will be impacted, the extent of these impacts will be described within a Section 4(f) statement which will be coordinated with the Secretary of the Department of the Interior. If necessary, mitigation measures will be formulated, coordinated with the appropriate agencies, and included within the Section 4(f) statement which will become a chapter within the EA. This subtask will address any direct impacts to Section 4(f) resources in the airport environs as well as potential indirect impacts related to the noise or visual effects analyses conducted in Subtasks 5.10 and 5.13.

Responsibilities:

Consultant: Perform analysis and prepare EA section.

Sponsor: Review.

Product: Section 4(f) resource analysis in accordance with NEPA requirements.

Subtask 5.5 – Farmlands

This subtask will address any direct or indirect impacts to agricultural areas considered important and protected by federal law within the project study area.

Responsibilities:

Consultant: Perform analysis and prepare EA section.

Sponsor: Review.

Product: Farmlands resource analysis in accordance with NEPA requirements.

Subtask 5.6 – Hazardous Materials, Solid Waste, and Pollution Prevention

It is not anticipated that there will be significant hazardous waste impacts since the Airport has had successful remedial action in the past; however, a summary of previous hazardous waste actions will be included in the EA as well as mitigation measures to be followed if unanticipated hazardous materials are discovered during construction. The Airport's existing spill prevention control and countermeasures (SPCC) plans for its onsite fuel farms and its storm water pollution prevention plan (SWPPP) will also be referenced.

The HAP analysis provided in Subtask 5.1 will also be summarized and referenced in this section.

Appropriate County departments or websites will be consulted regarding solid waste service for the Airport, including the existence or plans for solid waste disposal sites in the vicinity of the Airport. Since the FAA does not have significance threshold for solid waste generation or disposal, the impact of solid waste increases generated by the proposed project will be analyzed using the local or regional solid waste thresholds, if available. Mitigation measures, if necessary, will reference the AMP's recommended Sustainability program.

Responsibilities:

Consultant: Perform analysis and prepare EA section.

Sponsor: Review.

Product: Analysis in accordance with NEPA requirements.

Subtask 5.7 – Historical, Architectural, Archaeological, and Cultural Resources

An impact analysis will be provided based on the Airport's existing Historic Resources Assessment and Survey Report (2015) and the cultural survey report prepared in Subtask 4.2.4. A stand-alone document for submittal to the California SHPO including descriptions and diagrams of the indirect and direct APE, historic properties on or eligible for the NHRP within the indirect and direct APE, an impact evaluation of the Sponsor's Preferred Alternative in accordance with 36 CFR 800, with proposed determinations of "No Effect," "Not Likely to Adversely Affect," or "Adversely Affect" historic properties will be prepared as described in Section 4.2.4. Measures to mitigate adverse effects will be included, as necessary.

For the purposes of this Scope of Services, the recordation of any cultural resources is not included. No testing or excavation will be conducted, nor will any artifacts, samples, or specimens be collected during the survey.

Responsibilities:

Consultant: Gather needed data from Sponsor and review materials. Document coordination with the SHPO and incorporate analysis into the EA. Summarize existing historical information. Prepare EA section.

Sponsor: Review.

Product: Analysis in accordance with NEPA requirements.

Subtask 5.8 – Land Use

The land use analysis will address consistency of the proposed project with the locally adopted land use plans adopted for the area as well as regional plans such as area transportation plans. This section of the EA will also provide documentation to support the required Airport's land use compatibility assurance under Section 511(a)(5) of the 1982 Airport Act. Other compatible land use impacts that could result from exceeding significance threshold levels (for example, construction noise, lighting, or traffic) will be addressed primarily under those respective categories with cross-references to avoid duplication.

As required by FAA Order 5050.4B, to the extent not covered in the specific impact categories discussed above, this section will also include discussion of the possible conflicts between the proposed action and the objectives of federal, regional, state, and local land use plans, policies, and controls for the area in question; any inconsistency of the proposed action with approved state or local plan and laws; means to mitigate adverse environmental impacts; and the project's degree of controversy on environmental grounds.

Responsibilities:

Consultant: Responsible for subtask. Prepare EA section.

Sponsor: Review.

Product: Analysis in accordance with NEPA requirements.

Subtask 5.9 – Natural Resources and Energy Supply

The Airport's future demand of natural resources and energy usage will be discussed qualitatively based on the proposed project. However, projected water demand will be quantified based on the 15% preliminary design accomplished in Subtask 3.2.1 (see also Subtask 5.11). A discussion will be provided of the proposed water supply sources and any related potential impacts to regional and local water supplies. Any anticipated issues with the future availability of natural resources and energy supplies will be documented. The AMP's recommended Sustainability program, as it relates to the proposed project, will also be evaluated qualitatively in terms of its ability to help provide mitigation for the Airport's natural resources and energy demand of the proposed project.

Responsibilities:

Consultant: Responsible for subtask. Prepare EA section.

Sponsor: Review.

Product: Analysis in accordance with NEPA requirements.

Subtask 5.10 – Noise and Compatible Land Use

Future Noise Contours. Using the operational fleet mix information and flight track data for the Airport from Subtask 4.2.7, Proposed Action noise exposure contours will be prepared. Contours will be calculated using FAA's AEDT. Exhibits suitable for NEPA documents will be prepared depicting the noise exposure contours overlain on available aerial imagery. The compatibility of existing and planned land uses with existing and future noise contours will then be assessed (refer to the compatible land use guidelines contained in Appendix A of 14 CFR Part 150 Airport Noise Compatibility). In accordance with FAA Orders 5050.4B and 1050.1F, the threshold of significance is recognized as a 1.5 DNL (or CNEL) or greater increase in noise over any noise-sensitive use located within the 65 CNEL contour.

Prepare Narrative Description of Noise Analysis. A narrative will be prepared describing the noise analysis conducted. Noise model input assumption rationale will be discussed and sources of assumptions will be identified. Exhibits on the noise exposure contour will be prepared.

Responsibilities:

Consultant: Prepare Proposed Action noise exposure contours. Responsible for exhibit development and a narrative report describing the noise and compatible land use analysis.

Sponsor: Provide requested information and review the Consultant's analysis.

Product: Updated Proposed Action noise exposure contours. Narrative report for the noise analysis with exhibits.

Subtask 5.11 – Socioeconomic Impacts, including Public Services, Utilities, and Transportation

This subtask will focus on socioeconomic impacts, such as additional demand on public services, utilities, and traffic and other transportation-related effects, that could occur as a result of the proposed project. Demand for public services and utilities will be estimated based on the 15% preliminary design accomplished in Subtask 3.2.1 (see also Subtask 5.9).

The traffic and other transportation-related impacts will be addressed through the completion of a traffic analysis, which will identify existing traffic conditions in the airport environs based on discussion with the Airport's planning staff to define the appropriate study area. Existing recent traffic studies and counts will be reviewed with the goal of synthesizing existing information to allow an accurate and consistent description of the existing conditions on which to base a traffic analysis. Additional traffic counts will be conducted to supplement existing available information. A traffic analysis will then be undertaken based on the traffic inventory to determine potential traffic impacts (both during construction and long-term) resulting from the proposed project as well as cumulative airport growth. Local transportation agencies will be contacted to obtain existing and planned future traffic levels as well as policies and plans that will be reviewed as part of a project consistency analysis.

Other socioeconomic impacts which might be caused by the proposed project will be considered, including those potentially occurring during construction phases of development. In the long-term, there will not be a need to relocate residences, to divide or disrupt established communities, or to disrupt orderly, planned development since most components of the proposed project are located within the existing airport boundaries. The exception to this will be the proposed acquisition of 5.5 acres of private property and traffic improvements on Highway 68 at Olmstead Road. Potential socioeconomic impacts of these proposed recommendations will be specifically evaluated.

Responsibilities:

Consultant: Provide general project information to subconsultant, provide contract oversight, and review materials. Prepare EA section. Gather existing data, carry out agency coordination as needed, analyze impacts and discuss available mitigation.

Subconsultant: Responsible for traffic analysis.

Sponsor: Assist in defining the appropriate study area. Provide needed background materials; review.

Product: Inventory of existing traffic conditions and analysis of the impact of the Proposed Action within a defined study area; three (3) copies of the Traffic Impact Analysis Report.

Subtask 5.12 – Environmental Justice, and Children’s Environmental Health and Safety Risks

Consideration will be given to the environmental justice of the proposed project in accordance with Executive Order 12989, *Federal Action to Address Environmental Justice in Minority Populations and Low Income Populations*. Populations impacted by noise, traffic, or other socioeconomic impacts will be examined to ensure that minority or low-income populations and/or children do not receive disproportionately high human health or environmental impacts.

Responsibilities:

Consultant: Responsible for subtask. Prepare EA section.

Sponsor: Review.

Product: Analysis in accordance with NEPA requirements.

Subtask 5.13 – Visual Effects, including Light Emissions and Glare

A brief description of the characteristics of any lighting systems or potential glare associated with the proposed project will be included in the EA. The extent to which this lighting or potential glare would be likely to create an annoyance among people in the vicinity of the Airport will then be considered.

Relevant local or regional visual policies, including those for Highway 68 as a scenic roadway, will also be addressed and potential visual impacts will be analyzed. Mitigation for lighting, glare, or other visual impacts will be proposed, as necessary.

Responsibilities:

Consultant: Responsible for subtask. Prepare EA section.

Sponsor: Review.

Product: Analysis in accordance with NEPA requirements.

Subtask 5.14 – Water Resources

As discussed previously in Subtask 5.6, the Airport has existing SPCCs for its onsite fuel farms and implements a SWPPP. Nevertheless, an assessment of impervious surfaces and project-specific water quality impacts (both during construction and long-term) that could occur from the Proposed Action will be evaluated. This analysis will take into account the Airport's existing drainage system and the measures already in place to ensure that water quality standards applicable to the Airport are met. This section will also address potential impacts to wetlands, other waters of the U.S., and groundwater resources, if any.

Responsibilities:

Consultant: Responsible for subtask. Prepare EA section.

Sponsor: Review.

Product: Analysis in accordance with NEPA requirements.

Subtask 5.15 – Other Resource Categories

Based on the conclusions of the Environmental Overview of the AMP (Appendix B), coastal resources, farmlands, floodplains, and wild and scenic rivers are not located in the vicinity of the Proposed Action or the reasonable alternatives. This will be confirmed and documented.

Responsibilities:

Consultant: Responsible for subtask. Prepare EA section.

Sponsor: Review.

Product: Analysis in accordance with NEPA requirements.

Subtask 5.16 – Cumulative Impacts

The overall cumulative impact of proposed on-airport actions that might occur five years prior, during, or five years after the proposed project, as well as other past, present, or reasonably foreseeable future projects off the Airport, and the cumulative consequences of such actions will be considered. These include potential incremental, secondary, and natural environmental impacts of the actions when added to other past, present, and reasonably foreseeable future

actions based on the temporal and spatial boundaries determined in Subtasks 1.2 and 4.2.12 as well as the individual resource impact analyses.

Responsibilities:

Consultant: Responsible for subtask. Prepare EA section.

Sponsor: Review.

Product: Analysis in accordance with NEPA requirements.

Task Six – NEPA DOCUMENTATION

Subtask 6.1 – Preliminary Draft EA

A preliminary Draft EA (PDEA) will be prepared in two stages in accordance with FAA Orders 5050.4B and 1050.1F. The first stage will include the EA cover page and first two chapters of the EA, i.e., the project description, purpose and need, and alternatives, and will be submitted to the Sponsor for review and concurrence prior to undertaking the impact analysis. The PDEA impact analysis will then evaluate up to three (3) feasible alternatives in addition to the No Action alternative. During the second stage, the entire PDEA will be submitted electronically to the Sponsor (and its reviewing team). Up to three (3) hard copies of the PDEA will be prepared, if requested.

Responsibilities:

Consultant: Primary responsibility for subtask.

Sponsor: Review.

Product: PDEA submitted electronically; three (3) hard copies of the PDEA will be printed, if requested, and provided to the Sponsor for their use.

Subtask 6.2 – Revised Preliminary Draft EA

Following review, comments made by the Sponsor as a result of Subtask 6.1 will be incorporated into the environmental document. Electronic copies of the chapters containing revisions will then be provided for concurrence. At this time, a draft cultural resources report, draft APE Determination and Effect letter, and a draft BE and a BA will also be provided to the Sponsor for review and concurrence. A second round of revisions to the Revised PDEA, based on review and comments by the Sponsor (or its reviewing team) is included in this scope, if necessary. Once the Sponsor is satisfied with the report, up to six (6) hard copies of the PDEA

and draft resource reports will be submitted; five (5) of which will be for the Sponsor's transmittal to the FAA San Francisco Airports District Office (SFO ADO).

Responsibilities:

Consultant: Primary responsibility for subtask.

Sponsor: Review.

Product: Electronic copies of the revised PDEA chapters will be prepared. Upon review and concurrence, up to six (6) hard copies of the PDEA will be printed and provided to the Sponsor for transmittal to the SFO ADO.

Subtask 6.3 – FAA Review and Revisions to Preliminary Draft EA

Upon receipt of comments on the PDEA from the SFO ADO, the Consultant will make necessary revisions and re-submit the PDEA to the Sponsor for its re-submittal to the SFO ADO. This subtask includes an additional round of revisions to respond to any additional Sponsor or SFO ADO concerns. Once approval has been obtained from the SFO ADO, five (5) copies of the PDEA will be provided to the SFO ADO for its transmittal to FAA Western Pacific Region's (AWP) for review. Up to three (3) final copies of the biological and cultural resource reports will also be provided to the SFO ADO for its use in consultation subtasks; the Sponsor will be provided with two (2) final copies of these reports. An electronic copy of the revised PDEA will be provided to the Sponsor for their records.

Responsibilities:

Consultant: Primary responsibility for subtask.

Sponsor: Review.

Product: Up to five (5) hard copies of the PDEA will be printed and provided to the Sponsor for transmittal to the SFO ADO for AWP review; up to five (5) hard copies of technical reports.

Subtask 6.4 – FAA Regional Revisions to Preliminary Draft EA

Upon receipt of consolidated comments on the PDEA from the SFO ADO/AWP, the Consultant will make necessary revisions and re-submit up to five (5) copies of the PDEA to the Sponsor for its re-submittal to the SFO ADO. Upon final review of the SFO ADO regarding the document, five (5) copies of the document will be provided to the SFO ADO for its transmittal to FAA's Office of Counsel review and to AWP for a final coordinated review. An electronic copy will be

provided to the Sponsor for their records.

Responsibilities:

Consultant: Primary responsibility for subtask.

Sponsor: Review.

Product: Up to five (5) hard copies of the PDEA will be printed and provided to the Sponsor for transmittal to the SFO ADO for review; up to five (5) hard copies of the PDEA will be printed and provided to the Sponsor for transmittal to the SFO ADO for the coordinated ADO/Region/Office of Counsel review.

Subtask 6.5 – Consolidated Regional/Office of Counsel Revisions to Preliminary Draft EA

Upon receipt of consolidated comments on the PDEA from the SFO ADO/AWP/Office of Counsel, the Consultant will make necessary revisions and re-submit up to five (5) copies of the PDEA to the Sponsor for its re-submittal to the SFO ADO. An electronic copy will be provided to the Sponsor for their records.

Responsibilities:

Consultant: Primary responsibility for subtask.

Sponsor: Review.

Product: Up to five (5) hard copies of the PDEA will be printed and provided to the Sponsor for transmittal to the SFO ADO for final review.

Subtask 6.6 – Draft EA

Following this final review of the PDEA by FAA (Subtask 6.5), any final comments made by FAA will be incorporated into the environmental document. An electronic copy of a “pre-print” Draft EA will then be provided for concurrence.

Upon final SFO ADO approval of the Draft EA, up to fifty (50) copies of the Draft EA will be prepared; however, due to the anticipated length of the appendices, up to ten (10) copies of the appendices will be provided on compact disk (CD). These documents will be placed in various public locations to allow the public an opportunity to review and comment on the Draft EA findings. The Draft EA will also be placed on the project website as described under Subtask 7.2.

Responsibilities:

Consultant: Primary responsibility for subtask.

Sponsor: Review. Placement of the Draft EA copies in public locations for public review.

Product: Fifty (50) copies of the Draft EA will be prepared, with appendices provided on CD. Some of these copies will be provided to various public agencies and placed in various public locations to offer the public an opportunity to comment on the contents of the Draft EA.

Subtask 6.7 – Preliminary Final EA

After the close of the public and agency review and comment period on the Draft EA, comments received from agencies and the general public will be reviewed, and the Draft EA will be revised, as needed. An errata sheet may be used to revise the Draft EA if the FAA concurs that all the requirements of FAA Order 1050.1F, 6-2.2i are met. The Final EA will include a chapter or an appendix containing a description of the final public information workshop (Subtask 7.4) and copies of all correspondence received during the public comment period. It will also include a summary of all comments and responses to those comments as outlined in Subtask 7.3. These chapters and appendices will be submitted to the Sponsor for review and comment.

Responsibilities:

Consultant: Primary responsibility for subtask.

Sponsor: Review.

Product: Up to three (3) copies of revised chapters and appendices containing comments and responses.

Subtask 6.8 – Revised Preliminary Final EA

Following review, comments made by the Sponsor as a result of Subtask 6.7 will be incorporated into the environmental document. Electronic copies of the chapters containing revisions will then be provided for concurrence. A second round of revisions to the Preliminary Final EA based on review and comments by the Sponsor (or its reviewing team) is included in this scope, if necessary. Once the Sponsor is satisfied with the report, up to five (5) hard copies of the Preliminary Final EA will be submitted to the Sponsor for transmittal to the SFO ADO. An electronic copy will be provided to the Sponsor for their records.

Responsibilities:

Consultant: Primary responsibility for subtask.

Sponsor: Review.

Product: Electronic copies of the revised Preliminary Final EA chapters will be prepared. Upon review and concurrence, up to five (5) hard copies of the Preliminary Final EA will be printed and provided to the Sponsor for transmittal to FAA.

Subtask 6.9 – FAA Review and Revisions to Preliminary Final EA

Upon receipt of comments on the Preliminary Final EA from the SFO ADO, the Consultant will make necessary revisions and re-submit the Preliminary Final EA to the Sponsor for its re-submittal to the SFO ADO. This subtask includes an additional round of revisions to respond to any additional Sponsor or SFO ADO concerns. At this time, five (5) copies of the PDEA will be provided to the SFO ADO for its transmittal to FAA AWP for review. An electronic copy will be provided to the Sponsor for their records.

Responsibilities:

Consultant: Primary responsibility for subtask.

Sponsor: Review.

Product: Up to five (5) hard copies of the Preliminary Final EA will be printed and provided to the Sponsor for transmittal to the SFO ADO for AWP review.

Subtask 6.10 – Final EA

Upon receipt of consolidated comments on the Preliminary Final EA from the SFO ADO and AWP, the Consultant will make necessary revisions and re-submit up to five (5) copies of the Preliminary Final EA to the Sponsor for its re-submittal to the SFO ADO. An electronic copy will be provided to the Sponsor for their records.

Upon final review of the SFO ADO regarding the document, a final electronic “pre-print” copy will be provided to the SFO ADO for its final concurrence prior to printing up to thirty (30) copies of the Final EA (with up to ten (10) copies of the appendices on CD).

Responsibilities:

Consultant: Primary responsibility for subtask.

Sponsor: Review.

Product: Up to five (5) hard copies of the Preliminary Final EA will be printed and provided to the Sponsor for transmittal to the SFO ADO for review; up to thirty (30) copies of the Final EA will be printed (with up to ten [10] copies of the appendices on CD).

Task Seven – PUBLIC REVIEW OF ENVIRONMENTAL DOCUMENTS, PUBLIC WORKSHOP, AND HEARING

Subtask 7.1 – Notice of Availability

A notice will be prepared in accordance with the requirements of FAA Orders 1050.1F and 5050.4B and submitted to the Sponsor for publishing in an area-wide or local newspaper of general circulation at least 30 days prior to the workshop/hearing date (Subtask 7.4). The notice will specify a public comment period that starts at least 30 days prior to the public workshop/hearing date, and does not close until 15 days after the public workshop/hearing date. This notice will announce the availability of the Draft EA for review and will also provide the location, date, and time of the planned public information workshop and public hearing. The Sponsor will be responsible for publication of the notice.

Responsibilities:

Consultant: Provide mock-ups of a notice and display advertisement. Mail notices to individuals/groups as deemed appropriate by the Sponsor.

Sponsor: Arrange and pay for publication of the notice in a local newspaper(s), and direct mailings or email blasts, if needed.

Product: Public notice of the availability of the Draft EA as well as the public information workshop and hearing date, time, and location.

Subtask 7.2 – Project Website

The Draft EA will be hosted on Consultant's or Airport's website in order to allow public access to project materials. The Draft EA and Final EA that are posted on the project website will be compliant with the *Americans with Disabilities Act*, Section 508 requirements for accessible electronic documents on the internet. See www.epa.gov/accessibility/section-508-standards for details as to the required standards. The entire Draft EA will be available for review. The public will be able to utilize the website to make comments on the contents of the documents. All comments will be included within the environmental documents, as appropriate.

Responsibilities:

Consultant: Host the project materials.

Sponsor: Review website for accessibility and accuracy.

Product: Website access to environmental documents. Encourage use of the website to comment on the draft environmental documents during the public comment period(s).

Subtask 7.3 – Public Information Workshop/Public Hearing Notice

A public information workshop/public hearing notice will be prepared in accordance with the requirements of FAA Orders 1050.1F and 5050.4B and will be submitted to the Sponsor for publishing in an area-wide or local newspaper of general circulation at least 30 days prior to the public information workshop/public hearing date, and can be provided concurrent with the Notice of Availability, if desired (Subtask 7.1). The Sponsor will be responsible for publication of the public notice. The public comment period will close no earlier than at least 15 days after the public hearing date.

Responsibilities:

Consultant: Provide mock-ups of a notice and display advertisement. Mail notices to individuals/groups as deemed appropriate by the Sponsor.

Sponsor: Arrange and pay for publication of the notice in a local newspaper(s); pay for direct mailings, if needed.

Product: Public notice of the availability of the Draft EA as well as the public information workshop/public hearing date, time, and location.

Subtask 7.4 – Public Information Workshop #2/Public Hearing

A public information workshop and public hearing will be held approximately 30 days after the Draft EA is made available for public and agency review. The public comment period will close no earlier than at least 15 days after the public hearing date. The workshop will consist of information stations with identification of specific issues. Information to be presented will include the materials contained within the Draft EA. Presentation materials, primarily in the form of display boards, will be prepared for the workshop.

A public hearing will be conducted to solicit input from individuals, organizations, and agencies

on the Draft EA. (A hearing provides an opportunity for the public to provide formal comments to a court reporter.) Sign-in sheets, speaker registration forms, and written comment forms will be provided by the Consultant team; the Sponsor will be responsible for providing the hearing location and a court reporter. The court reporter will provide a transcript of the hearing for posting on the project website and for inclusion in the Final EA.

A hearing can be conducted in an open house format in conjunction with the public information workshop or can include a power point presentation. Up to four (4) members of the project team will attend the hearing and/or workshop in order to allow for one-on-one interaction with the public.

Responsibilities:

Consultant: Prepare mock-ups of newspaper advertisements. Prepare direct mail or email workshop announcements, as directed. Provide facilitation, technical presentations, and related graphics for the meetings. Prepare summary of workshop for inclusion within the documents.

Sponsor: Provide names for mailing list, pay for direct mailings, and conduct email blasts, if needed. Review, approve, and send press releases to local media. Approve mock-ups of meeting advertisements. Arrange and pay for placement of ads in local newspapers and any direct mailings. Arrange, and, if needed, pay for meeting room.

Product: News releases, meeting advertisements, display boards and charts, direct mail and email flyers, workshop/hearing attendance by up to four (4) members of Consultant project team, workshop summary.

Subtask 7.5 – Response to Comments

Responses will be prepared to address all comments raised at the public information workshop, public hearing, or submitted in writing during the official comment period. Responses will be submitted to the Sponsor and FAA for review prior to inclusion into the Final EA (see Subtasks 6.7, 6.8 and 6.9).

Responsibilities:

Consultant: Responsible for subtask.

Sponsor: Review.

Product: Response to comments received during the Draft EA comment period. Responses will be coordinated with the Sponsor and FAA prior to being included within the Final EA.

Task Eight – PROJECT COORDINATION

A significant portion of the environmental process involves coordination between the Consultant, the Sponsor, FAA, the public, and environmental review agencies. Therefore, adequate time and budget must be provided to ensure that the necessary coordination can be carried out. The following subtasks outline the extent of coordination and meetings to be reasonably anticipated.

Subtask 8.1 – General Project Coordination

Consultant will manage the preparation of the EA with close communication with FAA, the Sponsor, and the various environmental resource agencies. Consultant will submit monthly progress reports to the Sponsor detailing the status of each aspect of the project, any problems encountered, as well as potential solutions. The monthly report will also describe agreed upon changes in scope or methodology for completing subtasks as well as decisions or conclusions which would alter the course of the study.

At the conclusion of meetings and workshops, meeting minutes will be prepared and the meeting or workshop sign-in sheets will be maintained for potential inclusion into the document.

As needed, Consultant will host teleconferences to discuss project details.

Responsibilities:

Consultant: Monthly progress reports outlining work accomplished during the month as well as upcoming meetings or workshops. Provide detailed meeting minutes and sign-in sheets for meetings and workshops.

Sponsor: None.

Product: Monthly project progress reports, teleconferences, online meetings, etc.

Subtask 8.2 – Project Review Meetings

Coordination meetings with the project review team comprised of the Sponsor, the Consultant, FAA, and/or other commenting agencies may be necessary for successful development of the

EA and acquisition of needed permits. Where possible, these meetings will be scheduled to coincide with other coordination meetings to minimize costs. Up to three (3) project review meetings have been budgeted.

Responsibilities:

Consultant: Project review meetings.

Sponsor: None.

Product: Up to three (3) project review meetings to be attended by two (2) Consultant team members.

Subtask 8.3 – Additional Public Outreach

Additional public outreach will be provided by the Consultant, as needed and requested. This includes, but is not limited to additional press releases, additional facilitation, additional workshops, review of additional material, additional coordination with the Sponsor, the public, other interested stakeholders or other agencies or the team, as needed and requested.

Based on the potential sensitive nature of the project and the environmental review, the Consultant may be required to coordinate, attend and facilitate small group meetings with concerned stakeholders.

BIOLOGICAL RESOURCES SUPPORT

SWCA is also under contract with MPAD to provide preliminary biological support for the EA effort. This effort was necessary prior to the execution of the grant agreement as a Project Formulation Cost per Order 5100.38D (Table 3-53, Item a. Field Surveys) in order to capture the seasonally-timed (spring/early summer) botanical surveys in specific potential project areas. This will allow the team to have survey data with solid evidence of the species' distribution, numbers and vigor to support Subtask 2.1, Agency Coordination. The costs associated with these work efforts and findings will be documented within technical reports as outlined in Subtask 4.2.2 Biological Resources within this Scope of Services.

**Monterey Regional Airport
Proposed Safety Enhancement Project - Environmental Assessment (NEPA)
Cost Summary
June 29, 2016**

	Coffman Associates Days							SWCA	Pacific Legacy	Mott MacDonald	Neil Eng./ KHA	Communi-Quest	GDB (Legal Review)	TASK/ ELEMENT TOTAL
	Principal \$2,248	Sr. Professional \$1,840	Professional \$1,384	Technical \$968	TOTAL LABOR	Travel	Other Expenses							
TASK 1 - INVENTORY														
Subtask 1.1 Study Design	2	2	3	0	\$12,328									\$12,328
Subtask 1.2 Inventory & Project Initiation Mtg.	3	3	10	5	\$30,944	\$3,200							\$1,000	\$35,144
TOTAL	5	5	13	5	\$43,272	\$3,200	\$0						\$1,000	\$47,472
TASK 2 - AGENCY COORDINATION AND INITIAL PUBLIC WORKSHOP														
Subtask 2.1 Agency Coordination	1	0	8	2	\$15,256								\$5,250	\$20,506
Subtask 2.2 Public Information Workshop #1	2	0	5	2	\$13,352	\$4,800	\$200					\$5,250	\$5,000	\$28,602
TOTAL	3	0	13	4	\$28,608	\$4,800	\$200					\$5,250	\$10,250	\$49,108
TASK 3 - PROJECT DEFINITION														
Subtask 3.1 Preparation of Project Purpose and Need	1	1	3	1	\$9,208								\$550	\$9,758
Subtask 3.2 Define Alternatives	2	2	5	0	\$15,096						\$384,500		\$550	\$400,146
Subtask 3.2.1 Engineering Support & Preliminary Design (15%)	1	1	2	1	\$7,824						\$194,680			\$202,504
TOTAL	4	4	10	2	\$32,128	\$0	\$0				\$579,180		\$1,100	\$612,408
TASK 4 - AFFECTED ENVIRONMENT														
Subtask 4.1 Review Existing Environmental Information	1	2	15	0	\$26,688									\$26,688
Subtask 4.2 Description of Affected Environment	0	0	2	2	\$4,704									\$4,704
Subtask 4.2.1 Air Quality	0	1	2	1	\$5,576									\$5,576
Subtask 4.2.2 Biological Resources	0	0	1	1	\$2,352			\$38,857						\$41,209
Subtask 4.2.3 GHG/Climate Change	1	1	1	1	\$6,440									\$6,440
Subtask 4.2.4 Archaeo. & Cult. Resources	0	0	1	0	\$1,384			\$13,428						\$14,812
Subtask 4.2.5 Identify Existing Land Use & Zoning	0	0	1	0	\$1,384									\$1,384
Subtask 4.2.6 Natural Resources, inc. Water, & Energy	0	1	4	0	\$7,376									\$7,376
Subtask 4.2.7 Noise & Compatible Land Use	0	3	0	2	\$7,456									\$7,456
Subtask 4.2.7a Additional INM Modeling	0	1	0	1	\$2,808									\$2,808
Subtask 4.2.8 Socioeconomic, inc. Utilities & Transportation	0	0	4	2	\$7,472					\$12,520				\$19,992
Subtask 4.2.9 Env. Justice & Children's Env. Health & Safety	0	0	1	1	\$2,352									\$2,352
Subtask 4.2.10 Light Emissions, Glare, and Visual Resources	0	0	2	1	\$3,736									\$3,736
Subtask 4.2.11 Water Resources	0	0	5	0	\$6,920									\$6,920
Subtask 4.2.12 Identify Cumulative Actions	0	0	5	0	\$6,920									\$6,920
TOTAL	2	9	44	12	\$93,568	\$0	\$0	\$52,285		\$12,520				\$158,373

	Coffman Associates Days						Travel	Other Expenses	SWCA	Pacific Legacy	Mott MacDonald	Neil Eng./ KHA	Communi- Quest	GDB (Legal Review)	TASK/ ELEMENT TOTAL
	Principal \$2,248	Sr. Professional \$1,840	Professional \$1,384	Technical \$968	TOTAL LABOR										
TASK 5 - ENVIRONMENTAL CONSEQUENCES (NEPA)															
Subtask 5.1 Air Quality	0	2	2	1	\$7,416										\$7,416
Subtask 5.2 Biological Resources	0	0	3	1	\$5,120			\$11,023							\$16,143
Subtask 5.3 Climate	0	2	2	1	\$7,416										\$7,416
Subtask 5.4 Section 4(f) Resources	0	0	1	0	\$1,384										\$1,384
Subtask 5.5 Farmlands	0	0	1	0	\$1,384										\$1,384
Subtask 5.6 Hazardous Materials, Solid Waste, Etc.	0	0	1	0	\$1,384										\$1,384
Subtask 5.7 Historical/ Arch/Cultural Resources	0	0	1	0	\$1,384				\$13,984						\$15,368
Subtask 5.8 Land Use	2	0	2	1	\$8,232										\$8,232
Subtask 5.9 Natural Resources & Energy Supply	0	0	2	0	\$2,768										\$2,768
Subtask 5.10 Noise & Compatible Land Use	0	2	0	2	\$5,616										\$5,616
Subtask 5.10a Additional INM Modeling	0	1	0	1	\$2,808										\$2,808
Subtask 5.11 Socioeconomic Impacts (inc. Utilities & Traffic)	1	2	5	0	\$12,848					\$52,520	\$50,000				\$115,368
Subtask 5.12 Env. Justice & Children's Env. Risks	0	0	1	0	\$1,384										\$1,384
Subtask 5.13 Visual Effects	0	2	2	2	\$8,384										\$8,384
Subtask 5.14 Water Resources	0	1	5	0	\$8,760										\$8,760
Subtask 5.15 Other Resource Categories	0	0	1	0	\$1,384										\$1,384
Subtask 5.16 Cumulative Impacts	0	0	5	0	\$6,920										\$6,920
TOTAL	3	12	34	9	\$84,592	\$0	\$0	\$11,023	\$13,984	\$52,520	\$50,000				\$212,119
TASK 6 - NEPA DOCUMENTATION															
Subtask 6.1 Preliminary Draft EA (PDEA)s	1	5	10	2	\$27,224		\$750						\$1,650		\$29,624
Subtask 6.2 Revised PDEA	1	3	5	2	\$16,624		\$1,275								\$17,899
Subtask 6.3 FAA Review/Revisions to PDEA	0	3	5	0	\$12,440		\$1,100								\$13,540
Subtask 6.4 FAA Regional Review/Revisions to PDEA	0	1	2	0	\$4,608		\$2,200								\$6,808
Subtask 6.5 Consolidated Regional/Counsel Revisions to PDEA	0	1	2	0	\$4,608		\$1,100								\$5,708
Subtask 6.6 Draft EA	1	2	5	2	\$14,784		\$10,400						\$1,100		\$26,284
Subtask 6.7 Preliminary Final EA	0	1	5	0	\$8,760		\$700						\$1,100		\$10,560
Subtask 6.8 Revised Preliminary Final EA	0	1	2	0	\$4,608		\$1,100								\$5,708
Subtask 6.9 FAA Review/Revisions to Final EA	0	1	2	0	\$4,608		\$1,100								\$5,708
Subtask 6.10 Final EA	1	2	2	2	\$10,632		\$7,350						\$1,100		\$19,082
TOTAL	4	20	40	8	\$108,896	\$0	\$27,075						\$4,950		\$140,921
TASK 7 - PUBLIC REVIEW OF ENV. DOCUMENTS & WORKSHOP															
Subtask 7.1 Notice of Availability	0	0	1	0	\$1,384		\$1,000						\$275		\$2,659
Subtask 7.2 Project Website	0	1	1	2	\$5,160							\$1,000	\$550		\$6,710
Subtask 7.3 Public Hearing Notice	0	0	1	0	\$1,384								\$275		\$1,659
Subtask 7.4 Public Workshop #2/Public Hearing	2	0	5	2	\$13,352	\$3,200	\$200				\$20,000	\$5,250	\$25,450		\$67,452
Subtask 7.5 Response to Comments	4	5	10	1	\$33,000						\$24,000		\$16,000		\$73,000
TOTAL	6	6	18	5	\$54,280	\$3,200	\$1,200	\$0			\$44,000	\$6,250	\$42,550		\$151,480
TASK 8 - PROJECT COORDINATION															
Subtask 8.1 General Project Coordination	10	40	40	0	\$151,440							\$1,875	\$20,000		\$173,315
Subtask 8.2 Project Review Meetings (3)	6	6	6	0	\$32,832	\$9,600					\$19,200	\$5,500	\$25,000		\$92,132
Subtask 8.3 Additional Public Outreach												\$25,000	\$20,000		\$45,000
TOTAL	16	46	46	0	\$184,272	\$9,600	\$0	\$0			\$19,200	\$32,375	\$65,000		\$310,447
NEPA Project Total	43	102	218	45	\$629,616	\$20,800	\$28,475	\$63,308	\$13,984	\$65,040	\$692,380	\$43,875	\$124,850		\$1,682,328

EXHIBIT B

**SCOPE OF SERVICES FOR
MONTEREY REGIONAL AIRPORT
FOR
AN ENVIRONMENTAL IMPACT REPORT
ON THE PROPOSED AIRPORT MASTER PLAN**

General Project Description

The project is described as the planning and environmental services necessary to complete the required environmental analysis and documentation necessary to adopt a proposed Airport Master Plan (AMP) for the Monterey Regional Airport (Airport). Based on the findings of an Initial Study prepared in 2015, an Environmental Impact Report (EIR) is needed to fully assess the environmental implications of the Master Plan and its recommended development projects. The EIR will be prepared pursuant to the requirements of the *California Environmental Quality Act (CEQA)*, as contained within California Public Resources Code, Division 13, Sections 21000-21177. The format and subject matter included within the EIR will conform to the guidelines set forth by the State of California within the California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000-15387 and Appendices A-K. The Monterey Peninsula Airport District (District) will be the Lead Agency in the CEQA process.

Projects to be evaluated within the EIR include all projects recommended in the AMP, as well as the overall on-airport land use plan; however, long-term projects will only be addressed within the EIR at a programmatic level due to the lack of project details available for projects likely to be implemented more than ten years from now. Future environmental analysis for these long-term projects will be required prior to approval. Specific long-term projects to be evaluated at the programmatic level include:

- North side General Aviation (GA) development
- Maintenance building construction
- Runway Protection Zone (RPZ) land acquisition (20 acres)
- RPZ avigation easement (14 acres)
- Taxiway B extension to the Runway 28L threshold

In addition to the above projects, a safety enhancement project (i.e., a Taxiway “A” shift to 327.5 feet [ft] from Runway 10R-28L to provide additional runway-taxiway separation) would involve several inter-related, connected actions including the relocation of the existing commercial passenger terminal and the existing aircraft rescue and firefighting (ARFF) building. This project would be accomplished in the five- to ten-year timeframe and will be addressed at a project-specific level as follows:

- Property acquisition (5.5 acres);
- South side frontage road construction;
- Southeast GA hangar relocation;
- Terminal complex construction;
- ARFF building relocation;
- Old terminal and ARFF building demolition; and
- Taxiway A shift to 327.5 ft from Runway 10R-28L (including connector taxiways G and J)

The CEQA process includes a number of subtasks which may or may not occur in tandem with the *National Environmental Policy Act* (NEPA) process being undertaken for the specific safety enhancement project listed above; therefore, this Scope of Services defines these subtasks separately. Additionally, the CEQA process requires analysis for resources not evaluated for NEPA, as described in the following work scope. However, whenever possible, the NEPA and CEQA process items for the proposed safety enhancement project will occur concurrently to eliminate duplicate efforts.

Finally, other short-term or intermediate-term projects identified in the AMP will also be evaluated at a project-specific level in this EIR. These projects include:

- Runway 10L-28R Overlay and Improvements (including precision approach path indicators [PAPI], and geometric improvements to Taxiways K and L); and
- North Side Access Road Construction

CEQA Task One – PROJECT DESCRIPTION, ALTERNATIVES, AND ENVIRONMENTAL SETTING

Subtask 1.1 – Project Description

The project to be analyzed in the EIR will be fully defined within this subtask, based on the project description provided in the Initial Study. Projects to be evaluated within the EIR include all projects recommended in the AMP as well as the overall on-airport land use plan; however, long-term projects will only be addressed within the EIR at a programmatic level due to the lack of project details available for projects likely to be implemented more than ten years from now. Further environmental analysis will be required for these long-term projects prior to approval. The proposed safety enhancement project will also be defined, based on preliminary engineering provided by the NEPA process, to allow more detailed, project-specific, analysis. Prior preliminary engineering for the north side access road is also available, based on a draft Initial Study/Proposed Mitigated Negative Declaration for the *City of Del Rey Oaks North Access Road Project* prepared by Denise Duffy and Associates in 2005.

Responsibilities:

Consultant: Responsible for subtask. Prepare EIR section.

Sponsor: Review.

Product: CEQA discussion of project description.

Subtask 1.1.1 – Develop EIR Scope

An initial scoping workshop has already been conducted in conjunction with the EIR's Notice of Preparation (NOP) and NOP comment period. Written scoping comments received during the workshop and NOP comment period will be summarized within a section or an appendix of the EIR. A detailed EIR work scope will be developed, taking into consideration the agency and public comments received.

Responsibilities:

Consultant: Responsible for this subtask.

Sponsor: Review and approve detailed scope of work.

Product: Approved EIR scope of work.

Subtask 1.2 – Project Alternatives

The EIR analysis must describe a range of reasonable alternatives to the project, or to the location of the project, that would feasibly accomplish most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects, and evaluate the comparative merits of the alternatives. This subtask will summarize the alternatives process that has taken place for the overall AMP, and address additional alternatives, if warranted by the environmental analysis. The No Project alternative will also be described.

Responsibilities:

Consultant: Responsible for subtask. Prepare EIR section.

Sponsor: Review. Participate in alternative selection process.

Product: CEQA discussion of project alternatives.

Subtask 1.3 – Environmental Setting

This subtask will describe the environmental setting of the entire AMP area, with additional detail regarding the setting of the short- and intermediate-term projects. The environmental setting will include a description of the physical environmental conditions in the vicinity of the project, as they exist at the time the Notice of Preparation is published, from both a local and regional perspective. This environmental setting will constitute the baseline physical conditions by which to determine whether an impact is significant. The discussion will focus on providing background information for the analysis to be undertaken in CEQA Task Two and will use work efforts completed within the concurrent NEPA analysis of the proposed safety enhancement project to the extent possible.

Responsibilities:

Consultant: Responsible for subtask. Prepare EIR section.

Sponsor: Review.

Product: CEQA discussion of environmental setting.

CEQA Task Two – CEQA IMPACT ANALYSIS

Subtask 2.1 – Environmental Impact Analysis and Mitigation, as Necessary

The EIR will identify and focus on the significant effects of the proposed project. Direct and indirect significant effects of the project on the environment will be clearly identified and described, giving due consideration to both the short-term and long-term effects. Mitigation measures will then be described, as necessary, to mitigate significant impacts per CEQA Guidelines, Section 15126.4. A Mitigation Monitoring or Reporting program will be prepared per CEQA Guidelines, Section 15097 and attached to the EIR as an appendix (see Subtask 3.6).

Based on the Initial Study completed for the proposed AMP, the following impact areas are potentially significant and may require mitigation or are unknown and need further study: aesthetics; agricultural resources; air quality; biological resources; cultural resources; geology/soils; greenhouse gas emissions; hazards and hazardous materials; hydrology/water quality; land use and planning; noise; indirect effects to population, housing, and recreation; public services; transportation/traffic; and utilities/service systems.

This subtask will apply the analysis undertaken concurrently under NEPA for the proposed safety enhancement project, to the extent possible, but based on CEQA significance thresholds, as well as address other short- and intermediate-term AMP projects. Analysis at the programmatic level for the long-term AMP projects will also be conducted and discussion of environmental impacts related to adoption and implementation of the AMP prepared.

Additional technical expertise for certain CEQA impact categories will be required, as discussed in the subtasks below.

CEQA Guidelines also require that a summary of the types of impacts and mitigation be provided within an EIR, including a brief summary of the proposed action and its consequences (Section 15123), a statement of effects not found to be significant (Section 15128), a discussion of cumulative impacts (Section 15130), and unavoidable or significant irreversible environmental changes (Sections 15126[b,c]). All required discussions will be prepared for inclusion in the EIR.

Based on the Initial Study, the following impact areas would be less than significant and further discussion of these impact categories does not need to be included within the EIR: flooding, including inundation by seiche, tsunami, or mudflow; forestry resources; and mineral resources. The Initial Study conclusions regarding these impact areas will be summarized in the EIR.

Responsibilities:

Consultant: Responsible for subtask. Prepare EIR sections.

Sponsor: Review additional analyses.

Product: CEQA analysis for identified impact categories, and mitigation, including a Mitigation Monitoring and Reporting program, as necessary (see Subtask 3.6).

Subtask 2.1.1 Air Quality/GHGs

A greenhouse gas (GHG) inventory and documentation of GHG/climate conditions will be prepared for the Airport and the region using state, regional, and local resources such as:

- California *Clean Air Act* (CAA);
- California AB 32 *Climate Scoping Plan*;
- Other relevant information from the California Climate Change portal;
- Draft *Monterey County Municipal Climate Action Plan* (April 2013); and
- The Sustainability appendix of the draft Final AMP.

Construction emission modeling for the CEQA documentation will be conducted utilizing the Monterey Bay Air Resources District (MBARD)-recommended methodology, which uses estimates of construction vehicles, equipment, and other activities commonly accepted within the industry, and provides an analysis of both air quality and GHG emissions. This methodology

will include project-specific estimates of the numbers and types of construction vehicles and equipment to be used for each construction phase, operational characteristics of each unit, and haul trip distances, etc., which will be supplied by Consultant or the Sponsor.

Long-term emission modeling based on aircraft activity forecast for the Airport throughout the life of the AMP will be conducted using the Aviation Environmental Design Tool (AEDT) to compare the existing condition (2015) with the future “build-out” condition (2035). A discussion of the proposed project’s consistency with state and regional implementation plans, air quality management plans, and climate action plans will be provided.

Carbon Sequestration Analysis. If deemed necessary based on the results of a tree survey (Subtask 2.1.1), the Consultant will estimate CO₂ emissions associated with the loss of sequestered carbon resulting from tree removal associated with land use changes as a result of the proposed AMP. The project site is located within the North Central Coast Air Basin and is within the jurisdictional boundaries of the MBARD. To our knowledge, the MBARD currently has not adopted or provided guidance for carbon sequestration analyses.

CalEEMod will be used to calculate potential CO₂ emissions associated with the one-time change in carbon sequestration capacity of a vegetation land use type and a one-time carbon-stock change from planting new trees. The analysis of loss of sequestered carbon and the carbon sequestration associated with planting new trees will be based on methods utilized in CalEEMod, as modified to more accurately represent airport conditions. (CalEEMod utilizes data and formulas based on the Intergovernmental Panel on Climate Change (IPCC) reports, which are based on global studies rather than studies based on vegetation in California or United States.)

The technical report, to be provided as a letter or memorandum, will describe the methodology utilized in the analysis, assumptions, and model results. The technical report will also include a brief scientific discussion of the carbon sequestration process. CalEEMod output results and other detailed calculations will be included in an attachment. This report will not compare the net change in carbon sequestration to thresholds or determine the significance of the impact pursuant to CEQA as no thresholds have been adopted by air pollution control districts or other agencies in California to evaluate this issue.

Mitigation. Per CEQA Guidelines, Section 15126.4(c), feasible means, supported by substantial evidence and subject to monitoring and reporting, will be identified if needed to mitigate significant effects of GHG emissions (see also CEQA Guidelines, Section 15126.4[a]).

Responsibilities:

Consultant: Gather needed data from Sponsor; perform air quality/GHG analysis. Provide relevant project information to subconsultant for carbon sequestration analysis, provide contract oversight, and review materials.

Subconsultant: Prepare carbon sequestration analysis.

Sponsor: Provide needed background materials; review.

Product: Air quality/GHG analysis, and mitigation, in accordance with CEQA requirements.

Subtask 2.1.2 – Biological Resources

CEQA requirements differ from NEPA requirements in the level of protection provided to special-status species. This subtask will allow for an assessment of potential impacts to candidate or other species of special concern based on state and local guidelines. Potential impacts to state-protected species and habitats will be coordinated with the California Department of Fish and Wildlife (CDFW) and mitigation measures will be developed if deemed necessary. The following specific work efforts are included in this scope:

Tree Survey. A tree inventory will be conducted to map trees located in, or directly adjacent to, the proposed project limits for the safety enhancement project and the north side access road. Each mapped tree will be identified to species and measured for diameter at breast height (dbh). The dbh of each tree will be measured at 4.5 feet above ground level on the uphill side of the tree. In cases where an individual tree has multiple branches at or below dbh that originate from one root mass, the dbh of the largest branch will be measured and documented. If the surveyor cannot confirm that the branches of a multi-branched clump are originating from one root mass, each branch will be measured and mapped as an individual tree. Following completion of the inventory, a map showing all trees mapped in the survey area will be created, as well as a table that lists all tree data. The tree survey data will be used in completing impact analyses related to carbon sequestration (Subtask 2.1.1), oak woodlands, and other state protected trees, such as Monterey pine.

Botanical Surveys and Reconnaissance Wildlife Surveys. Following the literature review conducted for the EA, a series of seasonally timed botanical surveys in the areas identified for the north side access road and Runway 10L-28R and associated taxiway improvements will be conducted. Reconnaissance level botanical surveys will be conducted in the long-term project areas. During the botanical surveys, biologists will also conduct reconnaissance wildlife surveys. At this time, protocol level surveys for any special-status wildlife are not proposed. If requested by the responsible resource agency (CDFW and/or United States Fish and Wildlife Service [USFWS]), an amendment to this Scope of Services will be required.

State Protected Species Evaluation. Seaside bird's beak (*Cordylanthus rigidus ssp. littoralis*), a California *Endangered Species Act* (ESA) protected species, is documented in the study area. CESA guidelines require suitable habitat for CESA protected species to be surveyed throughout the species blooming period. Seaside bird's beak blooms in April, May, June, July, August, September, and October. Due to the documented occurrences of seaside bird's beak in the study area, it is likely that coordination with CDFW under Section 2081 of the CESA will be

warranted for at least the safety enhancement project. The level of coordination will be dependent on the results of the field surveys. If seaside bird's beak is not observed during the survey effort, the level of coordination could be as little as initial contact and several meetings with the CDFW 2081 Incidental Take Permit Coordinator. If the species is observed in the project area, the level of coordination could include numerous meetings with the CDFW 2081 Incidental Take Permit Coordinator, preparation of a Habitat Conservation Plan (HCP), and obtaining an Incidental Take Permit (ITP) from CDFW. Preparing an HCP and obtaining an ITP can involve numerous subtasks that are difficult to budget without survey data and initial guidance from CDFW. As such, this proposal provides sufficient budget to initiate 2081 ITP coordination with CDFW and provide limited CESA permitting assistance to MPAD. Should preparation of an HCP and retention of an ITP be warranted, these services will need to be provided under another contract and budget that would be developed following the initial coordination with CDFW.

Biological Resources Survey Report. Following completion of the survey efforts, a Biological Resources Survey Report will be prepared includes project-specific evaluations of the specific short- and intermediate-term AMP projects. In addition, the BRSR will include programmatic recommendations for the long-term projects including the general aviation improvements, maintenance building, and extension of the existing Taxiway B. The BRSR will be developed to support the EIR evaluations to be prepared for the various projects.

Responsibilities:

Consultant: Coordinate with subconsultant to assess potential impacts. Assess potential impacts to species of special concern. Assist with the development of mitigation measures if needed. Assist with agency coordination. Prepare EIR section.

Subconsultant: Responsible for this subtask.

Sponsor: Conduct agency coordination, if necessary and review survey report.

Product: Documentation to be included in the EIR that assesses potential impacts to species of special concern in accordance with CEQA requirements. Agency coordination and development of mitigation measures, if required.

Subtask 2.1.3 – Cultural Resources

Cultural Resources Survey and Evaluation. Using the cultural resources survey and report prepared under NEPA for the proposed safety enhancement project, this subtask will provide information suitable for the analysis of cultural resources for that project under CEQA. In addition, a Phase I intensive pedestrian survey of other short- and intermediate-term projects identified in the AMP will be conducted. Archaeologists will conduct the survey utilizing pedestrian transects spaced at maximum intervals of 10–15 meters, covering all portions of the

project areas. The recordation of any archaeological resources, testing or excavation of resources are not included at this time. A programmatic cultural resources analysis of the entire AMP study area will also be completed based on the literature search and record review completed as part of the EA.

A stand-alone cultural resources technical report that will summarize the results of the cultural resources studies, as well as provide avoidance, minimization, or mitigation recommendations for resources within or near the project areas and include maps depicting the areas included in the survey will be prepared. This scope assumes that an electronic draft of this report and figures will be submitted for three rounds of review and revision. If the locations of sensitive archaeological sites or Native American cultural resources are shown or described in the report, the report will be considered confidential.

Built Environment Resources Survey and Evaluation. A built environment survey and evaluation of the Airport was completed in 2014. There are five properties at the Airport that were constructed in 1970 that were not previously evaluated as part of the 2014 study, but that are now older than 45 years of age. Guidance from the California Office of Historic Preservation recognizes that there is commonly a 5-year lag between resource identification and the date that planning decisions are made, and recommends that properties that are 45 years of age or older be recorded and evaluated. To provide MPAD with data for future planning efforts, a focused survey and evaluation to determine if any previously unrecorded properties are eligible for national, state, or local designation, and therefore historical resources under CEQA, will be conducted.

A qualified architectural historian will conduct an intensive-level pedestrian survey of the five buildings and structures within the airport boundary that have come of age since 2014 in order to document and evaluate them for historic significance. The fieldwork will be documented and include detailed notes that discuss the project setting, site characteristics, and general observations. Digital photographs will be taken to support field documentation. Following the field survey, archival research will be conducted to ascertain the age and significance of each architectural resource. The archival research will draw on the 2014 study to the greatest extent possible and will entail a review of historic documents, records, and photographs for information about each property and resources that may be contained therein. Each architectural resource will be recorded on individual California Department of Parks and Recreation (DPR) series 523 forms and will be evaluated for listing in the National register of Historic Places (NRHP) and/or California Register of Historical Resources and local significance. This scope assumes that a maximum of five architectural resources will be recorded and evaluated on DPR forms.

Tribal Consultation. The Sponsor is responsible for coordinating with tribal representative under CEQA. This subtask includes time for the tribal consultation subconsultant to help the Sponsor with its tribal consultation efforts, and the preparation of an EIR section summarizing the Assembly Bill 52 (AB 52) tribal consultation process specific to the proposed project. If significant cultural resources are identified as a result of the cultural resources literature review

or field visit, a draft Memorandum of Agreement or Programmatic Agreement will be prepared for MPAD review and action. In this case, data recovery or other additional site investigation is likely to be required, and an amendment to this Scope of Services will be necessary.

Responsibilities:

Consultant: Review technical report.

Subconsultant(s): Responsible for this subtask.

Sponsor: Coordination with the tribal contacts for Monterey County based on lists provided by the Native American Heritage Commission.

Product: Cultural resources survey report; up to five (5) completed DPR forms; tribal coordination per CEQA and California Public Resources Code, Section 21074; EIR section describing tribal consultation under AB 52; Memorandum of Agreement or Programmatic Agreement, if necessary.

Subtask 2.1.4 – Geology and Soils

Based on the preliminary geotechnical analysis and engineering completed under NEPA for the proposed safety enhancement project, Consultant will summarize information, including engineering recommendations, from the preliminary geotechnical report. Additional information using regional seismic hazard maps and other available sources will also be used to address CEQA impact categories within the EIR for the other AMP projects.

Responsibilities:

Consultant: Incorporate findings into EIR. Prepare EIR section.

Sponsor: None.

Product: Documentation to be included in the EIR that assesses the geology and soils of the project area, and identifies mitigation, if necessary, in accordance with CEQA requirements.

Subtask 2.1.5 – Noise

Aircraft Noise. Using the operational fleet mix and flight track data obtained during the noise analysis completed under NEPA for the proposed safety enhancement project, Consultant will prepare 20-year noise exposure contours (2035) based on the 20-year forecasts contained within the AMP. This information will be used to assess the long-term noise implications of the

proposed Master Plan. The EIR analysis will use the 2015 and 2025 noise exposure contours developed as part of the NEPA document to address the existing condition and proposed AMP-related noise.

Contours will be calculated using FAA's AEDT; exhibits will be prepared depicting the noise exposure contours overlain on available aerial imagery. (If the FAA's Integrated Noise Model is used as a second analysis within the NEPA document, this same approach will be duplicated within the EIR.)

Vehicular Traffic Noise. Vehicular noise will be addressed using the following approach:

1) Automobile Traffic Noise Analysis: An automobile traffic noise levels analysis will be conducted based on both the EA's traffic study completed on the safety enhancement project, as well as the separate traffic study on implementation of the entire AMP. Similar to the EA traffic study, the noise analysis for the safety enhancement project will include the following four scenarios since potential design alternatives are not expected to change the overall amount or flow of vehicular traffic: Existing conditions, Existing plus project, Cumulative Projects, Cumulative projects plus project. *This scope of work does not include a noise analysis of the proposed roundabout at Olmsted Road and Highway 68, which is only included within the Airport Master Plan as a possible future mitigation measure. If implemented, the Airport would pay its "fair share" cost of the improvement, but would not be responsible for its construction.*

Similar to the traffic study on the entire AMP, the noise analysis for overall implementation of the AMP, including the north side access road and potential land use changes on the north side will include the following six scenarios: Existing conditions, Existing plus project (Land use density alternative 1), Existing plus project (Land use density alternative 2), Cumulative Projects, Cumulative projects plus project (Land use density alternative 1), and Cumulative projects plus project (Land use density alternative 2).

Short-term sound level measurements and manual traffic counts will be conducted adjacent to appropriate segments of Airport Road, Ramona Avenue, Olmsted Road, Skypark Drive, Henderson Way, and up to four (4) locations along Highway 68 to characterize ambient traffic-related noise levels, and in order to calibrate the Federal Highway Administration (FHWA) Transportation Noise Model (TNM 2.5). All noise measurements will be conducted using an ANSI Type 1 or Type 2 sound level meter. These measurements will be used to establish the existing ambient noise levels at noise-sensitive land uses in close proximity to the Airport and key roadways.

Future traffic noise levels will be determined based on the results of the short-term noise measurements, employing future predicted traffic volumes supplied by the project transportation engineer, and using the FHWA TNM 2.5 traffic noise prediction model. Offsite traffic noise impacts will be evaluated using the results of the FHWA TNM 2.5 modeling.

The results of the automobile traffic noise analysis will be compared with local and regional regulations including City of Del Rey Oaks noise thresholds, City of Monterey noise thresholds, the County of Monterey thresholds, and the thresholds from any other impacted jurisdictions as well as State and Federal standards. Changes in the level of traffic noise caused by the project will be evaluated against the different applicable thresholds and a determination of impact significance per the adopted significance threshold for each relevant jurisdiction will be made. If threshold criteria are exceeded, mitigation measures will be investigated and prescribed for each separate significant impact.

2) Construction Noise Analysis: The potential for short-term noise impacts due to construction activities at nearby noise-sensitive receptor locations will be assessed. The analysis will be based upon published average construction noise levels for similar scale projects and standard exterior noise attenuation rates. Identified construction noise levels will be compared against applicable local standards. Guidance and recommendations on how to reduce noise impacts from construction will be provided.

3) Ground Operations Noise Source Evaluation: Noise sources such as Heating, Ventilation, and Air Conditioning (HVAC) equipment and loading docks that are part of proposed Master Plan projects will be evaluated for their potential to adversely impact offsite noise-sensitive land uses.

4) Report: An acoustic analysis report will be prepared for inclusion in the environmental document. The report will summarize and present the findings of the above analysis. This scope of work assumes one round of revisions.

Responsibilities:

Consultant: Prepare noise exposure contours. Review vehicular noise report.

Sponsor: Review.

Product: Future (2035) noise exposure contours. Vehicular noise study and report.

Subtask 2.1.6 – Transportation/Traffic

Because potential traffic impacts of the proposed AMP are important to the surrounding community, a detailed traffic analysis is proposed. The EIR will summarize both the EA’s traffic study completed on the safety enhancement project, as well as a separate study on the AMP as follows:

Data Collection and Existing Conditions Intersection and Road Segment Analyses. Where appropriate, existing traffic count data from other recently completed traffic studies in the study area, including the Airport’s safety enhancement project traffic study, will be used. New

traffic counts at selected locations (i.e., Del Rey Gardens Drive/Highway 218; San Benancio Road/Highway 68) will also be collected in order to validate the counts from other recently completed traffic studies.

The intersection turning movement counts will be conducted during the weekday AM and PM peak periods (7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM). Counts will include cars, trucks, buses, pedestrians and bicycles. From these counts, the weekday AM and PM peak hours will be identified. Existing conditions operational analyses will be performed for project study area intersections and roadway segments. In addition, the amount of daily traffic that can be added to Airport Road before causing an impact will be estimated based on the roadway's classification and existing traffic load.

Project Impact Evaluation. Project-specific and cumulative impact analyses will be conducted for the proposed land uses within the AMP. Trip generation estimates will be developed for two project alternatives on the north side of the Airport. Project Alternative 1 will include a relatively higher trip generating land use and Project Alternative 2 will include a relatively lower trip generating land use. These estimates will be customized based on anticipated patterns of trip activity, and will utilize trip rates from *Trip Generation Manual*, 9th Edition, published by the Institute of Transportation Engineers in 2012, where applicable. The project trip distribution will also be estimated in the vicinity of the study project. The project trip assignment will be derived from the project trip generation and distribution.

Project impacts will be identified for each analysis scenario. Possible impacts may include the impacts to the quality of life for the residents of the neighborhoods in the vicinity of the Airport. Feasible improvements to mitigate those impacts, which may include traffic calming measures, will be recommended (also see discussion below under Mitigation). The traffic analysis will also document the anticipated number of daily truck trips and truck routes associated with the project's construction activities. Potential impacts from construction activities will be discussed and recommendations will be made to reduce construction activities to less than significant levels.

Mitigation. The traffic report will provide recommended mitigation for significant project-specific and/or cumulative impacts, as well as for the project's construction activities. This discussion will distinguish between measures that are proposed by the Airport as a part of the project and those that are under the jurisdiction of another responsible or trustee agency. These latter types of mitigation measures would be those that could be reasonably expected to reduce adverse impacts if required as conditions of approving the project.

Responsibilities:

Consultant: Coordinate with subconsultant to assess potential impacts. Assist with the development of mitigation measures if needed. Prepare EIR section.

Subconsultant: Responsible for this subtask.

Sponsor: Review.

Product: Traffic report.

Subtask 2.1.7 – Growth Inducement

The EIR is required to discuss the ways in which the proposed project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. Included in this are projects which would remove obstacles to population growth. The discussion must include any characteristics of a project that could encourage and facilitate other activities that could significantly affect the environment, either individually or cumulatively.

Generally, implementation of the AMP will occur on airport property. However, the AMP does recommend acquisition of 5.5 acres of private property, construction of a north side access road, additional non-aviation development on the north side of the Airport, redevelopment of the former Industrial area, and the acquisition of property or avigation easements over the RPZs on the east end of the Airport (long-term project). The potential growth implications of these, and other, proposed recommendations of the AMP will be specifically evaluated.

In addition, through the expansion of the Airport's terminal, accessibility to the region overall may be improved, indirectly affecting population growth in the area and generating additional demand for housing and regional recreational resources, such as the area's beaches. Therefore, based on available information regarding growth, housing, employment, and tourism projections for the region, a discussion of the Airport's effect on local or regional trends over the 20-year planning horizon of the long-term AMP will be provided. *This subtask will rely on published data only; no additional data collection or economic studies are included in this scope.*

Responsibilities:

Consultant: Responsible for subtask. Prepare EIR section.

Sponsor: Review.

Product: Growth-inducing impact analysis in accordance with CEQA requirements.

CEQA Task Three – DOCUMENTATION

Whenever possible, the project-specific CEQA-related environmental subtasks will be prepared in conjunction with the NEPA-related analysis for the proposed safety enhancement project.

However, the EA will address the impacts of the project compared to the No Action alternative while the EIR will address the impacts of the project compared to the existing condition. In addition, the EIR will address all proposed short- and intermediate-term AMP projects as well as potential impacts of AMP implementation at a programmatic level.

Subtask 3.1 – Administrative Draft EIR

An Administrative Draft EIR will be prepared for review by the Sponsor. The Administrative Draft EIR, which is designed for internal review only, will be submitted electronically to the Sponsor (and its reviewing team). Up to five (5) hard copies of the Administrative Draft EIR will be prepared, if requested.

Responsibilities:

Consultant: Primary responsibility for subtask.

Sponsor: Review.

Product: Five (5) copies of the Administrative Draft EIR.

Subtask 3.2 – Revised Administrative Draft EIR

Following review, comments made by the Sponsor as a result of Subtask 3.1 will be incorporated into the environmental document. Electronic copies of the chapters containing revisions will then be provided for concurrence. *Two rounds of revisions, review, and comments by the Sponsor (or its reviewing team) are included in this scope, if necessary.*

Responsibilities:

Consultant: Primary responsibility for subtask.

Sponsor: Review.

Product: Electronic copies of the revised Administrative Draft EIR chapters will be prepared.

Subtask 3.3 – Draft EIR

After incorporating comments received on the Administrative Draft EIR, the Draft EIR will be printed. Up to fifty (50) paper copies of the Draft EIR (without appendices) will be prepared; due to the anticipated length of the appendices, up to ten (10) copies of the appendices will be

provided only on CD. Fifteen (15) of these copies will be submitted to the State Clearinghouse, using its Executive Summary and CD option. An electronic copy of the Draft EIR will also be prepared and posted on the project website. The Draft EIR will be placed in the same public viewing locations as the Draft EA for the safety enhancement project.

Responsibilities:

Consultant: Primary responsibility for subtask.

Sponsor: Review.

Product: Fifty (50) copies of the Draft EIR; ten (10) copies of the appendices on CD.

Subtask 3.3.1 – Notice of Availability

A Notice of Availability (NOA) of the Draft EIR will be prepared that will announce the availability of the Draft EIR for review. It will contain a description of the proposed airport improvements, identification of significant environmental impacts, a specification of the review period, notification of the workshop date, and the address where copies of the EIR and all documents referenced in the EIR will be available for public review. The NOA will be sent to the County clerk, agencies, and any person that indicates interest in the project. The NOA will also be placed in a newspaper of general circulation. The NOA will be placed on the Airport Monterey Regional Airport Website and posted in conspicuous place in the terminal building.

Responsibilities:

Consultant: Prepare NOA and send it to parties listed above. Prepare NOA for newspaper.

Sponsor: Arrange to have notice printed in local newspaper and post NOA on the Airport Website and in terminal building

Product: NOA in accordance with CEQA requirements.

Subtask 3.3.2 – Notice of Completion

At the same time the NOA is made available, a Notice of Completion (NOC) must be filed with the State Clearinghouse. Consultant will prepare the NOC for submittal by the Sponsor. The NOC will include a brief project description and information on the project location, the addresses where the Draft EIR is available for review, and the public review period.

Responsibilities:

Consultant: Prepare NOC.

Sponsor: Submit NOC to State Clearinghouse.

Product: NOC in accordance with CEQA requirements.

Subtask 3.4 – Response to Comments

Response to comments on the Draft EIR will be prepared to address concerns or questions raised by the public and/or agencies reviewing the document. These responses will be coordinated with comment letters received on the EA and with comments received during the Public Information Workshop and/or Public Hearing (see Subtask 4.2) to the extent practical.

Responsibilities:

Consultant: Respond to comments.

Sponsor: Review.

Product: Response to CEQA-related comments.

Subtask 3.5 – Final EIR

The Final EIR will respond to all comments received on the Draft EIR, including those obtained during the public information workshops. The Final EIR will contain a list of persons, agencies, and organizations that commented on the Draft EIR; copies of all comments received; and the responses to the comments. Twenty-five (25) copies of the Final EIR (without appendices) will be prepared, with up to ten (10) copies of the appendices on CD.

Responsibilities:

Consultant: Primary responsibility for subtask.

Sponsor: Review.

Product: Twenty-five (25) copies of the Final EIR. (If requested by the Sponsor, a portion of these copies can be provided on CD.) Ten (10) copies of the appendices on CD.

Subtask 3.6 – Mitigation Monitoring and Reporting Program

A mitigation monitoring and reporting program will be prepared to reflect the mitigation measures and project revisions included in the Draft and Final EIRs. The program will include all changes in the proposed project either adopted by the Sponsor or made conditions of approval by resource agencies.

Responsibilities:

Consultant: Primary responsibility for subtask.

Sponsor: Review.

Product: A mitigation monitoring and reporting program. The draft program will be included within the Draft EIR.

Subtask 3.7 - Notice of Determination

A Notice of Determination (NOD) will be prepared after the Sponsor decides to approve the project. The NOD will include the project name, description, and location and date of project approval. The NOD will summarize the project's significant impacts and state whether mitigation measures were adopted as conditions of approval. The NOD will be sent to the Monterey County Clerk's Office with the applicable filing fee within 5 days from when the MPAD Board of Directors certify the EIR.

Responsibilities:

Consultant: Prepare NOD.

Sponsor: Review and file NOD with the applicable filing fee to Monterey County Clerk's Office

Product: Notice of Determination.

CEQA Task Four – ADDITIONAL CEQA COORDINATION/PUBLIC INVOLVEMENT

Subtask 4.1 – Agency Presentations, Coordination Meetings, Public Hearings/Approvals, etc.

It is anticipated that the CEQA process will trigger the need for meetings, agency presentations, and/or public hearings or approvals. Up to six (6) meetings or presentations have been included in this subtask. Each will be attended by at least two (2) Consultant team members.

Responsibilities:

Consultant: Project meetings.

Sponsor: None.

Product: Up to six (6) project meetings, etc. to be attended by at least two (2) Consultant team members.

Subtask 4.2 – Public Information Workshop and/or Public Hearing

A public information workshop and/or public hearing will be held approximately 30 days after the Draft EIR is made available for public and agency review (Subtask 3.3). The workshop will consist of information stations with identification of specific issues. Specific information to be presented will include the materials contained within the Draft EIR. Presentation materials, primarily in the form of display boards, will be prepared for the workshop.

If requested by members of the public or the Sponsor, a public hearing will be conducted to solicit input from individuals, organizations, and agencies on the Draft EIR. Sign-in sheets, speaker registration forms, and written comment forms will be provided by the Consultant team; the Sponsor will be responsible for providing the hearing location and a court reporter. The court reporter will provide a transcript of the hearing for posting on the project website and for inclusion in the Final EIR.

A hearing can be conducted in an open house format in conjunction with the public information workshop or can include a power point presentation. Up to four (4) members of the project team will attend the hearing and/or workshop in order to allow for one-on-one interaction with the public.

Responsibilities:

Consultant: Prepare mock-ups of newspaper advertisements. Prepare direct mail workshop announcements, as directed. Provide facilitation, technical presentations, and related graphics for the meetings. Prepare press releases for Sponsor. Prepare summary of workshop for inclusion within the documents.

Sponsor: Provide names for mailing list and pay for direct mailings, if needed. Conduct email blast. Review, approve, and send press releases to local media. Approve mock-ups of meeting advertisements. Arrange and pay for placement of ads in local newspapers and any direct mailings. Arrange, and, if needed, pay for meeting room and court reporter.

Product: News releases, meeting advertisements, display boards and charts, direct mail or email flyers, workshop/hearing attendance by up to four (4) members of Consultant project team, workshop summary.

Monterey Regional Airport
Master Plan - Environmental Impact Report (CEQA)
Cost Summary
June 29, 2016

	Coffman Associates Days						SWCA	Pacific Legacy	Mott-MacDonald	Dudek	Neill Eng./KHA	Communi-Quest	GDB (Legal Review)	TASK/ELEMENT TOTAL	
	Principal \$2,248	Sr. Professional \$1,840	Professional \$1,384	Technical \$968	TOTAL LABOR	Travel									Other Expenses
CEQA TASK 1 - PROJECT DESCRIPTION, ALTERNATIVES, & ENV. SETTING															
Subtask 1.1 Project Description	1	1	2	0	\$6,856								\$1,100	\$7,956	
Subtask 1.1.1 Develop EIR Scope	2	0	3	1	\$9,616	\$1,000							\$1,100	\$11,716	
Subtask 1.2 Project Alternatives	2	5	5	1	\$21,584								\$1,100	\$22,684	
Subtask 1.3 Environmental Setting	0	2	3	0	\$7,832								\$1,100	\$8,932	
TOTAL	5	8	13	2	\$45,888	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$4,400	\$51,288	
CEQA TASK 2 - CEQA IMPACT ANALYSIS															
Subtask 2.1 Env. Impact Analysis & Mitigation	0	3	10	2	\$21,296									\$21,296	
Subtask 2.1.1 Air Quality/GHGs	0	2	2	1	\$7,416				\$12,740					\$20,156	
Subtask 2.1.2 Biological Resources	0	1	1	0	\$3,224		\$20,808							\$24,032	
Subtask 2.1.3 Cultural Resources	0	2	2	0	\$6,448		\$25,679	\$19,744						\$51,871	
Subtask 2.1.4 Geology and Soils	0	1	2	0	\$4,608									\$4,608	
Subtask 2.1.5 Noise	3	5	6	3	\$27,152				\$20,900					\$48,052	
Subtask 2.1.6 Transportation/Traffic	0	0	2	0	\$2,768			\$41,898						\$44,666	
Subtask 2.1.7 Growth Inducement	0	2	3	1	\$8,800									\$8,800	
TOTAL	3	16	28	7	\$81,712	\$0	\$0	\$46,487	\$19,744	\$41,898	\$33,640	\$0	\$0	\$223,481	
CEQA TASK 3 - CEQA DOCUMENTATION															
Subtask 3.1 Administrative Draft EIR	3	5	20	2	\$45,560		\$1,100						\$6,600	\$53,260	
Subtask 3.2 Revised Administrative Draft EIR	0	0	5	0	\$6,920								\$6,600	\$13,520	
Subtask 3.3 Draft EIR	1	3	3	2	\$13,856		\$10,400						\$6,600	\$30,856	
Subtask 3.3.1 Notice of Availability	0	0	1	0	\$1,384								\$550	\$1,934	
Subtask 3.3.2 Notice of Completion	0	0	1	0	\$1,384								\$550	\$1,934	
Subtask 3.4 Response to Comments	5	5	20	1	\$49,088			\$7,888					\$16,000	\$72,976	
Subtask 3.5 Final EIR	1	5	8	2	\$24,456		\$5,250						\$6,600	\$36,306	
Subtask 3.6 MM&R Program	0	0	5	0	\$6,920		\$7,732						\$1,100	\$15,752	
Subtask 3.7 Notice of Determination	0	0	1	0	\$1,384								\$550	\$1,934	
TOTAL	10	18	64	7	\$150,952	\$0	\$16,750	\$7,732	\$7,888	\$0	\$0	\$0	\$45,150	\$228,472	
CEQA TASK 4 - CEQA COORDINATION/PUBLIC INVOLVEMENT															
Subtask 4.1 Agency & Coord. Mtgs., Etc. (6)	12	12	3	1	\$54,176	\$12,000			\$13,804			\$7,375	\$50,000	\$137,355	
Subtask 4.2 Public Workshop/Public Hearing	2	2	2	1	\$11,912	\$3,200	\$200					\$10,500	\$25,450	\$51,262	
TOTAL	14	14	5	2	\$66,088	\$15,200	\$200	\$0	\$13,804	\$0	\$0	\$17,875	\$75,450	\$188,617	
CEQA Project Total	32	56	110	18	\$344,640	\$16,200	\$16,950	\$54,219	\$19,744	\$63,590	\$33,640	\$0	\$17,875	\$125,000	\$691,858

EXHIBIT "C"
ADDITIONAL SERVICES

MONTEREY REGIONAL AIRPORT
PROFESSIONAL SERVICES AGREEMENT WITH COFFMAN ASSOCIATES, INC.
FOR PREPARATION OF AN ENVIRONMENTAL ASSESSMENT FOR THE PROPOSED
AIRPORT SAFETY ENHANCEMENT PROJECT AND
AN ENVIRONMENTAL IMPACT REPORT ON THE PROPOSED AIRPORT MASTER PLAN
SCOPE OF ADDITIONAL CONSULTING SERVICES

Additional Services. For the purpose of this agreement, Additional Services means the following professional services:

- Scope of Work excluded from Basic Services that may be desired by District to perform additional unspecified tasks such as the following:
 - Additional Environmental Studies
- Additional unforeseen office or field tasks determined to be necessary by District to complete the project.

Consultant shall furnish all the additional services to the satisfaction of District's Executive Director, with reasonable diligence. Consultant shall perform such additional services upon District's written request, specifying the details thereof and the time and manner in which such services shall be performed.

Services required that are not obvious or become apparent when uncovered shall be considered as additional services. The extent of these services will be determined and approved by District's Executive Director.

Compensation. Consultant will perform the work on an hourly charge rate basis as shown in Exhibit "D". The maximum Consultant's Fee for this work shall be approved by District's Executive Director.

EXHIBIT "D"
HOURLY RATES OF COMPENSATION

MONTEREY REGIONAL AIRPORT
PROFESSIONAL SERVICES AGREEMENT WITH COFFMAN ASSOCIATES, INC.
FOR PREPARATION OF AN ENVIRONMENTAL ASSESSMENT FOR THE PROPOSED
AIRPORT SAFETY ENHANCEMENT PROJECT AND
AN ENVIRONMENTAL IMPACT REPORT ON THE PROPOSED AIRPORT MASTER PLAN

BILLING RATE SCHEDULE

Payments to Consultant for authorized and satisfactorily completed Basic Services and Additional Services shall be made on a time-and-expense basis in accordance with the rates shown below.

<u>Classification</u>	<u>Hourly Rate</u>
Principal-In-Charge	\$281.00
Senior Professional/Project Manager	\$230.00
Professional	\$173.00
Technical/Support	\$121.00
Subcontractors/Vendors/Materials/Travel	At Cost

The above rates include direct salary costs, overhead and related fees.

Exhibit E – Federal Equipment Acquisition Contract Provisions

a. ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

b. BUY AMERICAN PREFERENCE

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

c. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

d. GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

e. TITLE VI SOLICITATION NOTICE:

The **Monterey Peninsula Airport District** in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42

U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

f. DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

g. ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq.*).

h. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

i. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

j. RIGHTS TO INVENTION

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

k. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must

require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

I. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

m. Seismic Safety

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National

Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

n. COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

o. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

p. DAVIS BACON

Professional Services - The emergence of different project delivery methods has created situations where Professional Service Agreements (PSA) include tasks that meet the definition of construction, alteration or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration or repair and it exceeds \$2,000, then Respondent will be required to comply with the Davis Bacon prevailing wage requirement and it will be included in the Professional Services Agreement.

q. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the

substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

r. AFFIRMATIVE ACTION -49 USC § 47123

Respondent's Obligation

Respondent will assure that no person is excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of any contract, including leases covered by 49 CFR 23 on the grounds of race, color, national origin or sex. Failure to make full disclosure as required above may result in disqualification of proposal or, if discovered after award, in termination of aforementioned agreement.

s. EQUAL OPPORTUNITY

Equal Employment Opportunity Policy Statement

The Monterey Peninsula Airport District is committed to equal employment opportunity and requires that its agents, lessees and others doing business with the Airport adhere to Title VI of the Civil Rights Act of 1964, as amended, and any other applicable Federal and State laws and regulations hereinafter enacted.

t. NON-SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

u. PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under

40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at:

www.epa.gov/epawaste/conserva/tools/cpg/products/.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

v. TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- c) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- d) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- e) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- f) reasonable and substantiated expenses to the contractor directly attributable to Owner's termination action

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR DEFAULT (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice-to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements;
6. Becomes insolvent or declares bankruptcy;

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such

completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner. The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

w. DEBARMENT AND SUSPENSION

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

x. CONTRACT WORKHOURS AND SAFETY STANDARDS

Respondent must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Respondent retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Respondent must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

y. CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

z. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

aa. CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

bb. DRUG FREE WORKPLACE

Government-wide Requirements for Drug-free Workplace –49 CFR Part 29 requires that the Respondent has full responsibility to monitor compliance to the referenced statute or regulation.

TO: Monterey Peninsula Airport District Board of Directors
FROM: Michael La Pier, Executive Director
Scott E. Huber, District Counsel
SUBJ: Approval of Amendment to Lease Between Monterey Peninsula Airport District and Tioga Land Company

BACKGROUND. The Board will consider an amendment to the lease between the Monterey Peninsula Airport District and Tioga Land Company for the property totaling approximately 109,200 square feet and located at 401 Skypark Drive, Monterey, CA 93940 ("Subject Property"). Tioga Land Company constructed and operates Skypark Self Storage.

STAFF ANALYSIS. The Monterey Peninsula Airport District ("MPAD") entered into a ground lease ("Agreement") with Tioga Land Company ("Tioga") for approximately 109,200 square feet of property immediately contiguous to the Monterey Airport, which property is for the purpose of the development and operation of self-storage facilities. The Agreement called for construction of self-storage facilities on a portion of the Subject Property, with an option to construct additional facilities with the approval of MPAD. The initial self-storage facilities have been constructed and are operational. Tioga has requested the ability to expand the current self-storage facilities on a portion of the Subject Property ("Parcel A").

The Agreement established a land lease price for Parcel A. However, the rate included in the original Agreement is below the current market rates. Therefore, staff has negotiated a land lease rate for Parcel A that represents current market conditions. The Amendment to the Agreement provides for an increase of the total land rent of \$.12 per square foot, per month. In addition, staff has added provisions in the Amendment to allow for a transfer of the ongoing business to MPAD following expiration of the Lease.

The Board will consider the Amendment to the Lease.

FISCAL IMPACT. The addition of the Phase 2 Parcel A (16,100 square feet) to the Tioga lease at \$.12 per square foot will increase MPAD monthly revenues by \$1,932.00 per month, and \$23,184.00 per annum. Combined Tioga Phase 1 and 2 monthly revenues are \$8,455.00 per month and approximately \$101,460.00 per annum.

RECOMMENDATION. Approve the First Amendment to Land Lease Agreement Between Monterey Peninsula Airport District and Tioga Land Company.

ATTACHMENTS.

First Amendment to Land Lease Agreement

FIRST AMENDMENT TO LAND LEASE AGREEMENT

This is First Amendment (“Amendment”) to the Lease Agreement dated April 10, 1998 (“Master Lease”), by and between the Monterey Peninsula Airport District, a special district of the State of California (“Lessor”) and the Tioga Land Company, a California Limited Liability Company (“Lessee”) for the Premises. The Parties agree to amend the Master Lease as follows:

1. In accordance with Section 2.0(c) of the Master Lease, Lessor elects to allow Lessee to develop Lease Area A (“Parcel A”) of the Monterey Peninsula Airport (“Airport”). Parcel A is approximately 16,100 square feet and one of Airport’s “Phase Two Areas” under the Master Lease.
2. Lessee is entitled to construct storage units on Parcel A as part of Lessee’s operation of a self-storage facility at Airport. Lessee shall comply with the planning process as set forth in the Master Lease and shall comply with current building codes for the construction of improvements to Parcel A.
3. Upon execution of this amendment, the total rent for Lease Areas B, C, and D shall remain unchanged, and the total monthly rent for Parcel A will be increased by \$0.12 per square foot. The second to last sentence of Section 3.1 is amended to hereby read: “For each square foot of total lease area allocated to support Lessee’s development in the Phase Two Areas, the monthly rent shall be increased by a sum equivalent to \$0.12, as adjusted in the manner set forth in paragraph 7.4 of [the] Master Lease.”
4. The Parties expressly recognize that this Amendment to the Master Agreement supersedes any prior agreement, modification to an agreement, or understanding the Parties or any Party may have had concerning Parcel A, whether express or implied and whether or not recorded.
5. In further consideration of the Amendment, no later than six months prior to the expiration of the Term outlined in Section 5.0 of the Master Lease, Lessee shall share with Lessor any and all business records requested by Lessor related to the Subject Property to assist in the transfer of the Subject Property to the Lessor. This shall include, but not be limited to, the following:
 - Contracts for all storage unit tenants, including names, addresses, and contact information;
 - Rental rates for all storage units;

- Policies and procedures for the operation of all business endeavors of Lessee at the Subject Property;
- Any other relevant business information or documentation requested by Lessor.

6. All other terms and conditions of the Master Agreement shall remain in effect and are not amended by, nor intended to be amended by, this Amendment.

Lessor: Monterey Peninsula Airport District

By: _____ Date _____
_____ Title _____

Lessee: Tioga Land Company

By: _____ Date _____

By: _____ Date _____

By: _____ Date _____

Attest:

By: _____ Date _____

AGENDA ITEM: H-6

DATE: July 13, 2016

TO: Board of Directors
FROM: Michael La Pier, Executive Director
Scott E. Huber, District Counsel
SUBJ: Resolution in Support of the Transportation Safety and Investment Plan Presented by the Transportation Agency for Monterey County

BACKGROUND. The Board may consider the adoption of Resolution No. 1668 demonstrating support for the Transportation Safety and Investment Plan, which includes a 3/8% sales tax, presented by the Transportation Agency for Monterey County ("TAMC").

DISCUSSION. TAMC has received special authorization from the state legislature (SB705) to place a sales tax measure on the ballot for consideration by the electorate. The proposed tax would fund the Transportation Safety and Investment Plan, which will implement numerous local and regional transportation projects, including improvements to the Monterey-Salinas Highway 68, frontage roads along south county Highway 101, and the Highway 156-Castroville interchange.

In addition, the regional plans include alternatives to cars which will reduce traffic congestion, including a bus rapid transit plan for Highway 1 along the Del Monte-Lighthouse corridor, senior transportation, commuter buses and bicycle routes. TAMC estimates that the projects will total more than \$1 billion in construction and design costs. Currently, no other funding source exists for those projects.

TAMC believes that the transportation projects will benefit the Monterey Regional Airport by making it easier for local residents and tourists to get to and from the Airport, reduce congestion along the Highway 68 corridor, and remove traffic from the roadways due to the increased rapid transit and bicycle routes.

The Board will consider adoption of the Resolution.

BUDGET EFFECT. None.

RECOMMENDATION. Adoption of Resolution No. 1668, A Resolution of the Board of Directors of the Monterey Peninsula Airport District Supporting the Transportation Safety and Investment Plan Presented by the Transportation Agency for Monterey County

ATTACHMENTS.

Resolution No. 1668
Transportation Safety and Investment Plan

RESOLUTION NO. 1668

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT SUPPORTING THE TRANSPORTATION SAFETY & INVESTMENT PLAN PRESENTED BY THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY

WHEREAS, there are over \$1 billion in unfunded transportation needs in Monterey County for local road maintenance, pothole repair, regional safety, and walkability improvements over the next thirty years; and

WHEREAS, the Transportation Agency for Monterey County (TAMC) Board of Directors has proposed placing before the voters a three eighths of one percent (3/8%) sales tax for 30 years to fund projects and programs by adoption of a transportation expenditure plan entitled "Transportation Safety & Investment Plan", which includes improvements to Highway 68, State Route 156, and critical local road maintenance that would benefit visitors of the Monterey Regional Airport; and

WHEREAS, a three eighths of one percent (3/8%) sales tax would help fill this unfunded need, leverage additional state and federal funding, provide additional flexibility in times of state and federal funding shortfalls, and provide local control over our ability to meet our transportation needs; and

WHEREAS, the TAMC Board of Directors is comprised of elected or appointed officials from the cities of Carmel-by-the-Sea, Del Rey Oaks, Gonzales, Greenfield, King City, Marina, Monterey, Pacific Grove, Salinas, Sand City, Seaside, Soledad and the County of Monterey, and a representative from the Monterey Peninsula Airport District serves as an ex-officio member of the Board.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Monterey Peninsula Airport District hereby finds as follows:

1. The Transportation Safety and Investment Plan provides economic, legal, social, technological, and other benefits -- including increased safety, congestion reduction, and meets identified community priorities; and
2. The Board believes that the Monterey Regional Airport, which is operated by the Monterey Peninsula Airport District, would benefit from the transportation improvements contained in the Transportation Safety and Investment Plan; and
3. The Board supports placing the tax contemplated by the Transportation Safety and Investment Plan on a future ballot for consideration by the voters of Monterey County.

AND BE IT FURTHER RESOLVED that the Board of Directors of the Monterey Peninsula Airport District hereby:

1. Supports the Transportation Safety & Investment Plan as the expenditure plan for Transportation Sales Taxes in Monterey County (Exhibit A); and

2. Requests that the Board of Supervisors of the County of Monterey approve the placement of the Transportation Safety and Investment Tax on the ballot for consideration by the voters.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 13th day of July, 2016, by the following roll call vote:

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

Signed this 13th day of July, 2016

Mary Ann Leffel, Chair

ATTEST:

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

Keep Monterey County Moving

Transportation Safety & Investment Plan

The Problem:

Our transportation system is aging and county roads and city streets are crumbling. We have made progress on making our highways safer, and reducing traffic, but there are still significant safety concerns and traffic jams on local highways.

Our vulnerable populations — the elderly, children and the disabled — need safer and easier ways to get around.

We have fallen off the fiscal cliff when it comes to transportation revenues. The primary funding source is the gas tax which hasn't been raised for 20 years; and our cars are more fuel efficient. We can't rely on funding from the state and federal government.



Community leaders all agree:

SOMETHING NEEDS TO BE DONE TO FIX OUR ROADS!



The Solution:

We must help ourselves by becoming a self-help county so that we can fill potholes, make our roads safer, and reduce traffic congestion.



Keep Monterey County Moving

Transportation Safety & Investment Plan



\$600 Million
3/8% Over 30 Years

Project	\$ in Millions
Local Road Maintenance, Pothole Repairs & Safety	
Local road and street maintenance, including farm roads; identified by each city and the county	\$360
Regional Safety, Mobility & Walkability Projects	
Highway 68—Safety & Traffic Flow <i>Salinas to Monterey</i>	\$50
US 101 Safety Improvements – South County	\$30
State Route 156 Safety Improvements <i>Castroville Boulevard Interchange</i>	\$30
Imjin Safety & Traffic Improvements <i>Multimodal Corridor Improvements</i>	\$20
Highway 1 Rapid Bus Corridor	\$15
Holman Highway 68 Safety & Traffic Flow <i>Monterey to Pacific Grove</i>	\$10
Habitat Preservation/Advance Mitigation <i>Habitat Plan and Advance Right-of-way for Projects</i>	\$5
Fort Ord Regional Trail and Greenway – paved pathway	\$20
Safe Routes to Schools	\$20
Senior & Disabled Transportation	\$15
Commuter Bus, Salinas Valley Transit Center(s) & Vanpools	\$25
Total Revenue	\$600



June 7, 2016

Michael La Pier
Executive Director
Monterey Peninsula Airport District
200 Fred Kane Drive, Suite 200
Monterey, California 93940

Subject: Water Filtration System Feasibility for Existing Well System, Monterey Peninsula Airport District, Monterey, California

Dear Mr. La Pier:

This letter is intended to provide the Monterey Peninsula Airport District (MPAD) with Allterra's professional opinion regarding the feasibility of producing potable water from the existing on-site water well system. The letter provides a brief site background and a summary of why we do not believe that the installation of a treatment system to bring the water to potable standards is a feasible option.

Brief Background

The on-site water well system is located near the northern boundary of the airport's property and was previously utilized to remove and treat solvents and petroleum hydrocarbons in shallow groundwater originating from leaky Underground Storage Tanks (USTs) in the area. Operation of this system coupled with other remedial efforts has removed the majority of the pollution and only low to trace levels of contaminants remain in shallow groundwater in the area. With recent drought and water shortage issues in Monterey County, the MPAD commissioned a feasibility study to determine if the existing on-site well system could be used for water production purposes and what the water could be used for.

Discussion About Installing a Water Treatment System

Water treatment technology has made tremendous advances and with enough effort, most contaminated water sources can be made potable. However, water treatment systems are expensive to build, require constant operation and maintenance, require regular laboratory testing, and come under heavy regulatory scrutiny. With this in mind, Allterra has prepared the following summary of factors that make the MPAD site very challenging:

- Partially Unconfined Aquifer: The aquifer in question is shallow and partially unconfined, meaning there is potential for surface pollutants to re-contaminate the groundwater in the future. This puts all the effort for a treatment system at risk because new, unknown pollutants may enter the system.

- **Known Pollutants:** Pollutants that can cause adverse health effects in humans, including chlorinated solvents (PCE, TCE, etc.) and petroleum hydrocarbons (benzene, etc.) have impacted groundwater in the area. Trace levels of these contaminants remain in water below the site and will likely remain for years to come. Residual contaminates chemically bonded to soils in the area may continue to release contaminates into shallow groundwater.
- ***High Costs:** The design, permitting, and installation of a potable water filtration system is very expensive. Additionally, the operation and maintenance (O&M) budget has to consider the manpower and materials costs for daily inspections and routine repairs for the lifetime of operations. Laboratory sampling and testing will be required for maintaining permit compliance for the lifetime of operations.
- **Regulatory Challenges:** In general, regulator agencies don't like to be the ones approving projects like these (previously contaminated water being used as potable water). We believe that the oversight agencies do not want to approve projects like this and will make it very difficult to process permit applications and, in the end, they may just say "no". However, there has been positive feedback to utilize this water for non-potable uses.

Conclusion

Based on our professional experience and our familiarity of this project, Allterra believes that it is not feasible to bring water from the existing water well network up to potable standards.

If you have questions or concerns, please contact us at (831) 425-2608.

Sincerely,
Allterra Environmental, Inc.



Aaron Powers, PG 8977
Environmental Division Director

***Hypothetical Cost Estimate** (if *Partially Unconfined Aquifer and Known Pollutant* issues could be resolved)

Filtration System (design, construction, materials) - \$150,000+
Permitting Fees (CEQA, Regional and State fees) - \$75,000+
On going monthly-yearly maintenance and sampling - unknown

AGENDA ITEM: H-8

DATE: July 13, 2016

TO: Monterey Peninsula Airport District Board of Directors
FROM: Scott E. Huber, District Counsel
SUBJ: Establish Procedure for Response to Grand Jury Report

BACKGROUND. The Board will consider the establishment of a procedure to respond to the 2015-2016 Monterey County Grand Jury Final Report.

STAFF ANALYSIS. On or about June 13, 2016, the Monterey County Civil Grand Jury delivered a report to the Board of Directors entitled "The Slowly Expanding Use of Body-Worn Video Cameras by Law Enforcement Agencies in Monterey County."

Having received this report, the Board of Directors is now obligated to provide responses to the findings and recommendations the Grand Jury has made concerning these subjects. This obligation is stated in Penal Code section 933, which provides in relevant part:

"No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body"

As the Grand Jury report was released to the public, the Board is obligated to submit its response to the Presiding Judge no later than September 11, 2016. Approval of the responses must be made by formal Board action in open session.

The contents of a response to a grand jury report are stated in Penal Code section 933.05. This section requires that as to each grand jury finding, the Board states that: (i) it agrees with the finding; (ii) it disagrees entirely with the finding; or (iii) it disagrees with part of the finding, in which case it must specify the part of the finding it disputes.

After addressing the findings in this manner, the Board must also respond to each grand jury recommendation. As to each, it must specify one of the following dispositions: (i) the recommendation has been implemented, with a summary regarding how such implementation was carried out; (ii) the recommendation will be implemented, with a timeframe given for such implementation; (iii) the recommendation will be further studied, including discussion of the scope of the study and the timeframe in which it will occur; or (iv) the recommendation will not be implemented and an explanation as to why the recommendation is unwarranted or unreasonable.

To ensure that the Board may comply with these responsibilities in a timely manner, Staff recommends that the Board establish an ad hoc committee and appoint at least one Board

member to work with Staff to develop responses for the full Board to consider at a subsequent meeting. The Board could do this by appointing one Board member (or two) to oversee the responses to the entire Grand Jury report. Staff would then work with the assigned Board member(s) to draft a complete response for full Board consideration. The Board should direct that these draft responses be prepared promptly so there will be ample time for full and public Board consideration during a future meeting.

Given the nature of the matters discussed in the Grand Jury report, I also recommend the Board set aside a portion of one meeting to consider the draft responses. The Board should schedule that meeting sufficiently in advance of the response deadline so that it may continue the responses to a second Board meeting if necessary.

To meet these objectives, Staff proposes that the Board direct that a full draft response to the Grand Jury Report be prepared by August 3, 2016 and that this report be agendaized for consideration at the Board meeting scheduled for August 10, 2016.

FISCAL IMPACT. None.

RECOMMENDATION. Establish a procedure to respond to the 2015-2016 Grand Jury Report.

ATTACHMENT.

Final Grand Jury Report

MONTEREY COUNTY



OFFICE OF THE COUNTY COUNSEL

168 WEST ALISAL STREET, 3RD FLOOR, SALINAS, CALIFORNIA 93901-2439
(831) 755-5045 FAX: (831) 755-5283

CHARLES J. McKEE
COUNTY COUNSEL

Leslie J. Girard
Chief Assistant County Counsel

CONFIDENTIAL IMMEDIATE ATTENTION REQUIRED

June 13, 2016

Via Hand Delivery

Mary Ann Leffel, Chair, and Members of the
Monterey Regional Airport Board of Directors
200 Fred Kane Drive, #200
Monterey, CA 93940

Re: 2015-2016 Monterey County Civil Grand Jury Final Report – “The Slowly Expanding Use of Body-Worn Video Cameras by Law Enforcement Agencies in Monterey County”

Dear Board of Directors:

On behalf of the 2015-2016 Monterey County Civil Grand Jury, and pursuant to Penal Code section 933.05(f), I am enclosing for your review the Grand Jury's Final Report entitled “The Slowly Expanding Use of Body-Worn Video Cameras by Law Enforcement Agencies in Monterey County”, which has been approved for publication. The Grand Jury intends to publish the report to the public no sooner than 48 hours following delivery of the report to you.

This report constitutes a Final Report for purposes of Penal Code section 933. Pursuant to that section, you must submit comments on the report to the Honorable, Mark E. Hood, Presiding Judge of the Superior Court, 240 Church Street, Salinas, CA 93901, within ninety (90) days following its transmittal. You are responsible for Finding Nos. F1-F5, F24-F25, and Recommendation Nos. R33-R34. With respect to each finding, the Board shall indicate one of the following:

- 1) That the Board agrees with the finding; or
- 2) That the Board disagrees wholly or partially with the finding, in which case the Board must specify the portion of the finding that is disputed and shall include in the response an explanation of the reasons for the disagreement.

With respect to each recommendation, the Board must report one of the following actions:

- 1) That the recommendation has been implemented, with a summary regarding the implemented action;
- 2) That the recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation; or

Monterey Regional Airport Board of Directors

June 13, 2016

Re: The Slowly Expanding Use of Body-Worn Video Cameras
by Law Enforcement Agencies in Monterey County

Page 2

- 3) That the recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the Board (this timeframe not to exceed six months from the date of publication).
- 4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefore.

Thank you for your attention to these matters; the Civil Grand Jury looks forward to your response.

Sincerely,

By: 
Leslie J. Girard
Chief Assistant County Counsel

LJG:so

Enclosure

cc: Grand Jury

Hon. Mark E. Hood, Presiding Judge

Jeff Hoyne, Chief of Police

**THE SLOWLY EXPANDING USE OF BODY-WORN VIDEO CAMERAS
BY LAW ENFORCEMENT AGENCIES IN MONTEREY COUNTY**



Photo courtesy of The Safariland Group. www.viewu.com

THE SLOWLY EXPANDING USE OF BODY-WORN VIDEO CAMERAS BY LAW ENFORCEMENT AGENCIES IN MONTEREY COUNTY

SUMMARY

Citizens often take cell phone video recordings of police officers who are involved in a public confrontation with one or more individuals. In response, many law enforcement agencies are using officer body-worn cameras (BWCs) in order to help explain activities from the officer's perspective. In adopting the use of BWCs, it's of critical importance that law enforcement agencies also adopt clearly stated written policies directing their officers on how to use their BWCs, how to download and store recorded videos, and how to maintain the integrity of all recorded information at all times. Many "best practice" models have been published for use in guiding the creation of agency policies, although there are significant differences among those models. The California legislature recently enacted a new Penal Code section, which outlines the types of provisions that must, at a minimum, be included in any state or local agency BWC policy.

This report begins with a brief introduction to BWC technology. While all BWCs perform the same basic function, there are important differences in performance features among available BWC models. There is also continuing debate regarding certain controversial policy issues, which we briefly discuss. We also discuss various police attitudes and cautionary considerations regarding BWC use. Finally, this report presents its findings and recommendations regarding the extent to which BWCs are currently in use by Monterey County law enforcement agencies, specifically identifying those agencies that use BWCs, those that do not, and those who plan to use them at some future date.

We found that six of the fifteen local law enforcement agencies surveyed have obtained and use BWCs on a daily basis. These six agencies have adopted written policies to guide their officers on appropriate BWC use. None of those written policies, however, complies with the recently enacted California law pertaining to required BWC policy provisions.

Two local police departments are in the process of purchasing BWCs and implementing BWC programs for their departments. Seven law enforcement agencies are not using BWCs; however, six of them favor their use and plan to purchase and employ BWCs at some future date. Only one agency remains uncommitted to their eventual use.

BACKGROUND

The widespread use of cell phones in the United States has made it possible for ordinary citizens to routinely video record police conduct. In recent years there has been widely publicized reporting of bystander recordings that depict, or appear to depict, improper or even criminal conduct by law enforcement personnel.

Citizen videos of questionable police activities have varying quality and evidentiary value. In some cases, the evidentiary value of the recording is high, leaving little if any doubt as to what actually occurred. In other cases the poor quality or other features of the recording result in significant uncertainty and dispute regarding the exact nature or significance of the disputed citizen-officer interaction.

In response to the above uncertainties and resulting concerns, there has been growing interest, both by the public and by law enforcement agencies, in making BWCs (cameras that record both video and audio information) available for use by all law enforcement field personnel on a mandatory basis. BWCs, when appropriately used, respond to public demands for greater law enforcement transparency. They also provide recordings that are of potentially different durations and scope when compared with citizen cell phone recording of the same event. In addition, they are taken from the visual perspective of the officer or officers whose conduct has been called into question. Requiring law enforcement officers to use BWCs also serves as a risk management tool by causing officers to be more conscious of their conduct. Both the American Civil Liberties Union (ACLU) and law enforcement agencies have, in general, agreed that police use of BWCs, with appropriate safeguards, is a positive development.

The primary purpose of this investigation has been to explore the extent to which BWCs have been put into field use by each city and county law enforcement agency within Monterey County. We have also examined the extent to which each agency has adopted written policies and procedures to direct field officers in the appropriate use of their BWCs, including how to preserve and ensure the integrity of all BWC recordings. In addition, we have reviewed locally adopted policies and procedures in light of applicable California law and other “best practices” policy provisions suggested by various national organizations and by large law enforcement agencies elsewhere in our state.

METHODOLOGY

We conducted sixteen interviews including one or more high-level officials of the Monterey County Sheriff's Department and of every city police department within the County. We reviewed department policy documents and correspondence, news articles, video transcripts, camera manufacturer literature, model policy documents, and topical publications from many sources. In addition, we studied independently published “white papers”, journal articles, and applicable California law.

DISCUSSION

Before discussing the extent of local BWC use and related department policies, we first consider if and when it is lawful for a citizen to video police officers during law enforcement actions. Then, we discuss various BWC models, compare selected BWC features, and review policy considerations. Finally, we present local department use decisions and practices.

A. CITIZEN'S RIGHT TO VIDEO POLICE AND LEGALLY PROHIBITED POLICE RESPONSES

Several federal appellate courts have ruled that “Recording governmental officers engaged in public duties is a form of speech through which private individuals may gather and disseminate information of public concern, including the conduct of law

enforcement officers.”¹ Furthermore, section 148 of the California Penal Code provides in pertinent part that:²

148. (a)(1) Every person who willfully resists, delays, or obstructs any public officer, peace officer, or an emergency medical technician, as defined in Division 2.5 (commencing with Section 1797) of the Health and Safety Code, in the discharge or attempt to discharge any duty of his or her office or employment, when no other punishment is prescribed, shall be punished by a fine not exceeding one thousand dollars (\$1,000), or by imprisonment in a county jail not to exceed one year, or by both that fine and imprisonment.

(g) The fact that a person takes a photograph or makes an audio or video recording of a public officer or peace officer, while the officer is in a public place or the person taking the photograph or making the recording is in a place he or she has the right to be, does not constitute, in and of itself, a violation of subdivision (a), nor does it constitute reasonable suspicion to detain the person or probable cause to arrest the person.

Thus, California citizens have the right to video record police conduct, subject to Penal Code 148 (a) limitations and the usual “reasonable time, place, and manner” restrictions that are placed on acts protected by the First Amendment to the U.S. Constitution. For example, you cannot record police officers if you are knowingly trespassing on private property (as opposed to recording police in a public place); and you must comply with a police order to step back or record from a reasonable distance under circumstances where a suspect might have a gun or dangerous weapon; and you can’t impede police officers in the performance of their duties. Police officers violate the due process clause

¹ Gilk v. Cunniffe, 655 F.3d 78, 82 (1st Cir. 2011)

² California Penal Code, section 148

of the Fourteenth Amendment when they deprive individuals of their device and its recordings without first providing notice and an opportunity to object.³

In accordance with the law, many law enforcement agencies have adopted written policies that advise their officers that citizens have the right to video record police activity subject to the allowed limitations on that right.

B. THE BASICS OF BODY-WORN VIDEO CAMERAS

BWCs are small lightweight video cameras that law enforcement officers attach to their uniform in order to record their enforcement activities. The BWCs recording function must first be turned on before any event can be recorded. In most cases, once a recording is made, it cannot be edited or deleted in the field by the officer. At the end of an officer's shift, the camera's recordings are downloaded to a computer, a server, or the "cloud" and preserved for later viewing. There are over a dozen BWC manufacturers. Their cameras have many common features and performance functions; however, there are also a number of differences.

C. MANUFACTURE MAKES AND MODELS: THEY'RE NOT ALL THE SAME

Law enforcement agencies in Monterey County that currently provide BWCs for their officers use one of three BWC models, each manufactured by a different company.⁴




1. The "AXON" camera, manufactured by TASAR International, Inc.
2. The "LE3" camera, manufactured by VIEVU, LLC.
3. The "BODYCAM" camera, manufactured by Pro-Vision Systems.

Since each camera performs the same basic functions of video and audio recording, we compare only a few of the more interesting features as shown in **FIGURE 1**.

³ In Riley v. California, 134 S. Ct. 2473, 189 L. Ed. 2d 430 (2014) the United States Supreme Court held that an arresting police officer may not conduct a warrantless search of an arrestee's cell phone contents. Doing so constitutes a violation of the Fourth Amendment to the U.S. Constitution.

⁴ Two departments report that they are in the process of purchasing WatchGuard BWCs for future use.

**FIGURE 1
BODY-WORN CAMERA MODEL COMPARISON**

Feature	Axon ^a	LE3 ^b	BodyCam ^c
			
Weight	3.5 oz.	2.8 oz.	1.6 oz.
Dimensions	2.6x3.3x0.8 in	3x2.1x0.85 in.	2.5x2x1 in.
Field of View	130 degrees	68 deg.	170 deg.
Pre-record buffering	Max 30 sec.	No	No
Charging Time	6 hrs.	3 hrs.	3 hrs.
Recording Time with Normal Use	6-12 hrs.	6-12 hrs.	3-18 hrs.
Low Light Recording	Yes	Yes	Yes
Proprietary Mgmt. Software	Yes, optional	Yes, required	Yes, optional
Still Photos	No	No	Yes
Display Screen	No	No	Yes
Field Access to delete?	No	No	Yes, unless configured to prevent. Also, memory card is removable
BWC Cost (excluding storage)	\$400.00	\$1,000.00	\$580.00

^a AXON body™ Camera Specifications, 10/7/13

^b LE3 Detailed Specification Sheet

^c BODYCAM, HD Body Camera User Guide, undated.

D. LAW ENFORCEMENT BWC POLICIES AND PROCEDURES

There is widespread agreement among state and federal law enforcement agencies that to ensure transparency and increase public trust, it is critically important to have specific

BWC policies and procedures in place with strict enforcement by each agency. These policies must clearly spell out the specific circumstances under which a BWC recording should be made, necessary methods for video data storage for legally required periods of time, and procedures for maintaining data integrity at all times. However, the specific methods by which these goals can be achieved are in certain respects debated and remain unsettled. A few of these key issues are briefly identified in this report, but an in-depth discussion of competing opinions can be found in the list of recommended further reading set forth on **APPENDIX 1**.

1. California's Legislated Policy Requirements

In 2015, the California legislature enacted Assembly Bill 69, which added Section 832.18 to the Penal Code. The terms of that section require law enforcement agencies to implement various "best practices" when establishing policies and procedures for the use of body-worn cameras, including the downloading and storage of BWC video and audio recordings. The required policies and procedures must also prohibit the unauthorized use, duplication, or distribution of the recordings, and establish storage periods for downloaded evidentiary and non-evidentiary recorded data, as explained in the section.

Specifically, there is a listing of eight requirements to be addressed:

- 1) Identifying the person (or persons) who will be responsible for taking custody of and downloading the recorded data, 2) establishing when data should be downloaded and the cameras maintained for ongoing use and the tagging and categorizing of the downloaded data, 3) establishing specific measures to prevent tampering, deleting, and copying, including prohibiting unauthorized use, copying or distribution of any data, 4) categorizing and tagging the downloaded data according to the type of event recorded, 5) stating the length of time the data is to be stored, 6) stating where the recorded data is to be stored, 7) specifying requirements and safeguards if a 3rd party vendor will be managing the data storage system, and 8) requiring that recorded data be the property of the recording enforcement agency and shall not be accessed or released for any unauthorized purposes.

Section 832.18 (5) distinguishes between the storage of evidentiary and non-evidentiary content. Section 832.18 (c)(1) defines "evidentiary data" as recorded content of an incident or encounter that could prove useful for investigative purposes of a crime, arrest, detention, search, use of force, or a confrontational encounter with a member of the public. By contrast, Section 832.18 (c)(2) defines "non-evidentiary data" as recorded content without value to aid in an investigation such as the recording of an incident or encounter that does not lead to an arrest or citation, or of general activities that the officer might perform while on duty.

Subparagraph (b)(5)(A) in 832.18 requires that non-evidentiary recordings should be held for a minimum of 60 days, while subparagraph (B) requires that evidentiary recordings be stored for a minimum of 2 years if the recorded incident involves the use of force, involves an officer shooting, leads to the detention or arrest of an individual, or relates to a citizen complaint. If relevant to a criminal prosecution, in addition to the 2-year period, subparagraphs (b)(5)(C) and (b)(5)(D) require that the recording be retained for the same time as required by law for other evidence relevant to a criminal prosecution. There is a further requirement that each enforcement agency work with its legal counsel to ensure that storage policies and practices comply with all laws and preserve the evidentiary chain-of-custody. Subparagraph (b)(5)(E) requires that records or logs of any access to or deletion of recordings be retained permanently. Lastly, Section 832.18 (d) states that nothing in section 832.18 shall be interpreted to limit the public's right to access cell phone or other electronically recorded information under the California Public Records Act.⁵

⁵ California Public Records Act. Gov. Code, § 6250 et seq.

2. Controversial BWC Issues

While Penal Code Section 832.18 may at first glance seem comprehensive, there are ongoing debates regarding a variety of issues. Three frequently publicized examples are summarized below. One key debate concerns whether or not an officer on duty should have his or her BWC continuously recording throughout the officer's shift, recording both evidentiary and non-evidentiary events alike.

In 2013, the ACLU, the leading group supporting civil liberties in the U.S., advocated that BWCs be turned on during an officer's entire shift. That policy would guarantee that an officer could not evade detection while engaging in abuse. Subsequently, a number of objections were raised by groups like the Police Executive Research Forum (PERF), which argue that there are certain situations, in which not recording is a reasonable decision. An agency's body-worn camera policy should expressly describe these situations and provide solid guidance for officers when they exercise discretion not to record.

For example, officer discretion is needed in sensitive situations, such as encounters with crime victims or witnesses who are concerned about retaliation if they are seen as cooperating with the police. In other cases, officer discretion is needed for routine or casual situations—such as officers on foot or bike patrol who wish to chat with neighborhood residents—and turning on a video camera could make the encounter disquieting and seems officious.

Many law enforcement agencies give officers discretion regarding whether to record interviews with victims of rape, abuse, or other sensitive crimes. Some departments also extend this discretion to recording victims of other crimes.

Influenced by these objections, the ACLU modified its position on this issue in 2015. The new policy recommends that BWC policies require an officer to activate his or her camera when responding to a call for service or at the initiation of any other law enforcement or investigative encounter between a police officer and a member of the

public. That would include stops, frisks, searches, arrests, consensual interviews and searches, enforcement actions of all kinds, and any encounter that becomes in any way hostile or confrontational.

A second debate concerns whether or not an officer who records an event should be able to review the contents of the recording before writing his or her report of the event. Some civil libertarian groups contend that reviewing the recording before writing a report prevents the public from testing the credibility of the officer's written report (and the officer). For example, when an Oakland Police officer's BWC videoed a fatal shooting, trial attorneys and the ACLU questioned the policy stating that officers who shoot suspects should have access to such a video because that would give the officer "an opportunity to change [his] report to match the video."

On the other hand, law enforcement agencies argue that officers should be permitted to review video footage of an incident in which they were involved, prior to making a statement about the incident since "reviewing footage will help officers remember the incident more clearly, which leads to more accurate documentation of events. The goal is to find the truth, which is facilitated by letting officers have all possible evidence of the event."

Lastly, a third debate concerns the degree to which the public should have access to BWC recordings. Some agencies argue that a recording is akin to an officer's written notes and, as such, should not be available to members of the public not involved in a related criminal prosecution. On the opposite extreme, it is argued that such BWC recordings should always be available to the public at large as a matter of transparency.

According to news reports, these and other subjects were deliberately not addressed in Section 832.18 in order to reach a compromise on the legislation.

E. MODEL "BEST PRACTICES" POLICIES AND PROCEDURES

Apart from the California legislature's listing of minimum "best practices", several organizations have published their own, more comprehensive, "best practices" model

policies that in comparison reveal significant differences in policy perspectives. Such publications are too many and too lengthy to summarize in this report, but a representative few are briefly mentioned below. References for further reading on these and related BWC subjects are listed in **APPENDIX 1**.

1. Office of Community Oriented Policing Services (COPS)

COPS describes itself as the component of the U.S. Department of Justice “responsible for advancing the practice of community policing by the nation's state, local, territorial, and tribal law agencies through information and grant resources.”⁶ It publishes materials for law enforcement and community stakeholders to use in collaboratively addressing crime. Its free publications are intended to provide those agencies “with best practice approaches” and “access to collective knowledge from the field.”⁷ In 2014, COPS published a report entitled “Implementing a Body-Worn Camera Program: Recommendations and Lessons Learned”.⁸ Appendix A of that report contains a matrix summary of the COPS policy recommendations. Among many other provisions, the template contains the following recommendations:

- The policy should specifically define the circumstances when a user should record an event and when the user has the discretion to record or not to record.
- The camera should be switched on when a recording might support professional observations or would corroborate what would be written in a pocket book
- The decision to record or not record any incident remains with the user.
- Users should not indiscriminately record entire duties or patrols.
- Any recorded image must not be deleted by the user and must be retained as required by the procedures. Any breach of the procedures may render the user liable to disciplinary action or adverse comment in criminal proceedings.
- Officers should be permitted to review video footage of an incident in which they were involved, prior to making a statement about the incident.

⁶ <http://www.cops.usdoj.gov/about>

⁷ <http://www.cops.usdoj.gov/COPSpublications>

⁸ Miller, Lindsay, Jessica Toliver, and Police Executive Research Forum. 2014. “Implementing a Body-Worn Camera Program: Recommendations and Lessons Learned”. Washington, DC: Office of Community Oriented Policing Services (COPS). ISBN: 978-1-934485-26-2,” n.d.

- Written policies should clearly describe the circumstances in which supervisors will be authorized to review an officer's BWC footage.
- Agencies should have clear and consistent protocols for releasing BWC recordings to the public and the news media (a.k.a. public disclosure policies). Each agency's policy must comply with the agency's state public disclosure laws (often known as public records acts).
- Agencies should conduct periodic reviews of their BWC policies and protocols.

2. American Civil Liberties Union

The ACLU believes that cameras have the potential to be a win-win, helping protect the public against police misconduct, and at the same time helping protect police against false accusations of abuse. As mentioned above, the ACLU also agrees that because of privacy concerns, BWC policies should only require an officer to activate the BWC when responding to a call for service or at the initiation of any other law enforcement or investigative encounter between a police officer and a member of the public. However, in those situations, recording should not be discretionary; it should be required in order to "preserve the core purpose of detecting police misconduct."

In addition to officer privacy concerns expressed by the ACLU, there are potential problems raised by recording activities protected by the First Amendment, by mass surveillance in crowded cities, and by facial recognition efforts. In addition, people recorded by BWCs should have access to, and the right to make copies of, those recordings, for however long the government maintains copies of them. That should also apply to disclosure to a third party if the subject consents, or to criminal defense lawyers seeking relevant evidence. In summary:

- For the ACLU, the challenge of a BWC is the tension between their potential to invade privacy and their strong benefit in promoting police accountability.
- It is vital that any deployment of these cameras be accompanied by good privacy policies, so that the benefits of the technology are not outweighed by invasions of privacy.

3. Lexipol

Lexipol is a commercial subscription service intended for use by law enforcement agencies. It describes itself as a "provider of risk management policies and resources,"⁹ including state-specific policy manuals and police updates based on federal and state statutes, case law, regulations and best practices. Several local law enforcement agencies rely on the Lexipol service for the creation of their written policies and policy-driven procedures. The Lexipol policies are basic templates, which can be edited and supplemented by the subscribing local agency to reflect local decision-making. Since the Civil Grand Jury is not a Lexipol subscriber, we can only examine those Lexipol publications that have been adopted by several local agencies as part of their policies and procedures manuals. These will be examined in detail later in this report for Lexipol's position on key issues. An example of a Lexipol BWC policy is found in **APPENDIX 2.**

4. Conflicting California Agency Provisions

To illustrate the lack of policy uniformity among specific law enforcement agencies within the state, consider the following examples:

- Los Angeles Police Department's Policy L.A.'s officers are required to review BWC recordings on their assigned device or authorized computer prior to documenting an incident, arrest, search, interview, use of force, or other enforcement or investigative activity to ensure that their reports, statements, and documentation are accurate and complete.
- Santa Clara Police Department's Policy. In the case of an officer involved shooting or serious use-of-force incident, an involved officer will be required to give an initial account of events before being permitted to view the BWC video and give additional statements.¹⁰

F. CAUTIONARY FACTORS TO CONSIDER WHEN INTERPRETING BWC RECORDINGS

PoliceOne.com is an online resource for law enforcement. Its stated mission is "to provide officers with information and resources that make them better able to protect

⁹ <http://www.lexipol.com>

¹⁰ "Santa Clara Outfits Officers With Body-Worn Cameras", San Jose Mercury News, 11/25/2015, <http://www.mercurynews.com>,

their communities and stay safer on the streets.” In September 2014, *Police One* published an article by The Force Science Institute entitled “10 Limitations of Body Cams You Need to Know for Your Protection”.¹¹ The suggested limitations are presented here in brief, without the explanations that accompanied each point.

1. A camera doesn't follow your eyes or see what or how they see.
2. Some important danger cues can't be recorded. For example, a suspect suddenly tenses while an officer holds the suspect's arm.
3. Camera speed differs from the speed of life.
4. A camera may see better than you do in low light.
5. Depending on location and angle, a picture may be blocked by your own body parts, from your nose to your hands.
6. A camera only records in 2-D.
7. The absence of time-stamping in seconds or fractions of seconds may prove critical.
8. One camera may not be enough to eliminate uncertainties.
9. A camera encourages second-guessing by the public.
10. A camera can never replace a thorough investigation.

G. POLICE OFFICER POINTS OF VIEW

In November 2014, PoliceOne polled 1500 police officers to explore officer experiences, thoughts and concerns regarding body cameras.¹² Some results were:

- Only 21.9 percent did not have body cameras or did not anticipate getting them in the near future.
- 33.7 percent said their biggest concern was “A lack of privacy of officers wearing them”.
- 28.7 percent said their biggest concern was that cameras could “pose a physical liability”.

¹¹ Institute, Force Science. “10 Limitations of Body Cams You Need to Know for Your Protection”. PoliceOne, September 2014.

¹² Staff Writers. “Poll Results: Cops Speak Out About Body Cameras.” PoliceOne. November 12, 2014. <http://www.PoliceOne.com>.

- An unspecified percentage was concerned about an invasion of privacy for people who call the police to their home.
- A second unspecified percentage was concerned about the “ability for public to ‘arm-chair quarterback’ decisions officers have to make in the heat of the moment.”
- A third unspecified percentage worried about becoming too concerned with camera activation, taking away from officer safety.
- A fourth unspecified percentage pointed out that what a camera records does not equate to the totality of what an officer perceives.
- Others, however, felt that such recordings made their department more transparent and would eliminate 90% of unfounded citizen complaints. Stated differently by some: “Video footage is much more likely to get a cop out of trouble than in trouble.”
- In addition, of those who had misgivings, 67.7 percent would want their department equipped with BWCs despite their concerns.

THE USE OF BODY-WORN CAMERAS BY MONTEREY COUNTY LAW ENFORCEMENT AGENCIES

The following are necessarily brief summaries regarding each of the fifteen law enforcement agencies in Monterey County.

A. CALIFORNIA HIGHWAY PATROL

The California Highway Patrol (CHP) does not currently employ BWCs. However, in June of 2015, Governor Brown signed Senate Bill 85, Section 1 of which requires the CHP to develop a plan for implementing a BWC pilot program on or before January 1, 2016. The budget to develop the pilot program is \$1 million. The implementation plan must include, among other things, the minimum specifications for BWCs to be used in a BWC program; the “best practices” for officer review of BWC recordings; and “best practices” for sharing BWC recordings internally and externally. A plan has been drafted and is currently awaiting final approval.

B. CARMEL-BY-THE-SEA POLICE DEPARTMENT

The Carmel-by-the-Sea (Carmel) Police Department does not provide BWCs for its officers, even though the Department's position is that such cameras are a "great tool" and that there is a very positive attitude regarding their use. It is the department's position, however, that the department's purchase and use of BWCs at this time would be premature. Management wants to see how available cameras perform in the field, and whether conflicting views relating to BWC policies and procedures become settled among police forces. Management also expects Lexipol to develop standardized policies and procedures as part of its subscription service. Management believes that its preconditions to BWC use will be resolved in the next 1-2 years. At that time, the department will purchase 15 cameras (Carmel has 15 sworn officers) with associated data management software and any additional storage capability that may be needed.

C. DEL REY OAKS POLICE DEPARTMENT

The Del Rey Oaks Police Department does not yet use BWCs, but is in the process of ordering six of them. The specific camera chosen is the Vista camera manufactured by WatchGuard. That selection was based on the reputation of the manufacturer. Five full-time officers plus the chief (total 6 officers) will be assigned the new cameras. BWCs will not be provided to the department's 18 reserve officers. The department does not yet have any written policy or procedures for using the cameras. After the BWCs have been delivered, the department will review policies published by others and adopt a policy for the department.

D. GONZALES POLICE DEPARTMENT

The Gonzales Police Department began using BWCs in August 2015. The camera selected is the BODYCAM by Pro-Vision. Although the department consists of only nine police officers, an animal control officer and the chief, 25 cameras were purchased so that each patrol officer could have a backup camera and there would be additional cameras for personnel expansion. The department has adopted a written policy related to video recording. It is the Lexipol policy entitled "Portable Audio/ Visual Recorders", which the department has labeled as Policy 465 in its own policy manual. Policy 465 provides guidelines for the use of various types of recording devices, including BWCs.

E. GREENFIELD POLICE DEPARTMENT

The Greenfield Police Department provides BWCs for their officers. The Department currently has 15 BWCs, with five more expected as personnel is added to the force. The camera selected is the LE3 manufactured by VIEVU. Downloaded recordings are stored on a local server. Greenfield also adopted a Lexipol policy entitled "Portable Audio/Video Recorders", which provides guidelines for using portable audio/video recording devices, including BWCs, by members of the department while performing their duties. Greenfield's BWC policy indicates that it was adopted in November 2014 and has been internally numbered as Policy 450.

F. KING CITY POLICE DEPARTMENT

The department recently appointed an interim chief, but prior to his appointment; the department had already acquired 32 BWCs for use by its 16 officers (one to be assigned and one as a backup). All officers were trained and the BWCs were put into daily use in January 2016. The BWC selected by the department is the BODYCAM model manufactured by Pro-Vision, and the department officials are very impressed by its clear sound and images. The King City department has adopted a version of the Lexipol Policy entitled "Portable Audio/Video Recorders", which provides guidelines for the use of portable audio/video recording devices, specifically including BWCs.

G. MARINA POLICE DEPARTMENT

The Marina Police Department does not use BWCs, but the department intends to do so and has assigned a department commander to research available choices, their cost, their recording storage requirements, and whether or not they can be integrated with the department's currently used in-car dashboard camera system. The department's storage capacity will probably have to be increased, but the department plan is to have BWCs available for routine use by the end of July 2016, the end of its fiscal year. If the cost of the cameras and storage system is more than can be covered within the department's current budget, the department will seek the necessary funding from the city council. When funded, the department expects to purchase 24-26 LE3 cameras, which are made by the same manufacturer that makes the department's in-car camera system. No written policies or procedures have yet been developed for BWC use, but

when developed they will reflect "best practices" provisions. For example, they will contain a provision allowing officers to review their recordings before writing up an incident report and will allow public access in accordance with the California Public Records Act.

H. CITY OF MONTEREY POLICE DEPARTMENT

In May 2016 this department announced the planned purchase of WatchGuard BWCs for use by its police officers. The Watchguard BWCs are manufactured by the same company that manufactures the department's in-car camera system, and the two systems will be closely integrated. The BWCs are expected to become available and ready to use in early 2017.

I. MONTEREY COUNTY SHERIFF'S DEPARTMENT

The Monterey County Sheriff's Department does not provide BWCs for its deputies. The Department is considering future BWC use but is not currently committed to their use. Management would first need to find funding for the cameras and related storage capacity; go through the camera and vendor selection processes; develop a "best practices" policy; and work through the issues with the police union before that could happen. It's estimated that the department might obtain BWCs within 2-5 years.

J. MONTEREY REGIONAL AIRPORT POLICE DEPARTMENT

In 2012, the Airport Police Department became the first law enforcement agency in Monterey County to put BWCs into daily use. Five officers currently use the VIEVU camera and, like several other law enforcement agencies, the department has adopted a version of Lexipol Policy 450 relating to the use of audio/video recorders.

K. PACIFIC GROVE POLICE DEPARTMENT

This department does not provide BWCs for its officers, although past and present department officials are in favor of BWC use by the department. Lack of funding prevents the implementation of a BWC program during the current fiscal year. Initial review of various BWC choices and storage options is now in progress.

L. SALINAS POLICE DEPARTMENT

In mid-2015, the Salinas Police Department adopted and put into daily use the most sophisticated BWC program in Monterey County. It employs the Axon camera manufactured by TASAR International, Inc. and proprietary software,¹³ which enables the BWC to automatically download its recorded data to a third party cloud storage facility. The recordings are transferred at the same time that the camera is recharging in its charging station. The cameras are routinely worn by all patrol officers and sergeants, as well as supervisors when they are "on the street" in uniform. There are 110 BWCs, including those that are assigned to officers plus three extras. The cost of each camera was \$400, but averaging in monthly off-site video storage charges brings the monthly total cost of a camera and its storage charges to \$93.00.

As is commonly the case locally, the department has adopted a modified Lexipol policy, internally labeled as Policy 447 in the department's policy manual. As with many law enforcement agencies, the policy allows for officer review of a recording before writing the corresponding incident report, and the policy only requires event recording under specified circumstances rather than continuously. This department's BWC policy is more detailed than those of the other local departments' written policies.

M. SAND CITY POLICE DEPARTMENT

This department does not provide BWCs for its officers. Although the use of BWCs is favored, lack of funding has to date prevented the implementation of a BWC program.

N. SEASIDE POLICE DEPARTMENT

This department does not provide BWCs for its officers. Although the use of BWCs is favored, lack of funding has prevented the implementation of a BWC program to date.

O. SOLEDAD POLICE DEPARTMENT

The department purchased BODYCAM units for its officers in December 2014. However, the BWCs have not been put into daily use due to prolonged technical difficulties in obtaining and properly configuring the necessary video storage capability.

¹³ Evidence.com™

In February 2016, the department terminated its reliance on the previously-hired technical service company and hired another in anticipation of correcting the existing technical problems in the near future. As of late May 2016 the technical video storage issues had not yet been resolved.

P. SUMMARY OF LOCAL LAW ENFORCEMENT'S BWC USE

A comparative summary of BWC use by the fifteen local law enforcement agencies in Monterey County is shown in **FIGURE 2**, along with selected features of the BWCs in use. Six agencies have BWCs and have put them into daily use by their officers. Two other agencies (City of Monterey and Del Rey Oaks) are currently moving forward with planned BWC acquisition and use. Six of the seven remaining agencies favor their use but are not yet moving forward because of a lack of funding or other considerations. One agency is currently not committed to the future use of BWCs. All six agencies using BWCs have adopted Lexipol-based written BWC policies.

LOCAL BWC POLICIES AND CALIFORNIA'S LEGAL REQUIREMENTS

As demonstrated in **FIGURE 3**, none of the local BWC policies meets current California legal requirements. However, prior to the adoption of Penal Code Section 832.18 in October 2015, law enforcement agencies in California were without guidance as to what might eventually be legally required for BWC usage in California. Each department structured its policy based on varying degrees of policy research. In addition, since the new Penal Code provisions did not become effective until January 1, 2016, it is possible that local policy revisions are now being considered by those agencies using BWCs.

THE EXTENT TO WHICH BODY WORN CAMERAS ARE CURRENTLY IN USE BY MONTEREY COUNTY LAW ENFORCEMENT AGENCIES						
LAW ENFORCEMENT DEPARTMENT	BODY-WORN CAMERAS CURRENTLY USED?	DEPTS PLANNING FUTURE BWC PROGRAM	CAMERA MAKE & MODEL	WRITTEN POLICY CONCERNING BWC USE AND DATA STORAGE	DATA RETENTION PERIOD	EXTENT OF OFFICER ACCESS TO RECORDED DATA IN FIELD
CALIFORNIA HIGHWAY PATROL	NO	YES - PILOT PROGRAM TO START IN 2016	NONE SPECIFIED	Not Applicable (N/A)	N/A	N/A
CARMEL-BY-THE-SEA	NO	YES - IN 2-5 YEARS	NOT APPLICABLE	N/A	N/A	N/A
DEL REY OAKS	NO	YES - CAMERAS ON ORDER	"VISTA" BY WATCH GUARD	NO	UNSPECIFIED	NONE
GREENFIELD	YES	N/A	"LES" BY VIEWU	YES	1-2 YRS.	NONE
GONZALES	YES	N/A	"BODYCAM" BY PRO-VISION	YES	MINIMUM OF 180 DAYS	ABLE TO REVIEW. CAN ALSO DELETE UNLESS CONFIGURED TO PREVENT
KING CITY	YES	IMPLEMENTED IN JANUARY 2016	"BODYCAM" BY PRO-VISION	YES	5 YEARS	ABLE TO REVIEW. CAN ALSO DELETE UNLESS CONFIGURED TO PREVENT
MARINA	NO	YES - NEED TO SECURE FINANCING	N/A	N/A	N/A	N/A
MONTEREY (CITY)	NO	CURRENTLY PURCHASING BWCs FOR OFFICER USE BEGINNING IN EARLY 2017	"VISTA HD WI-FI" BY WATCHGUARD	N/A	N/A	NONE
MONTEREY (SHERIFF)	NO	INDEFINITELY CONSIDERING, BUT NOT COMMITTED TO THEIR USE.	N/A	N/A	N/A	N/A
MO. REGIONAL AIRPORT	YES	N/A	"LES" BY VIEWU	YES	NO POLICY	NONE
PACIFIC GROVE	NO	YES - NEED TO SECURE FINANCING	N/A	N/A	N/A	N/A
SALINAS	YES	N/A	AXON BY TASAR	YES	UNTIL "MATTER RESOLVED" OR REQUIRED BY LAW.	NONE
SAND CITY	NO	YES - NEED TO SECURE FINANCING	N/A	N/A	N/A	N/A
SEASIDE	NO	YES - NEED TO SECURE FINANCING	N/A	N/A	N/A	N/A
SOLEDAD	YES	N/A	"BODYCAM" BY PRO-VISION	YES	MINIMUM OF 180 DAYS	CAN REVIEW. CAN ALSO DELETE UNLESS CONFIGURED TO PREVENT

FIGURE 2

FIGURE 3

Department Written Policy Compliance With California Penal Code Section 832.18 "Best Practices" Policy Requirements

Item	Legal Requirements	Gonzales L450	Greenfield L450	King City L450	Monterey Airport L450	Salinas L447	Soledad L450
1	Designates a person For Downloading	No	No	No	No		
2	Supervisor to take immediate custody & downloads if serious incident recorded	No	No		No	No	No
3	Establishes When Data To Be Timely Downloaded to Ensure Cameras to be Properly Maintained, ready for next use, and for tagging and catagorizing data	No	No	No	No		
4	Establishes measures to prevent data tampering, deleting, copying, unauthorized use or distribution	Partially	Partially	Partially	Partially	Partially	Partially
5	Downloaded recordings to be catagorized, tagged and classified as to type at time of downloading	No	No	No	No	No	No
6	State specific times to store recordings. Store for a minimum of 60 days before delete, destroy or recycle.	Partially	Partially	Partially	Partially	Partially	Partially
7	Store for 2 years if incident involves use of force, police shooting, detention, arrest of individual, or relevant to citizen complaint plus any additional time required by law if relevant to a criminal proceeding.	No	No	No	No	Partially	No
8	Work with agency legal counsel to ensure storage times, policies and practices complies with all relevant laws and preserves evidence chain of custody.	Not regarding current law	Not regarding current law	Not regarding current law	Not regarding current law	Not regarding current law	Not regarding current law
9	Permanently retain all logs or records of access to and deletion of data.	No	No	No	No	No	No
10	State specifically where data is to be stored, including, for example, if data to be stored on in house server managed locally or on-line data base managed by third party vendor.	No	No	No	No	Yes	No
11	If using a third party vendor, must consider listed factors to insure security and integrity of data	No Vendor	No Vendor	No Vendor	No Vendor	Yes	No Vendor
12	Include sanctions for unauthorized access or release of recorded data	No	No	No	No	Partially	No
13	Explicitly prohibits agency personnel from accessing recorded data for personal use, including uploading onto public or social web sites.	Yes	Yes	Yes	Yes	Yes	Yes

FINDINGS

- F1. The use of BWCs responds to public demands for greater law enforcement transparency.
- F2. BWCs, when recording lawful police conduct, provide positive risk management benefits.
- F3. BWC recordings can serve as a valuable officer training resource.
- F4. Law enforcement best practices now include law enforcement's use of BWCs when funds have been made available for their purchase and that of required data storage capacity.
- F5. At a minimum in California, written department policies must comply with the requirements of Penal Code Section 832.18. **(Appendix 3)**
- F6. In the absence of other sources of funding, each City Council must make sufficient funds available to its police department before the department can purchase BWCs for its officers and a secure storage system for resulting BWC recordings.
- F7. In the absence of other sources of funding, the county Board of Supervisors must make sufficient funds available to its Sheriff's department before the department can purchase BWCs for its deputies and a secure storage system for resulting BWC recordings.
- F8. The BODYCAM[®] BWC described in this report stores recordings on a removable Micro-SD memory card.
- F9. The BODYCAM[®] BWC described in this report enables any user to delete one or all recorded videos unless those camera functions are disabled by an appropriately trained BODYCAM[®] administrator or a manufacturer's representative.
- F10. Because the BODYCAM[®] BWC allows the Micro-SD card to be removed from the camera, it is possible for an officer to remove and read the card on an unauthorized computer and to delete or modify recorded data, contrary to the specific prohibitions of Penal Code section 832.18.

- F11. The Carmel Police Department does not provide BWCs for its officers' use although the department favors their use.
- F12. The Del Rey Oaks Police Department is in the process of ordering BWCs for its officers' use
- F13. The Greenfield Police Department provides BWCs for its officers' use in accordance with a written department policy.
- F14. The Greenfield Police Department's written BWC policy does not meet all of the requirements of Penal Code Section 832.18.
- F15. The Gonzales Police Department provides BWCs for its officers' use in accordance with a written department policy regarding their use.
- F16. The Gonzales Police Department's written BWC policy does not meet all of the requirements of Penal Code Section 832.18.
- F17. The Gonzales Police Department uses the BODYCAM[®] BWC.
- F18. The King City Police Department provides BWCs for its officers' use in accordance with a written department policy regarding their use.
- F19. The King City Police Department's written BWC policy does not meet all of the requirements of Penal Code Section 832.18.
- F20. The King City Police Department uses the BODYCAM[®] BWC.
- F21. The Marina Police Department does not provide BWCs for its officers' use, but the department favors their use and plans to acquire them.
- F22. The City of Monterey Police Department is currently in the process of ordering BWCs for its officers' use.
- F23. The Monterey County Sheriff's Department does not provide BWCs for its deputies' use.
- F24. The Monterey Regional Airport Police Department provides BWCs for its officers' use in accordance with an official, but only oral, department policy regarding their use.
- F25. The Monterey Regional Airport Police Department's BWC policy does not meet all of the requirements of Penal Code Section 832.18.
- F26. The Pacific Grove Police Department does not provide BWCs for its officers' use.

- F27. The Salinas Police Department provides BWCs for its officers' use in accordance with a written department policy regarding their use.
- F28. The Salinas Police Department's written BWC policy does not meet all of the requirements of Penal Code Section 832.18.
- F29. The Sand City Police Department does not provide BWCs for its officers' use, although the department favors their use.
- F30. The Seaside Police Department does not provide BWCs for its officers' use, although the department favors their use.
- F31. The Soledad Police Department provides BWCs for its officers' use.
- F32. The Soledad Police Department's draft written BWC policy does not meet all of the requirements of Penal Code Section 832.18.
- F33. The Soledad Police Department uses the BODYCAM[®] BWC.

RECOMMENDATIONS

- R1. As part of the Carmel-by-the-Sea Police Department's next annual budget request (or before) the Department shall apply to the Carmel-by-the-Sea City Council for funds sufficient to purchase body-worn cameras of the department's choosing for each officer and for a secure data storage system with adequate capacity to store the data recorded by those cameras.
- R2. As part of the Carmel-by-the-Sea Police Department's next annual budget allocation (or before) the Carmel-By-The-Sea City Council shall provide funds sufficient to enable the Police Department to purchase body-worn cameras of the department's choosing for each officer and for a secure data storage system with adequate capacity to store the data recorded by those cameras.
- R3. The Carmel-by-the-Sea Police Department shall adopt a written body-worn camera policy, which at a minimum includes the "best practices" set forth in California Penal Code 832.18.
- R4. The chief of the Carmel-by-the-Sea Police Department shall meet with the department's legal counsel to review the legal sufficiency of the department's proposed body-worn camera policy before it is adopted by the department.

- R5. The chief of the Carmel-by-the-Sea Police Department shall meet with the department's legal counsel at least annually to review the then current state laws relating to the use of body-worn cameras and the storage of their recordings, and to revise department policy if necessary to comply with such laws
- R6. The Del Rey Oaks Police Department shall provide body-worn cameras for each of its officers promptly after they receive the cameras they have ordered.
- R7. The Del Rey Oaks Police Department shall adopt a written body-worn camera policy, which at a minimum includes the "best practices" set forth in California Penal Code 832.18.
- R8. The chief of the Del Rey Oaks Police Department shall meet with the department's legal counsel to review the legal sufficiency of the department's proposed body-worn camera policy before it is adopted by the department.
- R9. The chief of the Del Rey Oaks Police Department shall meet with the department's legal counsel at least annually to review the then current state laws relating to the use of body-worn cameras and the storage of their recordings, and to revise department policy if necessary to comply with such laws.
- R10. The chief of the Greenfield Police Department shall meet with the department's legal counsel as soon as the meeting can be arranged to review the legal sufficiency of the department's existing body-worn camera policy and to revise the policy to include, at a minimum, the "best practices" set forth in California Penal Code 832.18.
- R11. The chief of the Greenfield Police Department shall meet with the department's legal counsel at least annually to review the then-current state law relating to the use of body-worn cameras and the storage of their recordings, and to revise department policy if necessary to comply with such laws.
- R12. The chief of the Gonzales Police Department shall meet with the department's legal counsel as soon as the meeting can be arranged to review the legal sufficiency of the department's existing body-worn camera policy and to revise the policy to include, at a minimum, the "best practices" set forth in California Penal Code 832.18.

- R13. The chief of the Gonzales Police Department shall meet with the department's legal counsel at least annually to review the then-current state law relating to the use of body-worn cameras and the storage of their recordings, and to revise department policy if necessary to comply with such laws.
- R14. The chief of the Gonzales Police Department shall take all steps necessary to ensure that each BODYCAM camera's settings are adjusted by an appropriately trained senior officer to prevent all officers using the BODYCAM® cameras from deleting or in any way altering the BWC video recordings at any time before the recordings are downloaded to the system's secure server.
- R15. The chief of the Gonzales Police Department shall take all steps necessary to ensure that the Department's written body-worn camera policy specifically prohibits officers using the BODYCAM cameras from removing the flash memory card from the camera at any time before the recordings are downloaded to the system's secure server.
- R16. The chief of the King City Police Department shall meet with the department's legal counsel as soon as the meeting can be arranged to review the legal sufficiency of the department's existing body-worn camera policy and to revise the policy to include, at a minimum, the "best practices" set forth in California Penal Code 832.18.
- R17. The chief of the King City Police Department shall meet with the department's legal counsel at least annually to review the then-current state law relating to the use of body-worn cameras and the storage of their recordings, and to revise department policy if necessary to comply with such laws.
- R18. The chief of the King City Police Department shall take all steps necessary to ensure that each BODYCAM camera's settings are adjusted by an appropriately trained senior officer to prevent all officers using the BODYCAM cameras from deleting or in any way altering video recordings at any time before the recordings are downloaded to the system's secure server.
- R19. The chief of the King City Police Department shall take all steps necessary to ensure that the Department's written body-worn camera policy specifically prohibits officers using the BODYCAM cameras from removing the flash memory

card from the camera at any time before the recordings are downloaded to the system's secure server.

- R20. As part of the Marina Police Department's next annual budget request (or before) the Department shall apply to the Marina City Council for funds sufficient to purchase body-worn cameras of the department's choosing for each officer and for a secure data storage system with adequate capacity to store the data recorded by those cameras.
- R21. As part of the Marina Police Department's next annual budget allocation (or before) the Marina City Council shall provide funds sufficient to enable the Police Department to purchase body-worn cameras of the department's choosing for each officer and for a secure data storage system with adequate capacity to store the data recorded by those cameras.
- R22. The Marina Police Department shall adopt a written body-worn camera policy, which at a minimum includes the "best practices" set forth in California Penal Code 832.18.
- R23. The chief of the Marina Police Department shall meet with the department's legal counsel to review the legal sufficiency of the department's proposed body-worn camera policy before it is adopted by the department.
- R24. The chief of the Marina Police Department shall meet with the department's legal counsel at least annually to review the then-current state laws relating to the use of body-worn cameras and the storage of their recordings, and to revise department policy if necessary to comply with such laws
- R25. The City of Monterey Police Department shall adopt a written body-worn camera policy, which at a minimum includes the "best practices" set forth in California Penal Code 832.18.
- R26. The chief of the City of Monterey Police Department shall meet with the department's legal counsel to review the legal sufficiency of the department's proposed body-worn camera policy before it is adopted by the department.
- R27. The chief of the City of Monterey Police Department shall meet with the department's legal counsel at least annually to review the then-current state laws

relating to the use of body-worn cameras and the storage of their recordings, and to revise department policy if necessary to comply with such laws

- R28. As part of the Sheriff's Department's next annual budget request (or before) the Sheriff's Department shall apply to the County Board of Supervisors for funds sufficient to purchase body-worn cameras of the department's choosing for each officer and for a secure data storage system with adequate capacity to store the data recorded by those cameras.
- R29. As part of the Sheriff's next annual budget allocation (or before) the County Board of Supervisors shall provide funds sufficient to enable the Sheriff's Department to purchase body-worn cameras of the department's choosing for each officer and for a secure data storage system with adequate capacity to store the data recorded by those cameras.
- R30. The Sheriff's Department shall adopt a written body-worn camera policy, which at a minimum includes the "best practices" set forth in California Penal Code 832.18.
- R31. The Sheriff of Monterey County shall meet with the department's legal counsel to review the legal sufficiency of the department's proposed body-worn camera policy before it is adopted by the department.
- R32. The Sheriff shall meet with the department's legal counsel at least annually to review the then-current state laws relating to the use of body-worn cameras and the storage of their recordings, and to revise department policy if necessary to comply with such laws.
- R33. The chief of the Airport Police Department shall meet with the department's legal counsel as soon as the meeting can be arranged to review the legal sufficiency of the department's existing body-worn camera policy, to revise the policy to include, at a minimum, the "best practices" of set forth in California Penal Code 832.18, and to convert the policy to written form.
- R34. The chief of the Airport Police Department shall meet with the department's legal counsel at least annually to review the state law relating to the use of body-worn cameras and the storage of their recordings, and to revise department policy if necessary to comply with such laws.

- R35. As part of the Pacific Grove Police Department's next annual budget request (or before) the Department shall apply to the Pacific Grove City Council for funds sufficient to purchase body-worn cameras of the department's choosing for each officer and for a secure data storage system with adequate capacity to store the data recorded by those cameras.
- R36. As part of the Pacific Grove Police Department's next annual budget allocation (or before) the City Council shall provide funds sufficient to enable the Police Department to purchase body-worn cameras of the department's choosing for each officer and for a secure data storage system with adequate capacity to store the data recorded by those cameras.
- R37. The Pacific Grove Police Department shall adopt a written body-worn camera policy, which at a minimum includes the "best practices" set forth in California Penal Code 832.18.
- R38. The chief of the Pacific Grove Police Department shall meet with the department's legal counsel to review the legal sufficiency of the department's proposed body-worn camera policy before it is adopted by the department.
- R39. The chief of the Pacific Grove Police Department shall meet with the department's legal counsel at least annually to review the then-current state laws relating to the use of body-worn cameras and the storage of their recordings, and to revise department policy if necessary to comply with such laws.
- R40. The chief of the Salinas Police Department shall meet with the department's legal counsel as soon as the meeting can be arranged to review the legal sufficiency of the department's existing body-worn camera policy and to revise the policy to include, at a minimum, the "best practices" set forth in California Penal Code 832.18.
- R41. The chief of the Salinas Police Department shall meet with the department's legal counsel at least annually to review the then current state law relating to the use of body-worn cameras and the storage of their recordings, and to revise department policy if necessary to comply with such laws.
- R42. As part of the Sand City Police Department's next annual budget request (or before) the Department shall apply to the Sand City City Council for funds

sufficient to purchase body-worn cameras of the department's choosing for each officer and for a secure data storage system with adequate capacity to store the data recorded by those cameras.

- R43. As part of the Sand City Police Department's next annual budget allocation (or before) the Sand City City Council shall provide funds sufficient to enable the Police Department to purchase body-worn cameras of the department's choosing for each officer and for a secure data storage system with adequate capacity to store the data recorded by those cameras.
- R44. The Sand City Police Department shall adopt a written body-worn camera policy, which at a minimum includes the "best practices" set forth in California Penal Code 832.18.
- R45. The chief of the Sand City Police Department shall meet with the department's legal counsel to review the legal sufficiency of the department's proposed body-worn camera policy before it is adopted by the department.
- R46. The chief of the Sand City Police Department shall meet with the department's legal counsel at least annually to review the then current state laws relating to the use of body-worn cameras and the storage of their recordings, and to revise department policy if necessary to comply with such laws.
- R47. As part of the Seaside Police Department's next annual budget request (or before) the Department shall apply to the Seaside City Council for funds sufficient to purchase body-worn cameras of the department's choosing for each officer and for a secure data storage system with adequate capacity to store the data recorded by those cameras.
- R48. As part of the Seaside Police Department's next annual budget allocation (or before) the Seaside City Council shall provide funds sufficient to enable the Police Department to purchase body-worn cameras of the department's choosing for each officer and for a secure data storage system with adequate capacity to store the data recorded by those cameras.
- R49. The Seaside Police Department shall adopt a written body-worn camera policy, which at a minimum includes the "best practices" set forth in California Penal Code 832.18.

- R50. The chief of the Seaside Police Department shall meet with the department's legal counsel to review the legal sufficiency of the department's proposed body-worn camera policy before it is adopted by the department.
- R51. The chief of the Seaside Police Department shall meet with the department's legal counsel at least annually to review the then-current state laws relating to the use of body-worn cameras and the storage of their recordings, and to revise department policy if necessary to comply with such laws.
- R52. The chief of the Soledad Police Department shall meet with the department's legal counsel as soon as the meeting can be arranged to review the legal sufficiency of the department's existing body-worn camera policy and to revise the policy to include, at a minimum, the "best practices" of set forth in California Penal Code 832.18.
- R53. The chief of the Soledad Police Department shall meet with the department's legal counsel at least annually to review the then-current state law relating to the use of body-worn cameras and the storage of their recordings, and to revise department policy if necessary to comply with such laws.
- R54. The chief of the Soledad Police Department shall take all steps necessary to ensure that each BODYCAM camera's settings are adjusted by an appropriately trained senior officer to prevent all officers using the BODYCAM cameras from deleting or in any way altering video recordings at any time before the recordings are downloaded to the system's secure server.
- R55. The chief of the Soledad Police Department shall takes all steps necessary to ensure that the Department's written body-worn camera policy specifically prohibits officers using the BODYCAM cameras from removing the flash memory card from the camera at any time before the recordings are downloaded to the system's secure server.
- R56. The chief of the Soledad police department, the Soledad City Council and the Soledad City Manager shall designate as a priority matter the proper completion of the BWC video storage system so that the existing BWCs can be put into daily use by the Soledad police officers on or before August 15, 2016.

REQUIRED RESPONSES

Pursuant to Penal Code Section 933.05, the Civil Grand Jury requests a response as indicated below from the following law enforcement officials and governing bodies:

[**Note:** Where a hyphen appears between two Findings (F) or two Recommendations (R) you are to respond to the complete indicated range of Findings or Recommendations.]

1. Carmel-by-the-Sea Police Chief
Findings: F1- F6, F11
Recommendations: R1-R5

2. Carmel-by-the-Sea City Council
Findings: F1- F6, F11
Recommendations: R1-R5

3. Del Rey Oaks Police Chief
Findings: F1 - F6, F12
Recommendations: R6-R9

4. Del Rey Oaks City Council
Findings: F1- F6, F12
Recommendations: R6-R9

5. Greenfield Police Chief
Findings: F5, F13, F14
Recommendations: R10, R11

6. Greenfield City Council
Findings: F5, F13, F14
Recommendations: R10, R11

7. Gonzales Police Department
Findings: F5, F8-F10, F15- F17
Recommendations: R12-R15

8. Gonzales City Council
Findings: F5, F8-F10, F15-F17
Recommendations: R12-R15

9. King City Police Chief
Findings: F5, F8-F10, F18-F20
Recommendations: R16-R19

10. King City City Council
Findings: F5, F8-F10, F18-R20,
Recommendations: R16-R19

11. Marina Police Chief
Findings: F1 - F6, F21
Recommendations: R20-R24

12. Marina City Council
Findings: F1 - F6, F21
Recommendations: R20-R24

13. City of Monterey Police Chief
Findings: F5, F22
Recommendations: R25-R27

14. City of Monterey City Council
Findings: F5, F22
Recommendations: R25-R27

15. Sheriff of Monterey County
Findings: F1 - F5, F7, F23
Recommendations: R28–R32

16. Monterey County Board of Supervisors
Findings: F1 – F5, F7, F23
Recommendations: R28-R32

17. Monterey Regional Airport District Police Chief
Findings: F5, F24-F25
Recommendations: R33, R34

18. Monterey Regional Airport District
Findings: F1 - F5, F24-F25
Recommendations: R33, R34

19. Pacific Grove Police Chief
Findings: F1 - F6, F26
Recommendations: R35- R39

20. Pacific Grove City Council
Findings: F1 - F6, F26
Recommendations: R35-R39

21. Salinas Police Chief
Findings: F1 - F5, F27, F28
Recommendations: R40, R41.

22. Salinas City Council
Findings: F5, F27, F28
Recommendations: R40, R41

23. Sand City Police Chief
Findings: F1 - F6, F29
Recommendations: R42-R46

24. Sand City City Council
Findings: F1 - F6, F29
Recommendations: R42-R46

25. Seaside Police Chief
Findings: F1 - F6, F30
Recommendations: R47-R51

26. Seaside City Council
Findings: F1 - F6, F30
Recommendations: R47-R51

27. Soledad Police Chief
Findings: F5, F8-F10, F31-F33
Recommendations: R52-R56

28. Soledad City Council
Findings: F5, F8-F10, F31-F33
Recommendations: R52-R56

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APPENDIX 1

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APPENDIX 2

Policy Manual

450

Portable Audio/Video Recorders

450.1 PURPOSE AND SCOPE

This policy provides guidelines for the use of portable audio/video recording devices by members of this department while in the performance of their duties. Portable audio/video recording devices include all recording systems whether body-worn, hand held or integrated into portable equipment.

This policy does not apply to lawful surreptitious audio/video recording, interception of communications for authorized investigative purposes or to mobile audio/video recordings (see the Investigation and Prosecution and Mobile Audio/Video policies).

450.2 POLICY

The Greenfield Police Department may provide members with access to portable recorders, either audio or video or both, for use during the performance of their duties. The use of recorders is intended to enhance the mission of the Department by accurately capturing contacts between members of the Department and the public.

450.3 MEMBER PRIVACY EXPECTATION

All recordings made by members acting in their official capacity shall remain the property of the Department regardless of whether those recordings were made with department-issued or personally owned recorders. Members shall have no expectation of privacy or ownership interest in the content of these recordings.

450.4 MEMBER RESPONSIBILITIES

Prior to going into service, each uniformed member will be responsible for making sure that he/she is equipped with a portable recorder issued by the Department, and that the recorder is in good working order. If the recorder is not in working order or malfunctions at any time, the member shall promptly report the failure to his/her supervisor and obtain a functioning device as soon as practicable. Uniformed members should wear the recorder in a conspicuous manner or otherwise notify persons that they are being recorded, whenever possible.

Any member assigned to a non-uniformed position may carry an approved portable recorder at any time the member believes that such a device may be useful. Unless conducting a lawful recording in an authorized undercover capacity, non-uniformed members should wear the recorder in a conspicuous manner when in use or otherwise notify persons that they are being recorded, whenever possible.

When using a portable recorder, the assigned member shall record his/her name, GPD identification number and the current date and time at the beginning and the end of the shift or other period of use, regardless of whether any activity was recorded. This procedure is not required when the recording device and related software captures the user's unique identification and the date and time of each recording.

Portable Audio/Video Recorders

Members should document the existence of a recording in any report or other official record of the contact, including any instance where the recorder malfunctioned or the member deactivated the recording. Members should include the reason for deactivation.

450.5 ACTIVATION OF THE PORTABLE RECORDER

This policy is not intended to describe every possible situation in which the portable recorder should be used, although there are many situations where its use is appropriate. Members should activate the recorder any time the member believes it would be appropriate or valuable to record an incident.

The portable recorder should be activated in any of the following situations:

- (a) All enforcement and investigative contacts including stops and field interview (FI) situations
- (b) Traffic stops including, but not limited to, traffic violations, stranded motorist assistance and all crime interdiction stops
- (c) Self-initiated activity in which a member would normally notify Monterey County Department of Emergency Communications
- (d) Any other contact that becomes adversarial after the initial contact in a situation that would not otherwise require recording

Members should remain sensitive to the dignity of all individuals being recorded and exercise sound discretion to respect privacy by discontinuing recording whenever it reasonably appears to the member that such privacy may outweigh any legitimate law enforcement interest in recording. Requests by members of the public to stop recording should be considered using this same criterion. Recording should resume when privacy is no longer at issue unless the circumstances no longer fit the criteria for recording.

At no time is a member expected to jeopardize his/her safety in order to activate a portable recorder or change the recording media. However, the recorder should be activated in situations described above as soon as practicable.

450.5.1 SURREPTITIOUS USE OF THE PORTABLE RECORDER

Members of the Department may surreptitiously record any conversation during the course of a criminal investigation in which the member reasonably believes that such a recording will be lawful and beneficial to the investigation (Penal Code § 633).

Members shall not surreptitiously record another department member without a court order unless lawfully authorized by the Chief of Police or the authorized designee.

450.5.2 CESSATION OF RECORDING

Once activated, the portable recorder should remain on continuously until the member's direct participation in the incident is complete or the situation no longer fits the criteria for activation. Recording may be stopped during significant periods of inactivity such as report writing or other breaks from direct participation in the incident.

450.5.3 EXPLOSIVE DEVICE

Many portable recorders, including body-worn cameras and audio/video transmitters, emit radio waves that could trigger an explosive device. Therefore, these devices should not be used where an explosive device may be present.

450.6 PROHIBITED USE OF PORTABLE RECORDERS

Members are prohibited from using department-issued portable recorders and recording media for personal use and are prohibited from making personal copies of recordings created while on-duty or while acting in their official capacity.

Members are also prohibited from retaining recordings of activities or information obtained while on-duty, whether the recording was created with department-issued or personally owned recorders. Members shall not duplicate or distribute such recordings, except for authorized legitimate department business purposes. All such recordings shall be retained at the Department.

Members are prohibited from using personally owned recording devices while on-duty without the express consent of the Watch Commander. Any member who uses a personally owned recorder for department-related activities shall comply with the provisions of this policy, including retention and release requirements.

Recordings shall not be used by any member for the purpose of embarrassment, intimidation or ridicule.

450.7 RETENTION OF RECORDINGS

Any time a member records any portion of a contact that the member reasonably believes constitutes evidence in a criminal case, the member shall record the related case number and transfer the file in accordance with current procedure for storing digital files and document the existence of the recording in the related case report. Transfers should occur at the end of the member's shift, or any time the storage capacity is nearing its limit.

Any time a member reasonably believes a recorded contact may be beneficial in a non-criminal matter (e.g., a hostile contact), the member should promptly notify a supervisor of the existence of the recording.

450.7.1 RETENTION REQUIREMENTS

All recordings shall be retained for a period consistent with the requirements of the organization's records retention schedule but in no event for a period less than 180 days.

450.8 REVIEW OF RECORDINGS

When preparing written reports, members should review their recordings as a resource. However, members shall not retain personal copies of recordings. Members should not use the fact that a recording was made as a reason to write a less detailed report.

Supervisors are authorized to review relevant recordings any time they are investigating alleged misconduct or reports of meritorious conduct or whenever such recordings would be beneficial in reviewing the member's performance.

Portable Audio/Video Recorders

Recorded files may also be reviewed:

- (a) Upon approval by a supervisor, by any member of the Department who is participating in an official investigation, such as a personnel complaint, administrative investigation or criminal investigation.
- (b) Pursuant to lawful process or by court personnel who are otherwise authorized to review evidence in a related case.
- (c) By media personnel with permission of the Chief of Police or the authorized designee.
- (d) In compliance with a public records request, if permitted, and in accordance with the Records Release and Security Policy.

All recordings should be reviewed by the Custodian of Records prior to public release (see the Records Release and Security Policy). Recordings that unreasonably violate a person's privacy or sense of dignity should not be publicly released unless disclosure is required by law or order of the court.



APPENDIX 3

Assembly Bill No. 69

CHAPTER 461

An act to add Section 832.18 to the Penal Code, relating to peace officers.

[Approved by Governor October 03, 2015. Filed with Secretary of State
October 03, 2015.]

LEGISLATIVE COUNSEL'S DIGEST

AB 69, Rodriguez. Peace officers: body-worn cameras.

Existing law makes it a crime to intentionally record a confidential communication without the consent of all parties to the communication. Existing law exempts specified peace officers from that provision if they are acting within the scope of their authority.

This bill would require law enforcement agencies to consider specified best practices when establishing policies and procedures for downloading and storing data from body-worn cameras, including, among other things, prohibiting the unauthorized use, duplication, or distribution of the data, and establishing storage periods for evidentiary and nonevidentiary data, as defined.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 832.18 is added to the Penal Code, to read:

832.18. (a) It is the intent of the Legislature to establish policies and procedures to address issues related to the downloading and storage data recorded by a body-worn camera worn by a peace officer. These policies and procedures shall be based on best practices.

(b) When establishing policies and procedures for the implementation and operation of a body-worn camera system, law enforcement agencies, departments, or entities shall consider the following best practices regarding the downloading and storage of body-worn camera data:

(1) Designate the person responsible for downloading the recorded data from the body-worn camera. If the storage system does not have automatic downloading capability, the officer's supervisor should take immediate physical custody of the camera and should be responsible for downloading the data in the case of an incident involving the use of force by an officer, an officer-involved shooting, or other serious incident.

(2) Establish when data should be downloaded to ensure the data is entered into the system in a timely manner, the cameras are properly maintained and ready for the next use, and for purposes of tagging and categorizing the data.

(3) Establish specific measures to prevent data tampering, deleting, and copying, including prohibiting the unauthorized use, duplication, or distribution of body-worn camera data.

(4) Categorize and tag body-worn camera video at the time the data is downloaded and classified according to the type of event or incident captured in the data.

(5) Specifically state the length of time that recorded data is to be stored.

(A) Unless subparagraph (B) or (C) applies, nonevidentiary data including video and audio recorded by a body-worn camera should be retained for a minimum of 60 days, after which it may be erased, destroyed, or recycled. An agency may keep data for more than 60 days to have it available in case of a citizen complaint and to preserve transparency.

(B) Evidentiary data including video and audio recorded by a body-worn camera under this section should be retained for a minimum of two years under any of the following circumstances:

(i) The recording is of an incident involving the use of force by a peace officer or an officer-involved shooting.

(ii) The recording is of an incident that leads to the detention or arrest of an individual.

(iii) The recording is relevant to a formal or informal complaint against a law enforcement officer or a law enforcement agency.

(C) If evidence that may be relevant to a criminal prosecution is obtained from a recording made by a body-worn camera under this section, the law enforcement agency should retain the recording for any time in addition to that specified in paragraphs (A) and (B), and in the same manner as is required by law for other evidence that may be relevant to a criminal prosecution.

(D) In determining a retention schedule, the agency should work with its legal counsel to determine a retention schedule to ensure that storage policies and practices are in compliance with all relevant laws and adequately preserve evidentiary chains of custody.

(E) Records or logs of access and deletion of data from body-worn cameras should be retained permanently.

(6) State where the body-worn camera data will be stored, including, for example, an in-house server which is managed internally, or an online cloud database which is managed by a third-party vendor.

(7) If using a third-party vendor to manage the data storage system, the following factors should be considered to protect the security and integrity of the data:

(A) Using an experienced and reputable third-party vendor.

(B) Entering into contracts that govern the vendor relationship and protect the agency's data.

(C) Using a system that has a built-in audit trail to prevent data tampering and unauthorized access.

(D) Using a system that has a reliable method for automatically backing up data for storage.

(E) Consulting with internal legal counsel to ensure the method of data storage meets legal requirements for chain-of-custody concerns.

(F) Using a system that includes technical assistance capabilities.

(8) Require that all recorded data from body-worn cameras are property of their respective law enforcement agency and shall not be accessed or released for any unauthorized purpose, explicitly prohibit agency personnel from accessing recorded data for personal use and from uploading recorded data onto public and social media Internet Web sites, and include sanctions for violations of this prohibition.

(c) (1) For purposes of this section, "evidentiary data" refers to data of an incident or encounter that could prove useful for investigative purposes, including, but not limited to, a crime, an arrest or citation, a search, a use of force incident, or a confrontational encounter with a member of the public. The retention period for evidentiary data are subject to state evidentiary laws.

(2) For purposes of this section, "nonevidentiary data" refers to data that does not necessarily have value to aid in an investigation or prosecution, such as data of an incident or encounter that does not lead to an arrest or citation, or data of general activities the officer might perform while on duty.

(d) Nothing in this section shall be interpreted to limit the public's right to access recorded data under the

California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code).