

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

May 11, 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 Regular Meeting of April 13, 2016 |
| Adopt | 2. Ordinance No. 918, an Ordinance of the Monterey Peninsula Airport District Regulating Electronic Smoking Devices on Monterey Peninsula Airport District |
| Adopt | 3. Ordinance No. 919, an Ordinance of the Monterey Peninsula Airport District Regarding Telecommunications Improvements on Monterey Peninsula Airport District Property |
| Pass to Print | 4. 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 |

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. Transportation Agency of Monterey County Update on the State Route 68 Scenic Highway Plan by Debbie Hale, Executive Director of TAMC, and Grant Leonard, TAMC
- Adopt 2. [Resolution No. 1660, a Resolution Authorizing the Executive Director to Enter into a One-Year Contract Extension with GateKeeper Systems, Inc. for Software Management Support of Automated Vehicle Identification Technology](#)
- Presentation 3. Overview of the Federal Aviation Administration Triennial Drill
- Presentation 4. Efficiency Improvements & Parking Rates Evaluation for the Monterey Regional Airport. Presentation by Bob Linehart, Executive VP & Chief Operating Officer of Republic Parking System
- Approve 5. [Regional Government Services Authority Agreement for Management and Administrative Services](#)
- Adopt 6. [Resolution No. 1661, Awarding the Bid to Acquire Airport Sweeper](#)
- Approve 7. [Memorandum of Understanding - ARFF Support Services, City of Salinas](#)
- Approve 8. [Command Vehicle Mutual Aid Agreement - City of Monterey, County of Monterey](#)

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
- iv. Water Management District (Policy Advisory)
- v. Special Districts Association Liaison

Director Sabo Alt: Nelson
Director Leffel Alt: Searle
Director Miller

J. CLOSED SESSION

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

1. **LABOR NEGOTIATIONS** (Government Code Section 54957.6) the Board will meet with Labor Negotiators and District Counsel to discuss labor negotiations for the following represented groups: all Monterey Peninsula Airport District Bargaining Units.
2. **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.

K. RECONVENE TO OPEN SESSION

L. PENDING REQUESTS FOR FUTURE AGENDA ITEMS

- *Eastside Parkway Road*
- *Customs and Border Protection*
- *Letter to Congress regarding FAA Reauthorization*
- *Board Evaluation of Executive Director*
- *Well Water Filtration System Cost Analysis*
- *Consideration of Committee for Non-Aeronautical Development and Ideas*

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 REGULAR MEETING OF THE MONTEREY PENINSULA AIRPORT DISTRICT BOARD OF DIRECTORS
April 13, 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 10:00am. Directors Miller, Nelson, Sabo and Searle were present. The following District officers were present: Executive Director La Pier, District Counsel Huber and Acting Board Secretary Porter.

B. PLEDGE OF ALLEGIANCE

Director Nelson led the Pledge of Allegiance.

C. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

None.

D. PUBLIC COMMENTS

Mike Dowson, member of the public, expressed his gratitude to the Board and Executive Director for their help in regards to the flights over Alta Mesa neighborhood.

E. CONSENT AGENDA – ACTION ITEMS

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

- Approve 1. Minutes of the Regular Meeting of March 9, 2016
- Approve 2. U.S. Enterprises, Inc d/b/a Corey Airport Services Agreement for Terminal Advertising Concession

Director Miller moved to approve Item E.1 and E.2. Director Sabo seconded the motion. The motion passed unanimously.

F. DEFERRED CONSENT AGENDA - ACTION ITEMS

G. ACCEPTANCE OF DEPARTMENT REPORTS

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

H. REGULAR AGENDA – ACTION ITEMS

- Presentation 1. Northside Wells System – Options Analysis

Shelley Glennon, Planning Manager, and Aaron Powers, Allterra Environmental, presented Item H.1.

Presentation 2. Update on the Plan to Cool the Terminal Holding Room

John O'Neil, Maintenance Manager, presented Item H.2.

Approve 3. Resolution No. 1657, A Resolution of the Board of Directors of the Monterey Peninsula Airport District Upon the Retirement of Jerry Merritt Acknowledging Him for More Than Ten Years of Distinguished and Dedicated Service to the District

Director Miller moved to approve the adoption of Resolution No. 1657. Director Sabo seconded the motion. The motion passed by a roll call vote of 5-0.

RESOLUTION NO. 1657

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT UPON THE RETIREMENT OF JERRY MERRITT ACKNOWLEDGING HIM FOR MORE THAN TEN YEARS OF DISTINGUISHED AND DEDICATED SERVICE TO THE DISTRICT

WHEREAS, Jerry Merritt has faithfully served as an employee of the Monterey Peninsula Airport District's Finance & Administration Department since October 1, 2005, providing more than ten years of service and commitment as the Accounting Manager/Controller, and retired from service on March 31, 2016, and

WHEREAS, Jerry's enthusiastic management style has been instrumental in developing, organizing, and managing a sound, operationally structured finance department. His dedication and perseverance in ensuring financial compliance and fiscally responsible stability in the overall management of the Monterey Peninsula Airport District financial design truly complimented his service and the mission of the Monterey Peninsula Airport District;

WHEREAS, Jerry's allegiance and commitment to the success of the Monterey Peninsula Airport District has been noticed throughout the airport by District employees, Board of Directors, tenants and the public;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Monterey Peninsula Airport District commend Jerry Merritt for his ten years of distinguished and dedicated service to the district;

BE IT FURTHER RESOLVED, that the valuable services of Jerry Merritt be memorialized by resolution on the occasion of his retirement from the Monterey Peninsula Airport District on March 31, 2016.

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

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

Approve 4. Resolution No. 1658, A Resolution of the Board of Directors of the Monterey Peninsula Airport District Upon the Retirement of Mark Bautista Acknowledging Him for More Than Eleven Years of Distinguished and Dedicated Service to the District

Director Miller moved to approve the adoption of Resolution No. 1658. Director Searle seconded the motion. The motion passed by a roll call vote of 5-0.

RESOLUTION NO. 1658

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT UPON THE RETIREMENT OF MARK BAUTISTA ACKNOWLEDGING HIM FOR MORE THAN ELEVEN YEARS OF DISTINGUISHED AND DEDICATED SERVICE TO THE DISTRICT

WHEREAS, Mark Bautista has faithfully served as an employee of the Monterey Peninsula Airport District's Planning and Development Department since April 16, 2005, providing more than ten years (approximately 22,880 hours) of commitment to the planning and development of the District; and

WHEREAS, Over the past years, Mark has overseen the completion of; the Terminal Modernization and Expansion, the Quick Turn Around Facility, a Runway Overlay, Airfield Lighting and Signage Improvements including Pilot Controlled Lighting, Pavement Overlay Improvements on all airfield pavement areas as well as the public parking areas, upgrades to multiple NAVAIDS including the Tower Beacon, PAPI, REIL, Glide Slope and MALSR, Energy Efficient Lighting Improvements to the terminal, parking areas, and Airport owned streets, installation of the Electric Vehicle Charging Stations, installation of new Airport terminal carpeting, IT improvements for District Administration, ins Terminal WiFi installation, Flight Information Display installation, purchase of both an ARFF and Command Vehicle for the Fire Department, multiple tenant improvements, the Master Plan Update, and the Runway Safety Area Improvements Project; and

WHEREAS, Mark's dedication and commitment to the success of the Airport District has been noticed throughout the airport by District employees, Board of Directors, tenants and the public;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Monterey Peninsula Airport District commend Mark Bautista for his eleven years of dedicated service to the district;

BE IT FURTHER RESOLVED, that the valuable services of Mark Bautista be memorialized by resolution on the occasion of his retirement from the Monterey Peninsula Airport District on March 31, 2016.

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

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

Pass to Print 5. Ordinance 918, An Ordinance of the Monterey Peninsula Airport District Regulating Electronic Smoking Devices on Monterey Peninsula Airport District Property

Scott Huber, District Counsel, presented Item H.5.

Public Comment: Mike Dowson, member of the public, commented on the word "property" in the title of the Ordinance and recommended removing it. He also stated that he has seen many airports with smoking corrals to assign a designated smoking spot, and was surprised that the Airport does not have an indoor smoking room/area.

Director Leffel noted that the word "property" needs to be taken out of the title of Ordinance No. 918.

Director Nelson moved to Pass to Print Ordinance No. 918, removing the word "property". Director Searle seconded the motion. The motion passed by a roll call vote of 5-0.

ORDINANCE NO. 918

AN ORDINANCE OF THE MONTEREY PENINSULA AIRPORT DISTRICT REGULATING ELECTRONIC SMOKING DEVICES ON MONTEREY PENINSULA AIRPORT DISTRICT

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

Section 1. Findings and Purpose. The Board of Directors finds and declares as follows:

A. Electronic smoking devices, commonly known as “electronic cigarettes,” “ecigarettes,” “e-cigars,” “e-cigarillos,” “e-pipes,” “e-hookahs,” “electronic nicotine delivery systems,” etc., are battery operated devices designed to deliver nicotine, flavor, and/or other substances through a vapor inhaled by the user. (U.S. Food and Drug Administration. (2001). Electronic Cigarettes. Retrieved on September 22, 2015 from <http://www.fda.gov/NewsEvents/PublicHealthFocus/ucm172906.htm>).

B. In 2009, the Food and Drug Administration issued a warning about the potential health risks associated with e-cigarettes, saying laboratory studies of some samples had found the presence of toxic chemicals, including diethylene glycol, which is used in antifreeze. (David Barboza, China’s E-Cigarette Boom Lacks Oversight for Safety, The New York Times, December 13, 2014.)

C. The U.S. Surgeon General concluded that there is no safe level of exposure to secondhand smoke. (US Department of Health and Human Services, Office of the Surgeon General, Secondhand Smoke- What it Means to You (2006) available at: <http://www.surgeongeneral.gov/library/reports/secondhandsmoke/secondhandsmoke.pdf>)

D. In 2006, the California Air Resources Board identified secondhand smoke (environmental tobacco smoke) as toxic air contaminant for which there is no safe level. (Available at <http://www.arb.ca.gov/newsrel/nr012606.htm>)

E. It is the intent of the Board of Directors, in adopting this ordinance to regulate electronic smoking devices, to provide further protections for the public health, safety, and welfare by discouraging the behavior of smoking around non-smokers, especially children; by protecting the public from exposure to secondhand smoke; by reducing the potential for children to wrongly associate smoking with a healthy lifestyle; and by affirming and promoting a healthy environment.

Section 2. Definition. “Electronic Smoking Device” means an electronic device that can be used to deliver an inhaled dose of nicotine, or other substances, including any such device that is manufactured, distributed, marketed, or sold as an electronic cigarette, e-cigarette, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah or by any other product name or descriptor. “Electronic cigarette” does not include any inhaler prescribed by a licensed physician.

Section 3. Regulation of Electronic Smoking Devices. Electronic Smoking Devices shall be treated as tobacco products for all purposes. The use of Electronic Smoking Devices shall be prohibited in any location where the use of tobacco products is prohibited pursuant to state and/or federal law.

Section 4. Violations and Public Nuisance. Any person smoking a tobacco product, including but not limited to an Electronic Smoking Device, where smoking is prohibited by this Ordinance shall constitute a public nuisance. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Ordinance shall also constitute a violation of this Ordinance.

Section 5. CEQA. The Board of Directors has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA)(CCR, Title 14, Chapter 3 (“CEQA Guidelines), Article 20, Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Because the Ordinance has no potential to cause any effect on the environment, and because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project.

Section 6. Severability. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Directors hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

Section 7. Effective Date. This ordinance shall take effect 30 days from and after the date of its adoption.

PASSED TO PRINT BY THE BOARD OF DIRECTORS OF THE MOTNEREY PENINSULA AIRPORT DISTRICT: This 13th day of April, 2016, by the following roll call vote:

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

Approve 6. Landlord’s Ground Lease Estoppel and Third Amendment to Lease for Airport Road Storage owned by Maxi, LLC

Scott Huber, District Council, presented Item H.6.

Director Miller moved to approve the Landlord’s Ground Lease Estoppel and Third Amendment to Lease for Airport Road Storage owned by Maxi, LLC. Director Nelson seconded the motion. The motion passed by a roll call vote of 5-0.

Adopt 7. Creation/Elimination of Positions and Amendment to the 2016 Salary Schedule Listing Salary Ranges and Pay Steps for the Monterey Peninsula Airport District

Michael La Pier, Executive Director, presented Item H.7.

The title on the Agenda did not mention that Item H.7 was a resolution, however, Resolution No. 1659 was published with the Agenda along with all the appropriate information.

Director Nelson moved to adopt Resolution No. 1659. Director Sabo seconded the motion. The motion passed by a roll call vote of 5-0.

RESOLUTION NO. 1659

A RESOLUTION AMENDING RESOLUTION NOS. 1640 AND 1655 A RESOLUTION AUTHORIZING AND APPROVING THE FISCAL YEAR 2016 SALARY SCHEDULE LISTING SALARY RANGES AND PAY STEPS AS ATTACHED

WHEREAS, the Monterey Peninsula Airport District has witnessed the retirement of several senior staff members during March, 2016, and

WHEREAS, the Executive Director has determined that a consolidation of duties for those senior positions is warranted at this time, and

WHEREAS, the adopted salary schedule must be amended to reflect the consolidated positions and salary amount for FY 2016,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: The compensation of all employees of the Monterey Peninsula Airport District as set forth and prescribed in the 2016 Amended Salary Schedule, Listing Salary Ranges and Pay Steps as amended is hereby approved and adopted. A copy of said schedule is attached hereto and made a part thereof 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 and Pay Step Schedule in accordance with public law and designated "Monterey Peninsula Airport District Fiscal Year 2016 Amended Salary Schedule", listing salary ranges and pay steps.

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

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

Pass to Print 8. Ordinance No. 919, An Ordinance of the Monterey Peninsula Airport District Regarding Telecommunications Improvements on Monterey Peninsula Airport District Property

Scott Huber, District Counsel, presented Item H.8.

Public Comment: Mike Dowson, member of the public, expressed the ease of having conduits in the ground based on past experience with cable television. He also stated that there is value in installing conduits because if the Airport owns the conduits, we have the ability to charge rent for them to be used.

Director Miller mover to Pass to Print Ordinance No. 919. Director Nelson seconded the motion. The motion passed by a roll call vote of 4-1.

ORDINANCE NO. 919

AN ORDINANCE OF THE MONTEREY PENINSULA AIRPORT DISTRICT REGARDING TELECOMMUNICATIONS IMPROVEMENTS ON MONTEREY PENINSULA AIRPORT DISTRICT PROPERTY

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

Section 1. Findings and Purpose. The Board of Directors finds and declares as follows:

F. The 21st-Century economy is dependent upon affordable, high-speed internet access that encourages competition and enables the entire community to access the internet and compete in the world-market with gigabit fiber infrastructure; and

G. The Monterey Peninsula Airport District ("MPAD") is pursuing potential broadband infrastructure opportunities that advance the economic and community benefits of a robust broadband infrastructure for the community, tenants and visitors at the Monterey Regional Airport; and

H. It is the intent of the District, in enacting this Ordinance, to streamline and simplify the process of installing and upgrading telecommunications equipment throughout the Airport property, and to encourage improvement and modernization of telecommunications infrastructure; and

I. Access to modern telecommunications infrastructure is vital for communication, education and economic development; and

J. It is the responsibility of the District to protect and control access to public rights-of-way; and

K. It is necessary to update District policies and practices to recognize the authority of the California Public Utilities Commission as established in state and federal statutes; and

L. A dig-once policy is the first pivotal step to help streamline broadband infrastructure improvements when any entity is proposing to open streets and rights-of-way for utility construction, cost efficiencies can be realized because multiple entities can join in the single dig, reducing costs as well as reducing disruption to the road surface; and

M. The proposed dig-once policy is consistent with the Central Coast Broadband Consortium and Next Century Cities' recommended best practices; and consistent with approved policy in many local jurisdictions.

Section 2. Definitions. For purposes of this Ordinance, the following definitions shall apply:

"Telecommunications" refers to data, voice, video or other information provided by wire, fiber optic cable or other technology.

"Facilities" and "Infrastructure" refers to wires, cables, conduit, switches, transmission equipment or other equipment for use in transmitting or processing telecommunications services or for providing support or connection to such equipment.

"Rights-of-way" refers to the area upon or adjacent to any District-owned road, highway or rail line or along or across any of the waters or lands owned or controlled by the District.

"Service providers" refers to any person, company, corporation or other entity providing data, voice, cable, video or other information services by wire, fiber optic cable or other technology.

"Excavation" refers to any process which removes material from the ground through digging, drilling, boring or other activity for the purpose of installing utilities, infrastructure or other structures or equipment.

"Conduit" refers to a tube, duct or other device or structure designed for enclosing telecommunication wires or cables.

"Reconstruction" refers to any project which repairs or replaces fifty percent or more of an existing road, highway or rail line.

"District telecommunications infrastructure" shall mean conduits, pull boxes, and other facilities that are used by the District to provide or support communications services.

"Incremental cost" shall mean the cost associated with adding District communications infrastructure to an excavation project, including the cost of the materials needed by the District and any additional labor costs.

Section 3. Telecommunications Infrastructure Improvement. In recognition of the need to provide local residents and businesses within the community with the infrastructure required to meet their telecommunications needs, all construction, reconstruction or repaving of a District right-of-way will include provisions for the installation of telecommunications cable, conduit and other related equipment wherever practical and feasible. Where appropriate, telecommunications infrastructure shall be installed in or adjacent to District rights-of-way in conformance with current District standards. District staff will work with contractors to identify the most cost-effective approach consistent with District requirements. If a public or private project includes excavation in or adjacent to a District right-of-way, installation of or upgrades to District telecommunications cable, conduit or other infrastructure will be included as needed. The District shall be responsible for the incremental costs when the District participates in an excavation project by installing District telecommunications infrastructure. District staff will notify all known providers of the opportunity to join the open trench and help coordinate efforts for multiple parties to join the dig. All installations shall conform to the size, shape, location and other specifications as determined by the Executive Director, or his or her designee.

Section 4. Exemption.

The Executive Director, or his or her designee, may exempt projects from the requirements of this chapter where compliance is found to be not practical or feasible. Requests for an exemption shall be in writing, and the Executive Director's or his or her designee's decision shall be final.

An exemption application shall include all information necessary for the Executive Director, or his or her designee, to make a decision, including but not limited to documentation showing factual support for the requested exemption.

The Executive Director, or his or her designee, may approve the exemption application in whole or in part, with or without conditions.

Section 5. Enforcement. Enforcement of this ordinance shall be as follows:

The Executive Director, or his or her designee, shall have primary responsibility for enforcement of this ordinance and shall have authority to issue citations for violation of this chapter. The Executive Director, or his or her designee, is authorized to establish regulations or administrative procedures to ensure compliance with this chapter and establish the standard methodology for determining the incremental costs associated with installing District communications infrastructure in excavation projects;

A person or entity violating or failing to comply with any of the requirements of this chapter shall be guilty of an infraction.

The District may seek legal, injunctive, or any other relief to enforce the provisions of this chapter and any regulation or administrative procedure authorized by it.

The remedies and penalties provided in this chapter are cumulative and not exclusive of one another.

The Executive Director, or his or her designee, may inspect the premises of any construction, reconstruction, repaving or excavation project to verify compliance with this ordinance.

Section 6. Violations. A violation of this ordinance is hereby declared to be a public nuisance. Any violation described in the preceding paragraph shall be subject to abatement by the District, as well as any other remedies that may be permitted by law for public nuisances, and may be enforced by injunction, upon a showing of violation.

Section 7. Severability. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Directors hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

Section 8. No Conflict with Federal or State Law. Nothing in this ordinance shall be interpreted or applied so as to create any requirement, power, or duty in conflict with any Federal or State law.

Section 9. Preemption. The provisions of this chapter shall be null and void if State or Federal legislation, or administrative regulation, takes effect with the same or substantially similar provisions as contained in this chapter. The Board of Directors shall determine whether or not identical or substantially similar statewide legislation has been enacted or regulations issued.

Section 10. Effective Date. This ordinance shall take effect 30 days from and after the date of its adoption.

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

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

I. BOARD COMMITTEE REPORTS

(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
- iv. Water Management District (Policy Advisory)
- v. Special Districts Association Liaison

Director Sabo Alt: Nelson
Director Leffel Alt: Searle
Director Miller

J. 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.

K. RECONVENE TO OPEN SESSION

Chair Leffel reported that action was taken during closed session. Direction has been given to staff to begin the process of moving the Monterey Peninsula Airport District to elect directors by districts and to come back with a step-by-step process and alternatives for implementation.

L. PENDING REQUESTS FOR FUTURE AGENDA ITEMS

- *Eastside Parkway Road*
- *Customs and Border Protection*
- *Instrument Landing System*
- *Letter to Congress regarding FAA Reauthorization*

M. DISCUSSION OF FUTURE AGENDAS

- *Board Evaluation of Executive Director*
- *Well Water Filtration System Cost Analysis*
- *Consideration of Committee for Non-Aeronautical Development and Ideas*

N. ADJOURNMENT

The meeting adjourned at 2:08pm.

AGENDA ITEM: E-2
DATE: May 11, 2016

TO: Board of Directors
FROM: Michael La Pier, Executive Director
Scott E. Huber, District Counsel
SUBJ: Consideration of an Ordinance to Regulate Electronic Cigarettes

BACKGROUND. The Board may consider the adoption of Ordinance 918 to regulate electronic cigarettes in the same fashion that tobacco cigarettes are regulated by the State of California.

DISCUSSION. Under California law, smoking is already prohibited in places of employment, playgrounds, day care facilities, schools, and public buildings. Currently, smoking is not allowed within 20 feet of an entrance or operative window of any public building. There is signage outside of the main terminal building of the Airport that complies with state law. The intent behind the law is to provide areas where individuals may exercise their right to smoke, while preventing exposure to secondhand smoke by individuals who do not wish to be exposed.

Although at this time, there is limited research on the "e-cigarette" devices, the American Lung Association in 2014 spoke out that it is "very concerned about the potential health risks" for consumers. A 2014 study published by researchers at Portland State University lists previously unknown toxins as components in the vapor created by alternative cigarettes. Currently, the Food and Drug Administration is involved in the process of establishing new rules to better regulate and study these products.

The proposed ordinance would regulate electronic cigarettes and other vapor devices in the same fashion as regular cigarettes. The proposed ordinance will help protect the public health, safety, and welfare by reducing the number of locations where exposure to secondhand smoke may occur. Findings in support of the proposed ordinance are incorporated into the attached proposed ordinance.

The Board passed to print this ordinance at the April 13, 2016 Board Meeting. The Board will consider adoption of the Ordinance.

BUDGET EFFECT: None.

RECOMMENDATION:

Adoption of Ordinance No. 918 - AN ORDINANCE OF THE MONTEREY PENINSULA AIRPORT DISTRICT REGULATING ELECTRONIC SMOKING DEVICES ON MONTEREY PENINSULA AIRPORT DISTRICT PROPERTY

ATTACHMENTS: Proposed Ordinance.

ORDINANCE NO. 918

AN ORDINANCE OF THE MONTEREY PENINSULA AIRPORT DISTRICT REGULATING ELECTRONIC SMOKING DEVICES ON MONTEREY PENINSULA AIRPORT DISTRICT

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

Section 1. Findings and Purpose. The Board of Directors finds and declares as follows:

A. Electronic smoking devices, commonly known as “electronic cigarettes,” “ecigarettes,” “e-cigars,” “e-cigarillos,” “e-pipes,” “e-hookahs,” “electronic nicotine delivery systems,” etc., are battery operated devices designed to deliver nicotine, flavor, and/or other substances through a vapor inhaled by the user. (U.S. Food and Drug Administration. (2001). Electronic Cigarettes. Retrieved on September 22, 2015 from <http://www.fda.gov/NewsEvents/PublicHealthFocus/ucm172906.htm>).

B. In 2009, the Food and Drug Administration issued a warning about the potential health risks associated with e-cigarettes, saying laboratory studies of some samples had found the presence of toxic chemicals, including diethylene glycol, which is used in antifreeze. (David Barboza, China’s E-Cigarette Boom Lacks Oversight for Safety, The New York Times, December 13, 2014.)

C. The U.S. Surgeon General concluded that there is no safe level of exposure to secondhand smoke. (US Department of Health and Human Services, Office of the Surgeon General, Secondhand Smoke- What it Means to You (2006) available at: <http://www.surgeongeneral.gov/library/reports/secondhandsmoke/secondhandsmoke.pdf>

D. In 2006, the California Air Resources Board identified secondhand smoke (environmental tobacco smoke) as toxic air contaminant for which there is no safe level. (Available at <http://www.arb.ca.gov/newsrel/nr012606.htm>)

E. It is the intent of the Board of Directors, in adopting this ordinance to regulate electronic smoking devices, to provide further protections for the public health, safety, and welfare by discouraging the behavior of smoking around non-smokers, especially children; by protecting the public from exposure to secondhand smoke; by reducing the potential for children to wrongly associate smoking with a healthy lifestyle; and by affirming and promoting a healthy environment.

Section 2. Definition. “Electronic Smoking Device” means an electronic device that can be used to deliver an inhaled dose of nicotine, or other substances, including any such device that is manufactured, distributed, marketed, or sold as an electronic cigarette, e-cigarette, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah or by any

other product name or descriptor. "Electronic cigarette" does not include any inhaler prescribed by a licensed physician.

Section 3. Regulation of Electronic Smoking Devices. Electronic Smoking Devices shall be treated as tobacco products for all purposes. The use of Electronic Smoking Devices shall be prohibited in any location where the use of tobacco products is prohibited pursuant to state and/or federal law.

Section 4. Violations and Public Nuisance. Any person smoking a tobacco product, including but not limited to an Electronic Smoking Device, where smoking is prohibited by this Ordinance shall constitute a public nuisance. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Ordinance shall also constitute a violation of this Ordinance.

Section 5. CEQA. The Board of Directors has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA)(CCR, Title 14, Chapter 3 ("CEQA Guidelines), Article 20, Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Because the Ordinance has no potential to cause any effect on the environment, and because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project.

Section 6. Severability. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Directors hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

Section 7. Effective Date. This ordinance shall take effect 30 days from and after the date of its adoption.

ADOPTED BY THE BOARD OF DIRECTORS OF THE MOTNEREY PENINSULA AIRPORT DISTRICT: This 11th day of May, 2016, by the following roll call vote:

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

Signed this 11th day of May, 2016

Mary Ann Leffel, Chair

ATTEST

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



**MONTEREY
HERALD**
*Serving
Monterey
County*

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MONTEREY PENINSULA AIRPORT DISTRICT
Account No. 2141463
200 FRED KANE DR
STE 200
MONTEREY, CA 93940

Legal No. 0005712463
Ord #918
Total Cost: \$718.52
Ordered by:

PROOF OF PUBLICATION

STATE OF CALIFORNIA
County of Monterey

I am a citizen of the United States and a resident of the County aforesaid. I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of The Monterey Herald, a newspaper of general circulation, printed and published daily and Sunday in the City of Monterey, County of Monterey, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Monterey, State of California; that the notice, of which the annexed is a printed copy (set in type not smaller than 6 point), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

04/18/16

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on 04/18/2016 at Monterey, California.

Signature

RECEIVED

APR 19 2016

**MONTEREY PENINSULA
AIRPORT DISTRICT**



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This space is reserved for the County Clerk's Filing Stamp

MONTEREY PENINSULA AIRPORT DISTRICT
Account No. 2141463
200 FRED KANE DR
STE 200
MONTEREY, CA 93940

Legal No. 0005712463
Ord #918

Ordered by:

PROOF OF PUBLICATION

STATE OF CALIFORNIA
County of Monterey

I am a citizen of the United States and a resident of the County aforesaid. I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of The Monterey Herald, a newspaper of general circulation, printed and published daily and Sunday in the City of Monterey, County of Monterey, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Monterey, State of California; that the notice, of which the annexed is a printed copy (set in type not smaller than 6 point), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

04/18/16

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on 04/18/2016 at Monterey, California.

Signature

ORDINANCE NO. 918

AN ORDINANCE OF THE MONTEREY PENINSULA AIRPORT DISTRICT REGULATING ELECTRONIC SMOKING DEVICES ON MONTEREY PENINSULA AIRPORT DISTRICT

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

Section 1. Findings and Purpose. The Board of Directors finds and declares as follows:

A. Electronic smoking devices, commonly known as "electronic cigarettes," "e-cigarettes," "e-cigs," "e-cigalillos," "e-pipes," "e-hookahs," "electronic nicotine delivery systems," etc., are battery operated devices designed to deliver nicotine, flavor, and/or other substances through a vapor inhaled by the user. (U.S. Food and Drug Administration, (2011). Electronic Cigarettes. Retrieved on September 22, 2015 from <http://www.fda.gov/NewsEvents/PublicHealthFocus/ucm172906.htm>).

B. In 2009, the Food and Drug Administration issued a warning about the potential health risks associated with e-cigarettes, saying laboratory studies of some samples had found the presence of toxic chemicals, including diethylene glycol, which is used in antifreeze. (David Barboza, China's E-Cigarette Boom Lacks Oversight for Safety, The New York Times, December 13, 2014.)

C. The U.S. Surgeon General concluded that there is no safe level of exposure to secondhand smoke. (US Department of Health and Human Services, Office of the Surgeon General, Secondhand Smoke: What It Means to You (2006) available at: <http://www.surgeongeneral.gov/library/reports/secondhandsmoke/secondhandsmoke.pdf>).

D. In 2006, the California Air Resources Board identified secondhand smoke (environmental tobacco smoke) as toxic air contaminant for which there is no safe level. (Available at <http://www.arb.ca.gov/newsrel/n012006.htm>).

E. It is the intent of the Board of Directors, in adopting this ordinance to regulate electronic smoking devices, to provide further protections for the public health, safety, and welfare by discouraging the behavior of smoking around non-smokers, especially children; by protecting the public from exposure to secondhand smoke; by reducing the potential for children to wrongly associate smoking with a healthy lifestyle; and by affirming and promoting a healthy environment.

Section 2. Definition. "Electronic Smoking Device" means an electronic device that can be used to deliver an inhaled dose of nicotine, or other substances, including any such device that is manufactured, distributed, marketed, or sold as an electronic cigarette, e-cigarette, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah or by any other product name or descriptor. "Electronic cigarette" does not include any inhaler prescribed by a licensed physician.

Section 3. Regulation of Electronic Smoking Devices. Electronic Smoking Devices shall be treated as tobacco products for all purposes. The use of Electronic Smoking Devices shall be prohibited in any location where the use of tobacco products is prohibited pursuant to state and/or federal law.

Section 4. Violations and Public Nuisance. Any person smoking a tobacco product, including but not limited to an Electronic Smoking Device, where smoking is prohibited by this Ordinance shall constitute a public nuisance. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Ordinance shall also constitute a violation of this Ordinance.

Section 5. CEQA. The Board of Directors has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (C.R. Title 14, Chapter 3 ("CEQA Guidelines"), Article 20, Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Because the Ordinance has no potential to cause any effect on the environment, and because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project.

Section 6. Severability. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Directors hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

Section 7. Effective Date. This ordinance shall take effect 30 days from and after the date of its adoption.

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

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

Signed this 13th day of April, 2016

Michael La Pier, AAE
Executive Director

TO: Board of Directors
FROM: Michael La Pier, Executive Director
Scott Huber, District Counsel
SUBJ: Consideration of a “Dig Once” Ordinance

BACKGROUND. Broadband infrastructure, or fiber optic networks, has been identified as a fundamental need for the Monterey Peninsula for several years. The Central Coast Broadband Consortium has been working over the last three years on regional efforts and a set of comprehensive regional broadband policies. One component of this effort is the formation of a “dig-once” ordinance, which will help streamline infrastructure improvements.

DISCUSSION: On December 9, 2015, the Board received a presentation by Brian Turlington, Executive Director of the Monterey County Business Council, which supports the Central Coast Broadband Consortium (CCBC). The CCBC is a broadly based, ad hoc group of local governments and agencies, economic development, education and health organizations, community groups and private businesses. CCBC is dedicated to improving broadband availability, access and adoption in Monterey, Santa Cruz and San Benito Counties.

Consistent with Central Coast Broadband Consortium and Next Century Cities’ recommended best practices, a dig-once ordinance is the first pivotal policy to help streamline broadband infrastructure improvements. When any entity is proposing to open streets and rights-of-way for utility construction, cost efficiencies can be realized because multiple entities can join in the single dig, reducing costs as well as reducing disruption to the road surface.

The proposed dig-once ordinance establishes the following guidelines for Airport property:

- All construction, reconstruction or repaving of Airport right-of-way will include provisions for the installation of telecommunications cable, conduit and other related equipment wherever practical and feasible.
- Where appropriate, telecommunications infrastructure shall be installed in or adjacent to Airport rights-of-way in conformance with current Airport standards.
- Airport staff will work with contractors to identify the most cost-effective approach consistent with Airport requirements.
- If a public or private project includes excavation in or adjacent to a Airport right-of-way, installation of or upgrades to telecommunications cable, conduit or other infrastructure will be included as needed, with the Airport responsible for the incremental cost.
- Once a construction, reconstruction, or repaving project is initiated, Airport staff will notify all known providers of the opportunity to join the open trench and help coordinate efforts for multiple parties to join the dig.
- All installations shall conform to the size, shape, location and other specifications as determined by the Planning and Development Department.

- To incentivize participation, a moratorium on disturbing the road way surfacing and public right-of-way of a period of one year is adopted following a construction project.

To enact the above guidelines and require compliance from contractors proposing construction projects at the Airport, staff has prepared the proposed dig-once ordinance.

The Board passed to print this ordinance at the April 13, 2016 Board Meeting. The Board will consider adoption of the attached dig-once ordinance.

BUDGET EFFECT: No fiscal impact at this time. Future opportunities for public-private partnerships may require some investment related to the placement of conduit during a construction project that is not initiated by the Airport.

RECOMMENDATION: Adopt Ordinance No. 919 – AN ORDINANCE OF THE MONTEREY PENINSULA AIRPORT DISTRICT REGARDING TELECOMMUNICATIONS IMPROVEMENTS ON MONTEREY PENINSULA AIRPORT DISTRICT PROPERTY

ATTACHMENT: Proposed Ordinance.

ORDINANCE NO. 919

**AN ORDINANCE OF THE MONTEREY PENINSULA
AIRPORT DISTRICT REGARDING TELECOMMUNICATIONS IMPROVEMENTS ON
MONTEREY PENINSULA AIRPORT DISTRICT PROPERTY**

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

Section 1. Findings and Purpose. The Board of Directors finds and declares as follows:

A. The 21st-Century economy is dependent upon affordable, high-speed internet access that encourages competition and enables the entire community to access the internet and compete in the world-market with gigabit fiber infrastructure; and

B. The Monterey Peninsula Airport District (“MPAD”) is pursuing potential broadband infrastructure opportunities that advance the economic and community benefits of a robust broadband infrastructure for the community, tenants and visitors at the Monterey Regional Airport; and

C. It is the intent of the District, in enacting this Ordinance, to streamline and simplify the process of installing and upgrading telecommunications equipment throughout the Airport property, and to encourage improvement and modernization of telecommunications infrastructure; and

D. Access to modern telecommunications infrastructure is vital for communication, education and economic development; and

E. It is the responsibility of the District to protect and control access to public rights-of-way; and

F. It is necessary to update District policies and practices to recognize the authority of the California Public Utilities Commission as established in state and federal statutes; and

G. A dig-once policy is the first pivotal step to help streamline broadband infrastructure improvements when any entity is proposing to open streets and rights-of-way for utility construction, cost efficiencies can be realized because multiple entities can join in the single dig, reducing costs as well as reducing disruption to the road surface; and

H. The proposed dig-once policy is consistent with the Central Coast Broadband Consortium and Next Century Cities’ recommended best practices; and consistent with approved policy in many local jurisdictions.

Section 2. Definitions. For purposes of this Ordinance, the following definitions shall apply:

"Telecommunications" refers to data, voice, video or other information provided by wire, fiber optic cable or other technology.

"Facilities" and "Infrastructure" refers to wires, cables, conduit, switches, transmission equipment or other equipment for use in transmitting or processing telecommunications services or for providing support or connection to such equipment.

"Rights-of-way" refers to the area upon or adjacent to any District-owned road, highway or rail line or along or across any of the waters or lands owned or controlled by the District.

"Service providers" refers to any person, company, corporation or other entity providing data, voice, cable, video or other information services by wire, fiber optic cable or other technology.

"Excavation" refers to any process which removes material from the ground through digging, drilling, boring or other activity for the purpose of installing utilities, infrastructure or other structures or equipment.

"Conduit" refers to a tube, duct or other device or structure designed for enclosing telecommunication wires or cables.

"Reconstruction" refers to any project which repairs or replaces fifty percent or more of an existing road, highway or rail line.

"District telecommunications infrastructure" shall mean conduits, pull boxes, and other facilities that are used by the District to provide or support communications services.

"Incremental cost" shall mean the cost associated with adding District communications infrastructure to an excavation project, including the cost of the materials needed by the District and any additional labor costs.

Section 3. Telecommunications Infrastructure Improvement. In recognition of the need to provide local residents and businesses within the community with the infrastructure required to meet their telecommunications needs, all construction, reconstruction or repaving of a District right-of-way will include provisions for the installation of telecommunications cable, conduit and other related equipment wherever practical and feasible. Where appropriate, telecommunications infrastructure shall be installed in or adjacent to District rights-of-way in conformance with current District standards. District staff will work with contractors to identify the most cost-effective approach consistent with District requirements. If a public or private project includes excavation in or adjacent to a District right-of-way, installation of or upgrades to District telecommunications cable, conduit or other infrastructure will be included as needed. The District shall be responsible for the incremental costs when the District participates in an excavation project by installing District telecommunications infrastructure. District

staff will notify all known providers of the opportunity to join the open trench and help coordinate efforts for multiple parties to join the dig. All installations shall conform to the size, shape, location and other specifications as determined by the Executive Director, or his or her designee.

Section 4. Exemption.

The Executive Director, or his or her designee, may exempt projects from the requirements of this chapter where compliance is found to be not practical or feasible. Requests for an exemption shall be in writing, and the Executive Director's or his or her designee's decision shall be final.

An exemption application shall include all information necessary for the Executive Director, or his or her designee, to make a decision, including but not limited to documentation showing factual support for the requested exemption.

The Executive Director, or his or her designee, may approve the exemption application in whole or in part, with or without conditions.

Section 5. Enforcement. Enforcement of this ordinance shall be as follows:

The Executive Director, or his or her designee, shall have primary responsibility for enforcement of this ordinance and shall have authority to issue citations for violation of this chapter. The Executive Director, or his or her designee, is authorized to establish regulations or administrative procedures to ensure compliance with this chapter and establish the standard methodology for determining the incremental costs associated with installing District communications infrastructure in excavation projects;

A person or entity violating or failing to comply with any of the requirements of this chapter shall be guilty of an infraction.

The District may seek legal, injunctive, or any other relief to enforce the provisions of this chapter and any regulation or administrative procedure authorized by it.

The remedies and penalties provided in this chapter are cumulative and not exclusive of one another.

The Executive Director, or his or her designee, may inspect the premises of any construction, reconstruction, repaving or excavation project to verify compliance with this ordinance.

Section 6. Violations. A violation of this ordinance is hereby declared to be a public nuisance. Any violation described in the preceding paragraph shall be subject to abatement by the District, as well as any other remedies that may be permitted by law for public nuisances, and may be enforced by injunction, upon a showing of violation.

Section 7. Severability. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Directors hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

Section 8. No Conflict with Federal or State Law. Nothing in this ordinance shall be interpreted or applied so as to create any requirement, power, or duty in conflict with any Federal or State law.

Section 9. Preemption. The provisions of this chapter shall be null and void if State or Federal legislation, or administrative regulation, takes effect with the same or substantially similar provisions as contained in this chapter. The Board of Directors shall determine whether or not identical or substantially similar statewide legislation has been enacted or regulations issued.

Section 10. Effective Date. 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 11th day of May, 2016, by the following roll call vote:

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

Signed this 11th day of May, 2016

Mary Ann Leffel, Chair

ATTEST

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



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P.O. Box 271 • Monterey, California 93942
(831) 726.4382

MONTEREY PENINSULA AIRPORT DISTRICT
Account No. 2141463
200 FRED KANE DR
STE 200
MONTEREY, CA 93940

Legal No. 0005712443
Ord #919
Total Cost: \$1329.26
Ordered by:

RECEIVED
APR 19 2016
MONTEREY PENINSULA
AIRPORT DISTRICT

PROOF OF PUBLICATION

STATE OF CALIFORNIA
County of Monterey

I am a citizen of the United States and a resident of the County aforesaid. I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of The Monterey Herald, a newspaper of general circulation, printed and published daily and Sunday in the City of Monterey, County of Monterey, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Monterey, State of California; that the notice, of which the annexed is a printed copy (set in type not smaller than 6 point), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

04/18/16

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on 04/18/2016 at Monterey, California.

Signature

This space is reserved for the County Clerk's Filing Stamp



Published by The Monterey Herald
P.O. Box 271 • Monterey, California 93942
(831) 726.4382

This space is reserved for the County Clerk's Filing Stamp

MONTEREY PENINSULA AIRPORT DISTRICT
Account No. 2141463
200 FRED KANE DR
STE 200
MONTEREY, CA 93940

Legal No. 0005712443
Ord #919

Ordered by:

PROOF OF PUBLICATION

STATE OF CALIFORNIA
County of Monterey

I am a citizen of the United States and a resident of the County aforesaid. I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of The Monterey Herald, a newspaper of general circulation, printed and published daily and Sunday in the City of Monterey, County of Monterey, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Monterey, State of California; that the notice, of which the annexed is a printed copy (set in type not smaller than 6 point), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

04/18/16

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on 04/18/2016 at Monterey, California.

Signature

AGENDA ITEM: E-4
DATE: May 11, 2016

TO: Board of Directors
FROM: Michael La Pier, Executive Director
Jeffrey Hoyne, Police Chief
Scott Huber, District Counsel
SUBJ: Consideration of an Ordinance to Accept the Requirements of the Penal Code Relating to the Training of Law Enforcement Officers

BACKGROUND. The Police Department of the Monterey Peninsula Airport District has not been eligible to receive training reimbursements or other grants from Police Officers Standards and Training (“POST”) because its officers are categorized as “airport law enforcement officers” pursuant to Penal Code § 830.33(d). Following a request for review of this matter, POST determined that the MPAD police department should be eligible for reimbursement and available grants. The attached ordinance is required by POST for MPAD to actually receive the training and grant funds.

DISCUSSION: The California Penal Code has several classifications related to police officers and police departments. The enabling act of the Monterey Peninsula Airport District provides broad police powers to MPAD and its officers. As a result of the classification of the MPAD police department as “airport law enforcement officers” pursuant to Penal Code § 830.33(d), MPAD has not been eligible for training reimbursement or grant opportunities through POST.

Some time ago, staff was directed by the Board to address this issue with POST. District Counsel sent a letter to POST requesting that the police department be reclassified so that it would be eligible for reimbursement. MPAD received a response that the police department will be eligible for training reimbursement and grants without the need for reclassification of the department.

To be eligible for training and grant funds, the attached ordinance is required by POST.

The Board will consider approval of the attached ordinance.

BUDGET EFFECT: No fiscal impact at this time. Future opportunities for training may be funded through POST, which would reduce the fiscal impact to the District.

RECOMMENDATION: Pass to Print 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

ATTACHMENT: Proposed Ordinance.

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.

**PASSED TO PRINT BY THE BOARD OF DIRECTORS OF THE MONTEREY
PENINSULA AIRPORT DISTRICT:** This 11th day of May, 2016, by the following roll call vote:

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

Signed this 11th day of May, 2016

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

Publication Date: _____

AGENDA ITEM: G
DATE: May 11, 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](#)

Brenda Smith, Staff Accountant
[Financial Summary](#)

Chris Morello, Planning & Development
[P & D Monthly Project Report](#)

AGENDA ITEM: G
DATE: May 11, 2016

TO: Mike La Pier, Executive Director
FROM: Jennifer Hickerson, Marketing & Public Relations Coordinator
DATE: April 29, 2016
SUBJ: Air Service Development Report

Marketing, Advertising & Promotions

Advertising:

- **Billboard:** On Hwy 101, 2 miles north of Prunedale. We have given Alaska Airlines use of the billboard for at least 6 months. Alaska Airlines has finished their creative and it has been sent to Meadow Outdoor for installation. It should be installed soon.
- **TV:** We ran commercials on KSBW, KION and Comcast.
- **Radio:** We are sponsoring the \$1,000 a day giveaway on KWAV.
- **History Video:** Chris is producing a history video which will be used on our website, baggage claim and on YouTube.

Air Carrier Update:

- AS – SAN and LAX service continues once a day.
- G4 (Allegiant) – LAS service continues Thursdays and Sundays. The timing shifted to mid-morning but then moves to evening on May 19th.
- AA – PHX service is now flying 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 a day except Saturday when the late afternoon will not operate.

Air Service Development

- I attended the Allegiant Conference the week of April 18th.
- Mike will attend the ACI-NA Jump Start Conference in June.

Public Relations:

- **Social Media/Facebook:** “Total Likes” continue to grow – **13,785** as of April 29th.

- Social Media Intern: We have hired a Social Media Intern for the summer. She is a journalism major at Cabrillo College and will be working for college credit. She will begin toward the end of May and work part-time through August providing assistance with our social media initiatives.
- California Rodeo Salinas: We will partner with the Rodeo again this year. We have scheduled the joint Chamber mixer for June 21st.
- California International Airshow Salinas: We are working with Bruce Adams to come up with a sponsorship trade that will enable us to promote our 75th Anniversary.
- Community Day: Chris Chidlaw and I continue to work with the Monterey Jet Center regarding our Community Day celebrating our 75th anniversary. The date of the event will be October 1st.

Customer Service:

- Customer Comment Cards: see April responses attached.

Date	Time	Pax		Airline	Flt #	Tone	Comments	Name	Address	
		Was							City & State	
4/12	403	D		AA	2603	P	Lovely as always. I have a problem flying and they take excellent care of me here.	V.N.	Pebble Beach, CA	
4/24	1055	D		AA	2437	N	Boarding pass says arrive 40 min early, I arrived 45 and was denied boarding	A.K.	Spring Valley, CA	
4/24	1630	D		UE		P	I felt thankful that security line was thorough. The work table at gate is great.	J.S.	Imperial Beach, CA	
4/25	455					N	TSA failed to notify me that TSA precheck still has to remove laptops and 311. It caused me delays.	C.H.		
4/25	1700	D		AA	2603	P	Nice airport-quick security - easy drop off. Thanks.	E.B.	Laural, MD	
4/26	1430	D				N	The guy in the café is a knucklehead.			

TO: Michael La Pier, Executive Director
FROM: Operations Manager Griggs
DATE: May 2, 2016
SUBJ: Operations Report

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

1. Coordinated nighttime runway closures for rubber removal and repainting of runway markings.
2. On-going operational and logistical planning of the District's triennial MCI drill with Monterey Fire Department. The drill is scheduled for Tuesday, May 17. A brief overview of the exercise will be discussed during the regular agenda.
3. Ongoing discussions with Uber Management on operational adjustments within the scope of the current contract. Overall, Staff is satisfied with the operation. The trial contract ends June 30 and negotiations will commence later this month for a new agreement.
4. The Wings of Freedom Tour, sponsored by the Collins Foundations, will return to MRY from May 18 through May 20 at the Monterey Jet Center. The purpose of the foundation is to organize and support "living history" events that enable Americans to learn more about their heritage through direct participation. The tour showcases fully restored bomber aircraft (B-17, B-24 & B-25) and dual-control fighter aircraft (P-51C Mustang).
5. Attended the quarterly Regional Taxi Authority Meeting.
6. The April noise comment report is attached.
7. The Operating and Expense Reports for the Taxi Open-Entry and Uber Ground Transportation systems are attached.
8. The Commercial Flight Cancellations & Delays Report for April is attached.
9. Attached is the Commercial Flight Schedule for May 2016.
10. Below is the summary of scheduled airline activity for May 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 364 flights (Arrivals and Departures)

American Eagle flown by SkyWest/Mesa

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

Cumulatively speaking, the airlines have scheduled 54 more flights (754 vs. 700) as compared to last May. This is primarily due to the increased daily service to LAX flown by United, and PHX service flown by American Eagle.

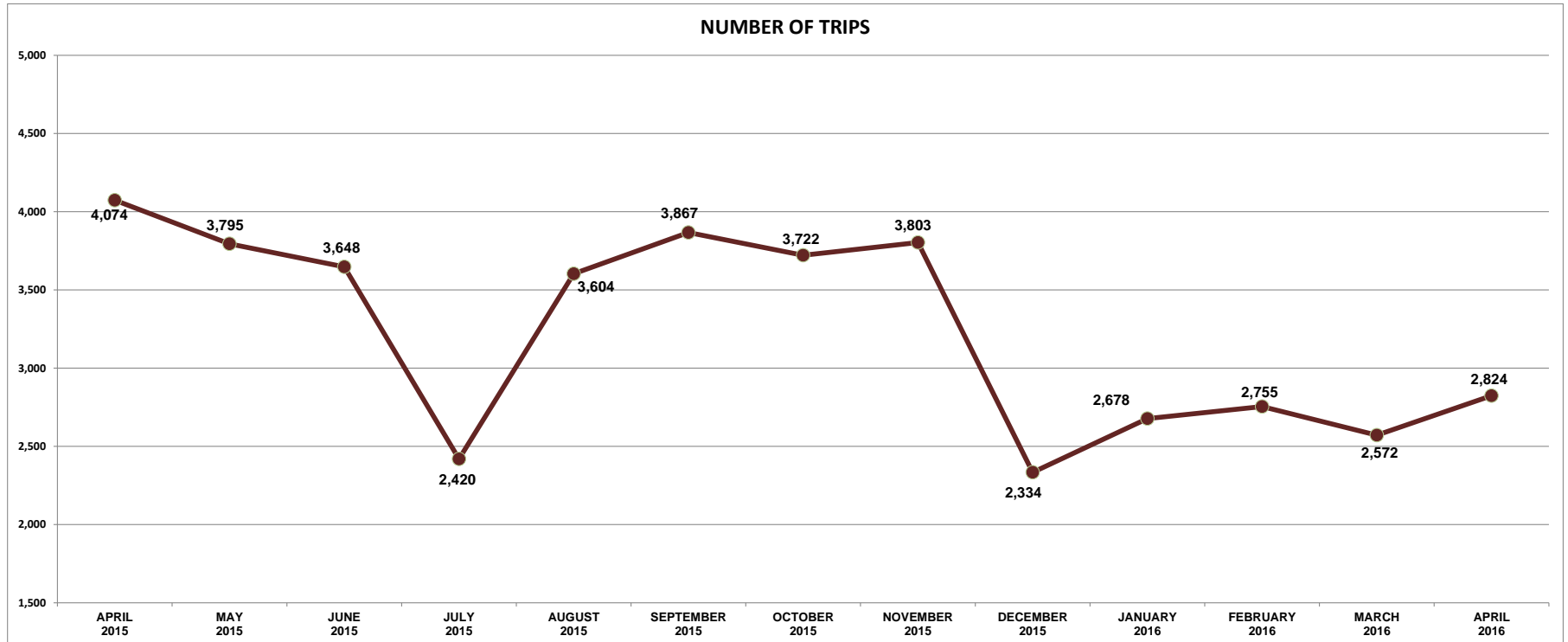
MRY AIRPORT NOISE COMMENT LOG APRIL 2016

Name	Location (Address)	Incident Date	Incident Time	Aircraft ID	</> of Flight	Caller Comments	By	Action Taken	Notes
AIR OPERATIONS CENTERED AT MONTEREY AIRPORT									
1	Barbara Lovero	Pasadera	4/1-4/8, 4/10, 4/12, 4/13, 4/14, 4/19-4/30	multiple	multiple	landing RWY 28L	NG	Documented.	Ops has corresponded at length with complainant regarding this issue.
2	Jeffrey Latts	Pasadera	4/4, 4/20, 4/21	multiple	multiple	landing RWY 28L	NG	Documented.	Ops has corresponded at length with complainant regarding 28L RNAV approach concerns.
3	Mark Watson	CONA	4/16/2016	4:20pm	silver SE	northbound	NG	Discussed likelihood of good weather resulting in increased VFR operations/flight trainnig.	Also queried re status of 28L IFR departure procedure change and advised it is under development with FAA.
4	Jennifer Sites	Corral De Tierra	4/21/2016	9:40am	MD-80	landing RWY 28L	NG	Left VM advising new procedures still under development. 4/21	Ops has corresponded at length with complainant regarding this issue.
5	Pete DeMaria	CONA	4/21/2016	3:30pm	White and red Beech Baron	departing RWYs 28	NG	Probable ID by ATCT. Further investigation required.	
6	Michelle Long	Seaside	4/24/2016	9:20am	MD-80	arriving RWY 28L	NG	ATCT advised weather req'd 10R/circle-to-land RWY 28L appch.	Complainant suggested procedure should be revised to send acct over Fort Ord.
7	Hans	Seaside	4/24/2016	9:20am	MD-80	arriving RWY 28L	NG	ATCT advised weather req'd 10R/circle-to-land RWY 28L appch.	
8	Douglas Flaherty	CONA	4/26/2016	1:42pm	Beech Baron	departing RWYs 28	KG	Tower confirmed Baron made right hand turn. Aircraft is not based at MRY.	
9	Robert Dvorak	Laguna Seca Estates	4/28/2016	Whole Month	Various	landing RWY 28L	KG	Noisy, low, flying over house inbound to airport. New procedures should have fixed that.	Informed Mr. Dvorak the nature of his observations are based on pilot's discretion to utilize right downward VFR approaches or requires RWY 28 VFR circling maneuvers when tailwinds are too high prohibiting the use of the full straight-in ILS approach for RWY 10R.
AIR OPERATIONS ORIGINATING FROM ANOTHER AIRPORT									
AIR OPERATIONS OUT OF AREA									
MONTHLY TOTALS and COMPARISONS									

	April-16	April-15				
Number of Complaints:	9	0			#DIV/0!	
Number of Operations:	7,827	5,224			50%	
					% Change	
Ken Griggs Operations Supervisor	Annual Total	44	14		214%	

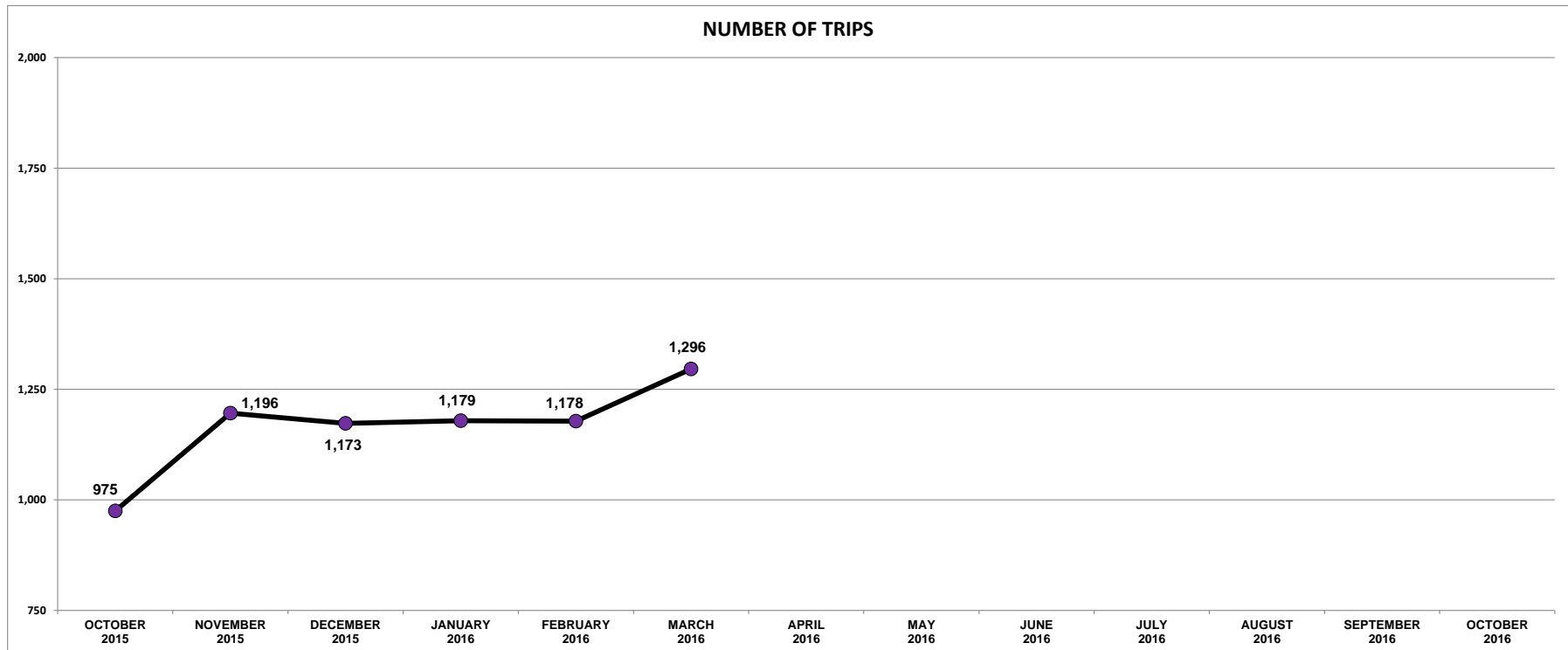
Other Airport	UNKNOWN ORIGINS
0	0
0	0

13-MONTH ROLLING COMPARISON



	2015 APRIL	2015 MAY	2015 JUNE	2015 JULY	2015 AUGUST	2015 SEPTEMBER	2015 OCTOBER	2015 NOVEMBER	2015 DECEMBER	2015 JANUARY	2016 FEBRUARY	2016 MARCH	2016 APRIL
NUMBER OF TRIPS	4,074	3,795	3,648	2,420	3,604	3,867	3,722	3,803	2,334	2,678	2,755	2,572	2,824
NUMBER OF CABS	127	128	128	129	101	105	111	115	115	115	115	116	116
TAXI TRIP FEES	\$ 11,385	\$ 10,944	\$ 7,260	\$ 10,812	\$ 11,601	\$ 11,166	\$ 11,409	\$ 7,002	\$ 8,034	\$ 8,265	\$ 7,716	\$ 8,202	\$ 8,472
TAXI MEDALLION FEES¹	\$ 2,271	\$ 2,208	\$ 2,271	\$ 2,104	\$ 3,104	\$ 3,604	\$ 2,917	\$ 2,104	\$ 2,104	\$ 2,104	\$ 2,354	\$ 2,354	\$ 2,104
TAXI - TOTAL REVENUE	\$ 13,656	\$ 13,152	\$ 9,531	\$ 12,916	\$ 14,705	\$ 14,770	\$ 14,326	\$ 9,106	\$ 10,138	\$ 10,369	\$ 10,070	\$ 10,556	\$ 10,576
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	\$ 1,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ 14,672	\$ 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)	\$ (1,016)	\$ 80	\$ (3,541)	\$ (156)	\$ 1,633	\$ 1,698	\$ 1,254	\$ (3,966)	\$ (2,934)	\$ (2,703)	\$ (3,002)	\$ (2,516)	\$ (2,496)
FYTD 2016 (July 2015 - April 2016) OPERATING INCOME / (LOSS)													\$ (13,187)
CUMULATIVE (13-MONTH) OPERATING INCOME / (LOSS)													\$ (17,664)

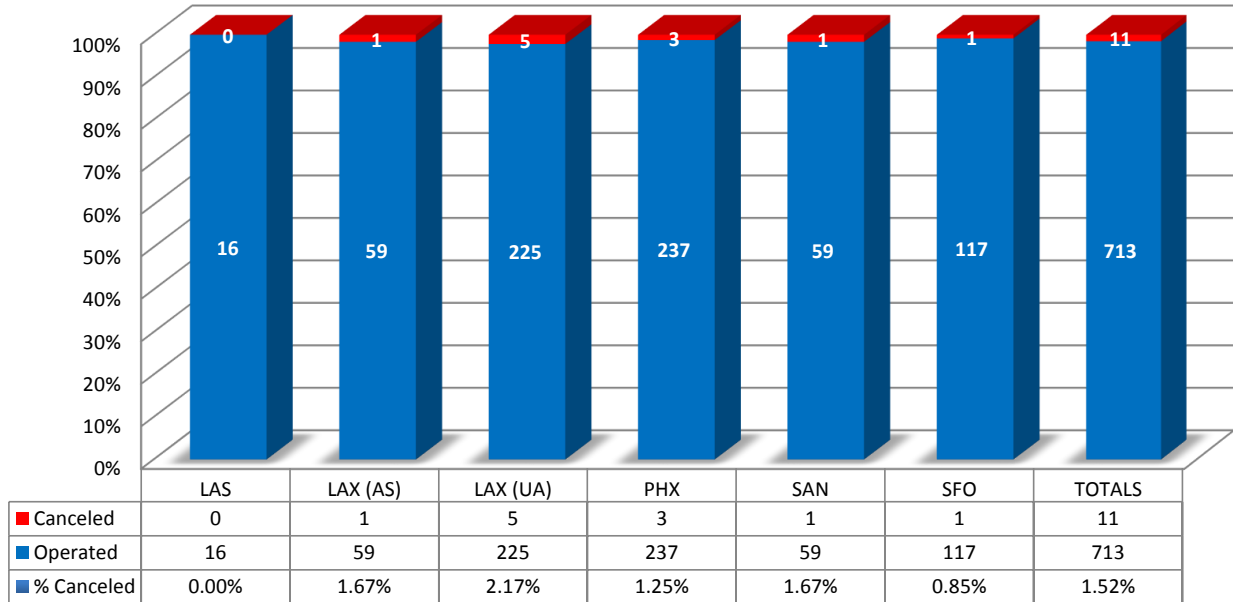
13-MONTH ROLLING COMPARISON



	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							
NUMBER OF TNCs	1	1	1	1	1	1							
TNC TRIP FEES	\$ 2,925	\$ 3,588	\$ 3,519	\$ 3,537	\$ 3,534	\$ 3,888							
TNC PERMITS	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -							
TNC - TOTAL REVENUE	\$ 3,925	\$ 3,588	\$ 3,519	\$ 3,537	\$ 3,534	\$ 3,888	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

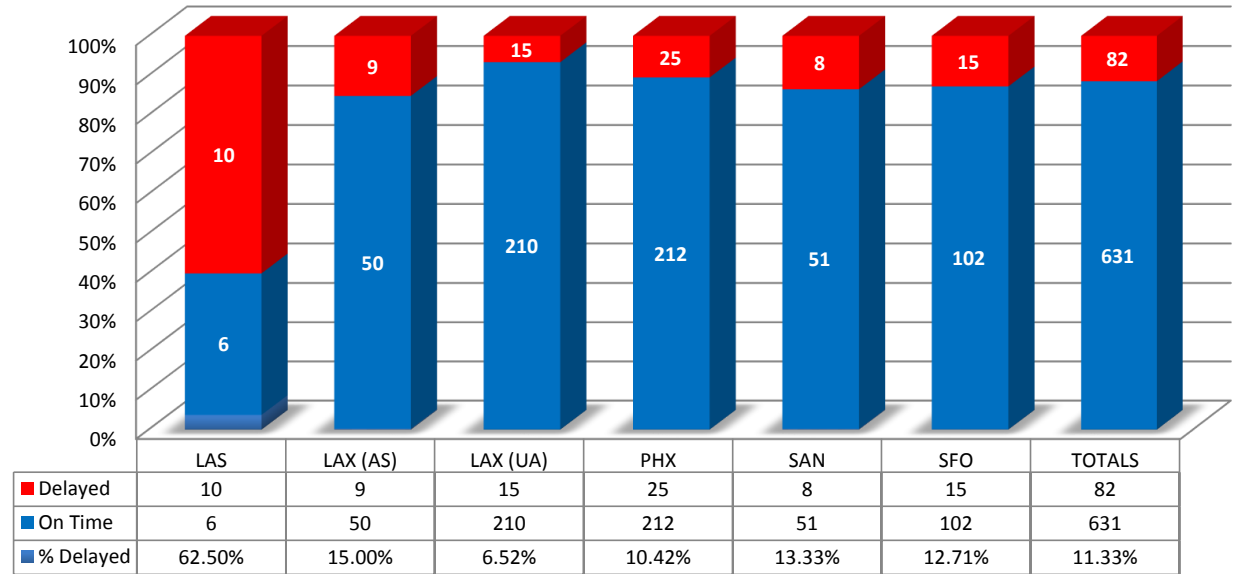
APRIL 2016

April Commercial Flights Operated vs. Canceled

























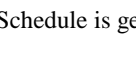
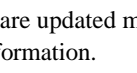


TOTAL CANCELED FLIGHTS: 11

April Commercial Flights On Time vs. Delayed



TOTAL DELAYED FLIGHTS: 82

Monterey Regional Airport May 2016 Flight Schedule

		ARRIVALS				DEPARTURES							
		FROM	AIRLINE	FLIGHT	TIME	SCHD	TO	AIRLINE	FLIGHT	TIME	SCHD		
MD80 (166)		LAS		540	9:33 AM 9:05 AM 7:30 PM	MAY 1,5,12 MAY 8,15 MAY 19,22,26,29	SFO		5316	6:00 AM	DAILY	CRJ700 (66)	
Q400 (76)		LAX		2604	10:20 AM	DAILY	PHX		5696	6:10 AM	DAILY	CRJ900 (76)	
CRJ200 (50)		LAX		5018	10:45 AM 10:33 AM	MAY 1-4 MAY 5-31	LAX		5052	6:30 AM 6:44 AM	MO-SA SU	CRJ200 (50)	
CRJ900 (76)		PHX		5896	11:50 AM	DAILY	LAS		541	10:18 AM 9:50 AM 8:15 PM	MAY 1,5,12 MAY 8,15 MAY 19,22,26,29	MD80 (166)	
CRJ200 (50)		LAX		5166	2:00 PM 2:17 PM	MAY 1-4 MAY 5-31	SAN		2437	10:55 AM	DAILY	Q400 (76)	
CRJ900 (76)		PHX		5699	3:35 PM	DAILY	LAX		5053	11:15 AM 11:03 AM	MAY 1-4 MAY 5-31	CRJ200 (50)	
CRJ200 (50)		SFO		5538	4:30 PM	DAILY	PHX		5694	12:25 PM	DAILY	CRJ900 (76)	
CRJ200 (50)		LAX		5037	4:45 PM	DAILY EXC SA	LAX		5020	2:30 PM 2:47 PM	MAY 1-4 MAY 5-31	CRJ200 (50)	
Q400 (76)		SAN		2436	5:28 PM	DAILY	PHX		5658	4:10 PM	DAILY	CRJ900 (76)	
CRJ200 (50)		PHX		2996	6:40 PM	DAILY	LAX		5054	5:00 PM 5:20 PM	MAY 1-4 MAY 5-31 EXC SA	CRJ200 (50)	
CRJ900 (76)		PHX		5695	9:58 PM	DAILY	SFO		5984	5:20 PM 5:00 PM	MAY 1-4 MAY 5-31	CRJ200 (50)	
CRJ200 (50)		LAX		5021	10:10 PM 10:27 PM	MAY 1-4 MAY 5-31	LAX		2603	6:00 PM	DAILY	Q400 (76)	
CRJ700 (66)		SFO		5850	11:51 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: May 11, 2016

TO: Mike La Pier, Executive Director
FROM: Police Chief Jeff Hoyne
DATE: April 29, 2016
SUBJECT: Police Activity Report for April 2016

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

Highlights

- MRY PD responded to **184 door and gate alarms** through April 29.
- Officers worked a total of **16 hours of overtime** in April.
- Since October 1993, POST has determined the Monterey Airport Police Department is not eligible for training reimbursement. For the last year, the Department has been working with District Counsel to correct the Department's status with POST. In April, POST notified the District that they could find no reason that MPAD cannot be eligible for reimbursement for completion of POST certified training. After approval at the June POST Commission meeting, MPAD will be able to receive reimbursement for qualifying training.
- TSA requested that MRY participate in a voluntary Vulnerability / Threat Assessment based on our ASP provisions and programs aimed at insider threat and other risks. Police and Operations completed this assessment and submitted to our TSA FSD in April. SJO TSA reviewed our submission and was very pleased with its quality. The Police Department will be constructing a follow-up threat mitigation plan with TSA in the upcoming weeks.

Training

- All sworn staff completed Use of Force Policy Review in April.

Calls for Service

1. 4/1 @ 1330 hrs. Golden Tee reported a transient sleeping in the hallway. Subject was resting before his 1430 flight to San Diego. He was advised to go through screening and complied.
2. 4/6 @ 0523 hrs. United pilot smashed his left hand inside an aircraft door and was transported to CHOMP.
3. 4/9 @ 2100 hrs. Storage unit burglary reported at Hi-Way 68 Self-storage. Investigation currently underway.
4. 4/12 @ 1142 hrs. Republic Parking asked if an officer would check a vehicle that was parked in long term because it was parked in two spots. Vehicle was stolen out of Monterey.

5. 4/15 @ 1100 hrs. Subjects came to the police office to report that someone had hacked their employer (Academy of Art University) and stolen theirs and multiple employee's private information.
6. 4/16 @ 1630 hrs. Strike violation issued to hangar tenant who left her 14-year old son at her hangar unattended.
7. 4/17 @ 1112 hrs. Contacted subject who was not wearing a shirt or shoes. Subject stated he needed a ride home. He stated he is schizophrenic and was not taking medication. Father was called to pick him up.
8. 4/18 @ 2200 hrs. Dispatched to a report of intoxicated subject deboarding flight. Report made by ground crew, baggage claim checked and was unable to locate subject.
9. 4/19 @ 1500 hrs. Five storage units were broken into at the Hi-Way 68 Self-Storage facility. The property manager reported the incident.
10. 4/19 @ 1800 hrs. Summoned to the Golden Tee regarding a criminal attorney who believed he was being followed by an ex-client. Area check made and could not locate subject anywhere in the terminal.
11. 4/20 @ 0930 hrs. A vehicle that was reported stolen out of Pacific Grove was located at Del Monte Aviation. Owner claimed vehicle with no damage and drivable.
12. 4/20 @ 1300 hrs. Dispatched to 1118 Airport Road for a man that collapsed. AMR and Monterey Fire on scene and transported to CHOMP for possible heart attack.
13. 4/27 @ 1700 hrs. Contacted by the taxi starter about a possibly intoxicated male wandering around the short term parking lot. The subject was contacted and identified. Subject stated the taxi drivers refused to give him a ride home to Carmel. A taxi was summoned and subject left the property.



MONTEREY FIRE DEPARTMENT

Report to Airport Board of Directors

April 2016

1. Incident Responses

Engine assigned to Fire Station 6 (Airport) responded to a total of 20 incidents during the month as follows (see attached for breakdown of types of incidents):

- MPAD property – 2
- City of Monterey – 14
- Auto / Mutual Aid – 4

2. Training

Personnel completed a total of 96.5 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

- Preparation and planning work continues for the triennial drill scheduled for May 17, 2016.
- A contract has been developed for approval for the use of the ARFF vehicle that is owned by the City of Salinas as a back-up unit for when Crash 6456 is unavailable for maintenance and servicing.
- A contract has been developed to partner with the Monterey County Sheriff's Office on the support for Command 6490 where they will provide upgrades to the on-board electronics and technology in exchange for being able to use it at their incidents.
- During April, Monterey Fire began a recruitment process for new firefighters. That process should result in an eligibility list being established by July. We anticipate hiring a group by September.
- Structure fire listed in incident list was in the Coral de Tierra area to which E6416 responded on mutual aid.

Monterey Fire Department

Incident Type Report (Summary)

**Alarm Date Between {04/01/2016} And
{04/30/2016} and Station = "6"**

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	1	5.00%	\$260,000	100.00%
	<u>1</u>	<u>5.00%</u>	<u>\$260,000</u>	<u>100.00%</u>
3 Rescue & Emergency Medical Service Incident				
3111 Medical Call No Aid Given	1	5.00%	\$0	0.00%
321 EMS call, excluding vehicle accident with injury	10	50.00%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	1	5.00%	\$0	0.00%
353 Removal of victim(s) from stalled elevator	1	5.00%	\$0	0.00%
	<u>13</u>	<u>65.00%</u>	<u>\$0</u>	<u>0.00%</u>
5 Service Call				
554 Assist invalid	1	5.00%	\$0	0.00%
571 Cover assignment, standby, moveup	1	5.00%	\$0	0.00%
	<u>2</u>	<u>10.00%</u>	<u>\$0</u>	<u>0.00%</u>
6 Good Intent Call				
611 Dispatched & cancelled en route	1	5.00%	\$0	0.00%
622 No Incident found on arrival at dispatch address	1	5.00%	\$0	0.00%
671 HazMat release investigation w/no HazMat	1	5.00%	\$0	0.00%
	<u>3</u>	<u>15.00%</u>	<u>\$0</u>	<u>0.00%</u>
7 False Alarm & False Call				
730 System malfunction, Other	1	5.00%	\$0	0.00%
	<u>1</u>	<u>5.00%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 20

Total Est Loss:

\$260,000

AGENDA ITEM: G
DATE: May 11, 2016

TO: Michael La Pier, Executive Director; Monterey Peninsula Airport District
FROM: Brenda J. Smith, Staff Accountant
SUBJ: Financial Summary for March & Fiscal Year 2016

BACKGROUND. The Financial Summary for March 2016 (the ninth 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 March, operating revenue was above plan by \$330 (0%). Commercial aeronautical fees, terminal concessions, parking, GA landing fees, light GA rents, fuel flowage and non-aviation rents were above plan.

Taxi operator permits & trip fees, rental cars, and fuel flowage were below plan.

There were sixteen (16) cancelled commercial flights in March. However this did not have a negative impact on parking revenue as parking revenues were on plan.

Fiscal year-to-date operating revenue was \$63,281 (or 1%) above plan at March 31, 2016.

OPERATING REVENUE							
MARCH 2016 ACTUAL	MARCH 2016 PLAN	VARIANCE		FYTD 2016 ACTUAL	FYTD 2016 PLAN	VARIANCE	
		\$	%			\$	%
\$ 688,234	\$ 687,904	\$ 330	0%	\$ 6,362,980	\$ 6,299,699	\$ 63,281	1%

In March, operating expense was below plan by \$16,945 (-3%); phasing is one cause (planned expenses have been purposely postponed); however, management has constrained spending, where possible, in all areas. FYTD operating expense was below plan by -6% or \$377,102; some of this positive variance will erode as the fiscal year progresses.

OPERATING EXPENSE							
MARCH 2016 ACTUAL	MARCH 2016 PLAN	VARIANCE		FYTD 2016 ACTUAL	FYTD 2016 PLAN	VARIANCE	
		\$	%			\$	%
\$ 618,527	\$ 635,472	\$ 16,945	-3%	\$ 5,674,893	\$ 6,051,995	\$ 377,102	-6%

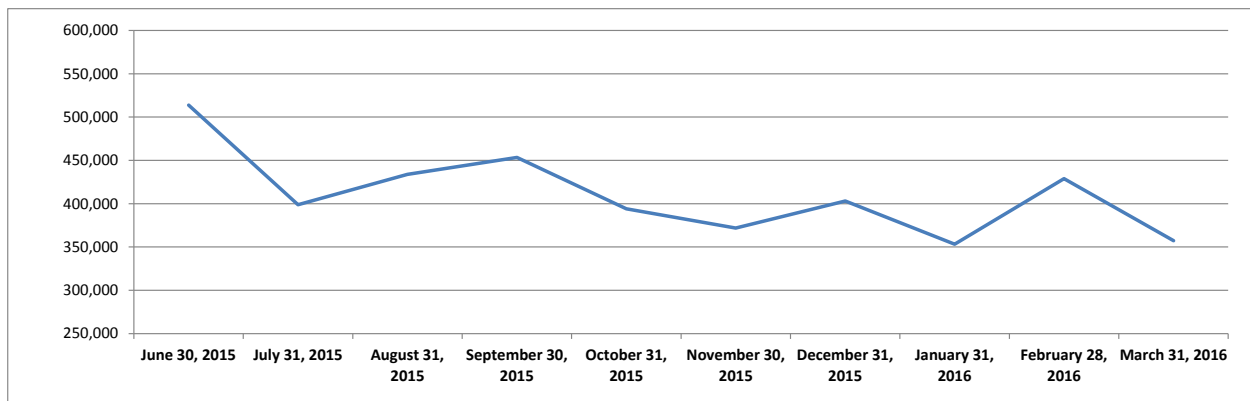
Net income for March was 33% or \$17,275 above plan; FYTD net income was \$440,383 (178%) above plan; both due to operating expense being below plan, above plan FYTD operating revenue also contributed.

OPERATING INCOME / (LOSS)							
MARCH 2016 ACTUAL	MARCH 2016 PLAN	VARIANCE		FYTD 2016 ACTUAL	FYTD 2016 PLAN	VARIANCE	
		\$	%			\$	%
\$ 69,707	\$ 52,432	\$ 17,275	33%	\$ 688,087	\$ 247,704	\$ 440,383	178%

ACCOUNTS RECEIVABLE. The accounts receivable balance on March 31, 2016, was \$357,256. This balance is lower than the balance of \$428,957 on February 29, 2016.

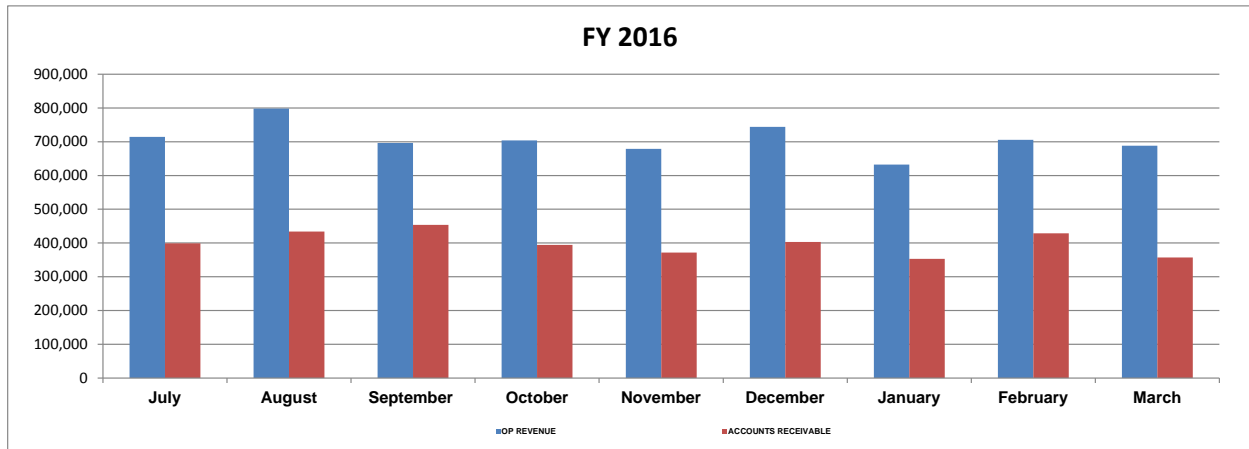
Of the accounts receivable balance, \$10,048 or 2.8% was over 60 days old. Chart 1 depicts the accounts receivable balances by month.

Chart 1



Under normal circumstances, the balance of accounts receivable at month-end will align with the dynamic (variable) operating revenue 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 cycle. We have a cyclic high in August; a cyclic low in January. Chart 2 graphically presents the monthly comparison of operating revenues to accounts receivable.

Chart 2



INVESTMENTS. The investments balance on February 29, 2016 was \$3,263,513; the investments balance on March 31, 2016 was \$3,267,107.

Chart 3 graphically presents the monthly balances of investments.

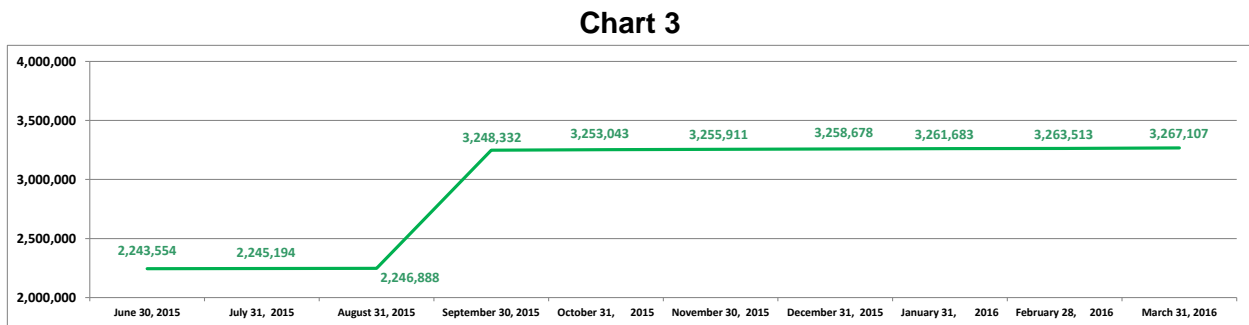
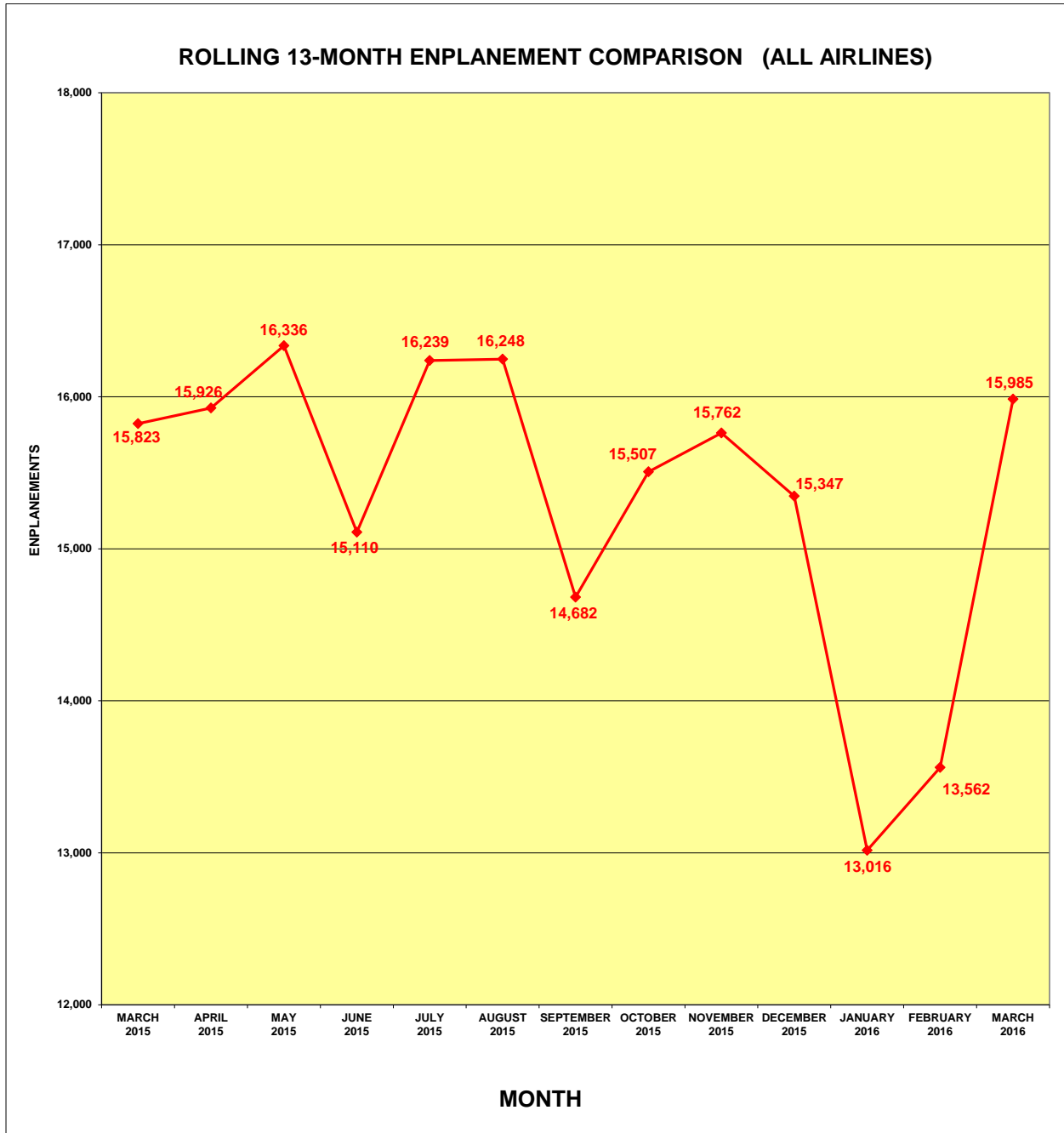
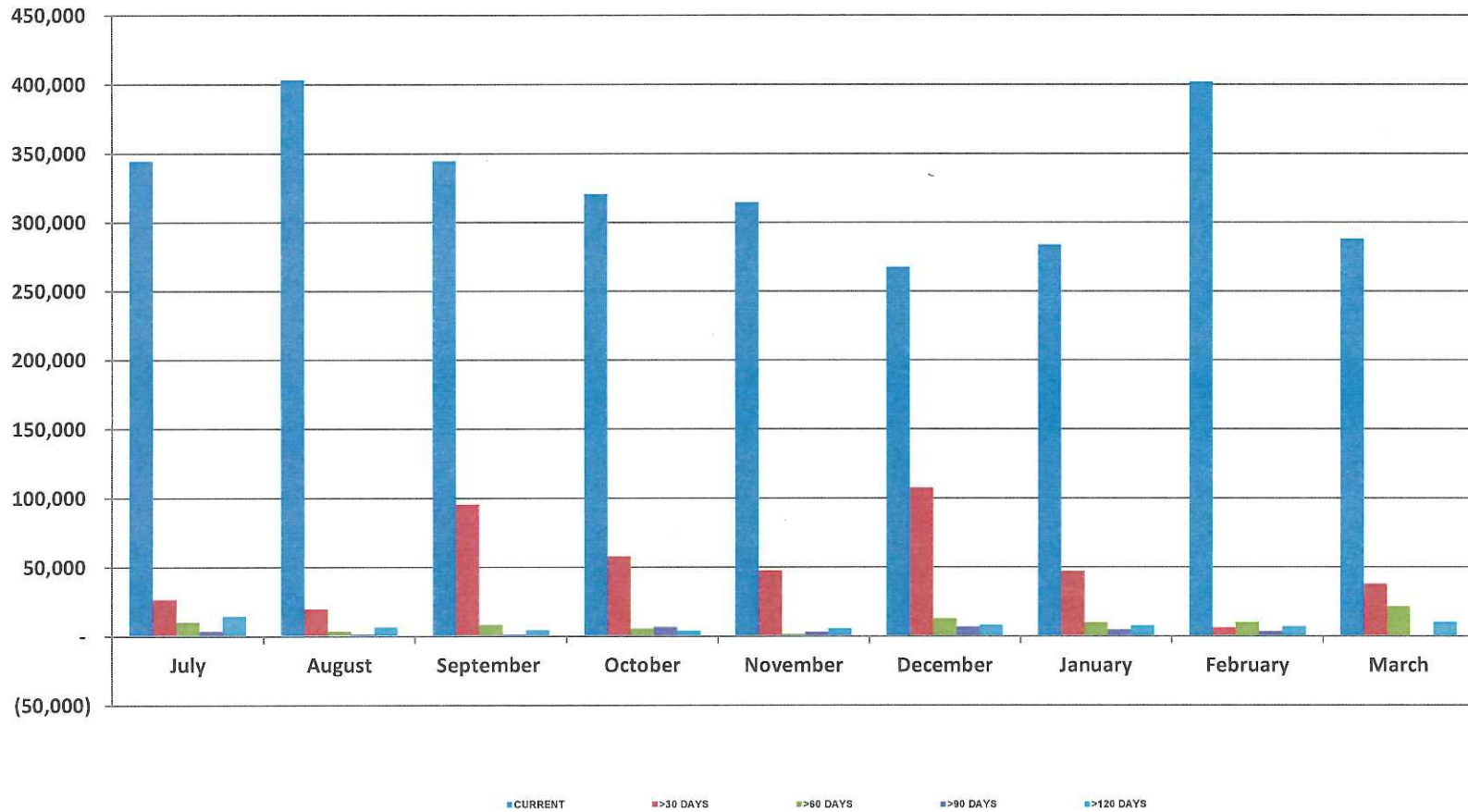


Chart 4 presents a rolling 13-month display of total enplanements which mimics the business cycle of the District. When compared to February 2016, March 2016 enplanements increased 17.9%. When compared to March 2015, March 2016 enplanements increased 1.0%.

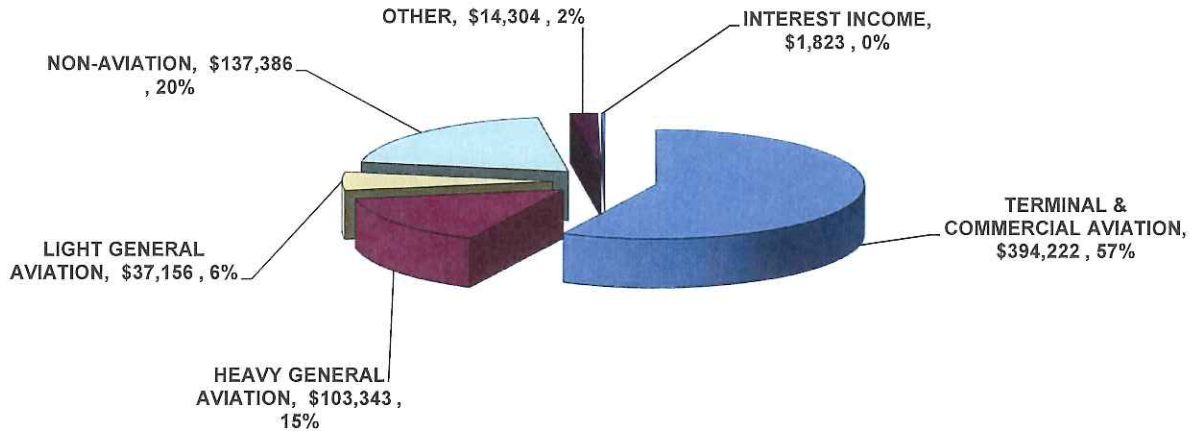
Chart 4



FY 2016 -- A/R AGING

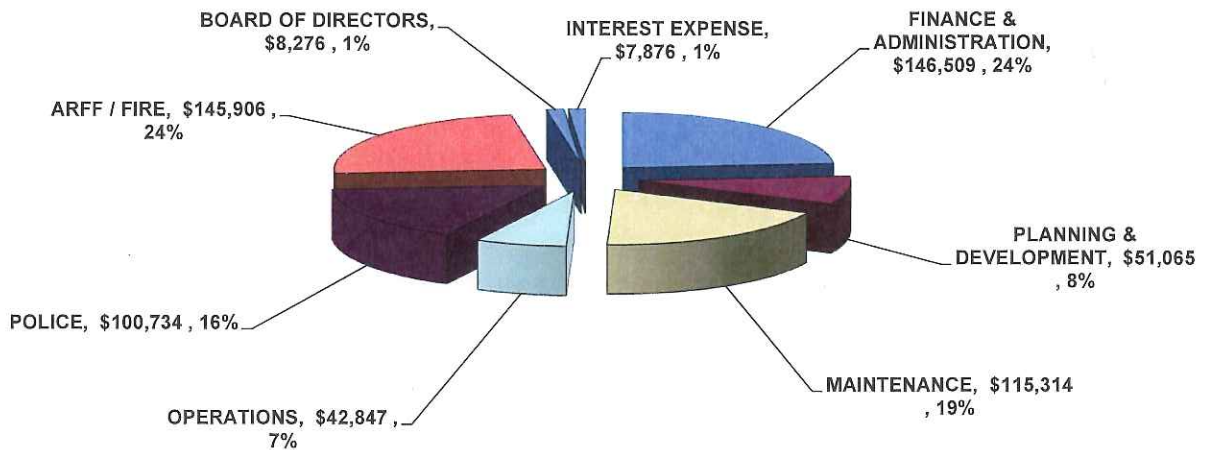


MARCH 2016 OPERATING REVENUE



TOTAL OPERATING REVENUE: \$688,234

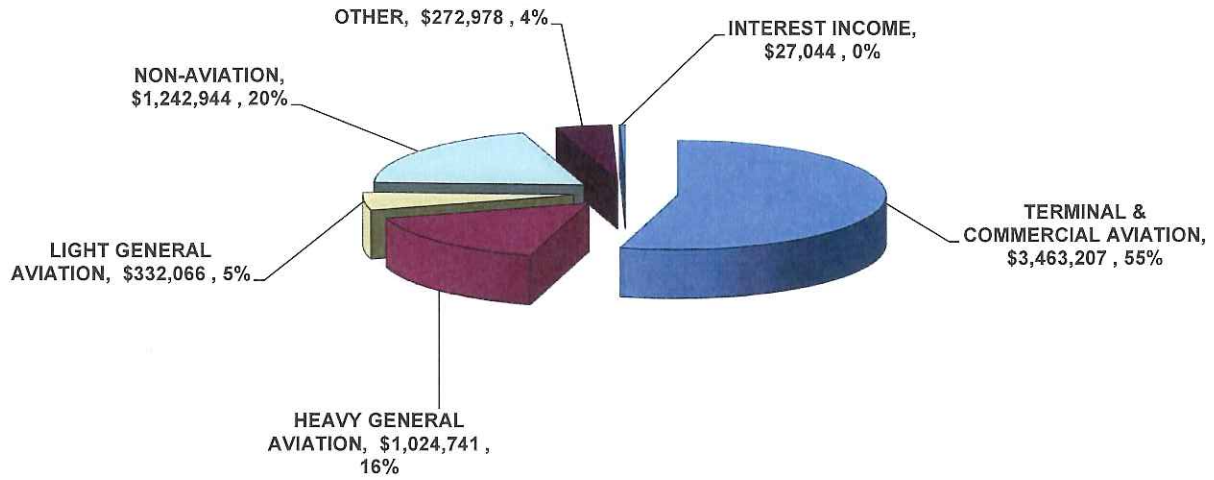
MARCH 2016 OPERATING EXPENSE



TOTAL OPERATING EXPENSE: \$618,527

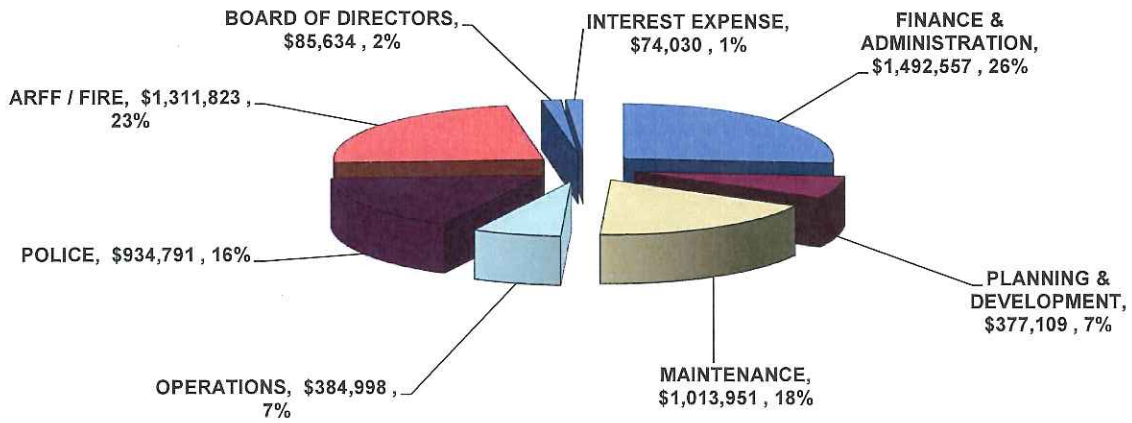
Monterey Peninsula Airport District

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



TOTAL OPERATING REVENUE: \$6,362,980

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



TOTAL OPERATING EXPENSE: \$5,674,893

AIRPORT DISTRICT OPERATING AND FINANCIAL PERFORMANCE SUMMARY

March 31, 2016

OPERATING STATISTICS	MARCH 16			MARCH 15			YTD FY 16			YTD FY 15		
AIRPORT ACTIVITY												
Air Carrier Landings ¹		332	329	1%	329		2,896	2,851	2%	3,465		
Passengers (emp/dep)		32,047			31,330		271,934			270,569		
Total Cargo (in pounds)		109,726			75,694		810,796			779,683		
AIRCRAFT OPERATIONS												
Commercial		1,157			1,014		10,865			10,446		
General Aviation		4,446			3,509		39,230			28,626		
Military		487			278		3,324			2,079		
TOTAL AIRCRAFT OPERATIONS		6,090			4,801		53,419			41,151		
VEHICLE EXIT COUNT												
Upper Short Term (1) Lot		2,326			2,238		19,078			18,979		
Long Term (2) Lot		2,374			2,325		18,639			19,128		
Lower Short Term (3) Lot		6,636			6,312		57,517			56,712		
TOTAL VEHICLE EXIT COUNT		11,336			10,875		95,234			94,819		

¹Cancelled Flights: March = 16 (2 - Alaska / 0 - Allegiant / 1 - American / 13 - United); FYTD = 201 (14 - Alaska / 0 - Allegiant / 48 - American / 139 - United)

FINANCIAL INFORMATION	MARCH 16			MARCH 15			YTD FY 16			YTD FY 15		
	ACTUAL	BUDGET	%	ACTUAL	ACTUAL	BUDGET	%	ACTUAL	ACTUAL	BUDGET	%	ACTUAL
OPERATING REVENUE												
TERMINAL												
CA Landing, Apron & RON Fees	62,601	58,535	7%	58,725	522,876	543,026	-4%	517,358				
Rents	141,367	141,436	0%	140,393	1,271,439	1,267,691	0%	1,275,345				
TCP Operator Permits	733	750	-2%	650	6,560	6,910	-5%	7,010				
Taxi Operator Permits & Trip Fees	10,447	14,722	-29%	14,965	106,973	117,947	-9%	121,068				
TNC Permits & Trip Fees	-	-	100%	-	18,103	-	100%	-				
Concessions	20,515	19,253	7%	19,254	146,859	117,252	25%	117,360				
Rental Car	81,537	84,702	-4%	82,403	806,209	806,076	0%	803,854				
Parking	77,021	76,651	0%	76,651	584,188	615,364	-5%	607,200				
HEAVY GENERAL AVIATION												
GA Landing Fees	25,280	21,358	18%	21,310	274,804	240,879	14%	240,568				
FBO Rent	56,252	56,251	0%	54,925	506,268	506,259	0%	494,325				
Fuel Fees	21,811	22,637	-4%	19,593	243,669	271,953	-10%	236,655				
LIGHT GENERAL AVIATION	37,156	36,713	1%	35,901	332,066	331,317	0%	325,284				
NON AVIATION	137,386	136,926	0%	133,771	1,242,944	1,206,156	3%	1,223,713				
OTHER OPERATING REVENUE	14,304	14,910	-4%	14,380	272,978	241,334	13%	236,315				
INTEREST INCOME	1,823	3,060	-40%	3,208	27,044	27,535	-2%	28,481				
TOTAL OPERATING REVENUE	\$ 688,234	\$ 687,904	0%	\$ 676,129	\$ 6,362,980	\$ 6,299,699	1%	\$ 6,234,538				
OPERATING EXPENSE												
Finance & Administration	146,509	160,158	-9%	145,002	1,492,557	1,590,962	-6%	1,543,874				
Planning & Development	51,065	42,177	21%	36,245	377,109	402,301	-6%	278,690				
Maintenance & Custodial Services	115,314	106,922	8%	99,658	1,013,951	1,100,212	-8%	990,611				
Airport Operations	42,847	45,333	-5%	38,600	384,998	429,732	-10%	366,918				
Police Department	100,734	112,924	-11%	97,015	934,791	1,034,536	-10%	919,151				
ARFF /Fire Services	145,906	149,841	-3%	144,189	1,311,823	1,330,581	-1%	1,320,847				
Board of Directors	8,276	10,241	-19%	7,339	85,634	89,641	-4%	161,136				
Interest Expense	7,876	7,876	0%	8,906	74,030	74,030	0%	83,149				
TOTAL OPERATING EXPENSE	\$ 618,527	\$ 635,472	-3%	\$ 576,955	\$ 5,674,893	\$ 6,051,995	-6%	\$ 5,664,376				
OPERATING INCOME / (LOSS)	\$ 69,707	\$ 52,432	33%	\$ 99,174	\$ 688,087	\$ 247,704	178%	\$ 570,161				
DISTRICT CAPITAL EXPENDITURES	\$ 27,412	\$ -	0.0%	\$ -	\$ (858,287)	\$ 263,380	-425.9%	\$ 37,546				
DEBT SERVICE - PRINCIPAL ONLY	\$ 23,833			\$ 23,000	\$ 190,667			\$ 182,000				

MONTEREY PENINSULA AIRPORT DISTRICT

	FY 2016 MARCH 2016 ACTUAL	FY 2016 YEAR-TO-DATE ACTUAL
SOURCES AND USES OF CASH -- OPERATIONS		
SOURCES OF CASH		
CASH RECEIVED - OPERATING REVENUE	\$ 686,411	\$ 6,335,936
CASH RECEIVED - INTEREST INCOME	1,823	27,044
CASH RECEIVED	<u>\$ 688,234</u>	<u>\$ 6,362,980</u>
USES OF CASH -- OPERATIONS		
CASH DISBURSED - OPERATING EXPENSE ¹	\$ 610,468	\$ 5,599,216
CASH DISBURSED - DEBT SERVICE (BOND INTEREST EXPENSE) ²	7,876	74,030
CASH DISBURSED - DEBT SERVICE (PRINCIPAL REDUCTION) ²	23,833	214,500
CASH DISBURSED	<u>\$ 642,178</u>	<u>\$ 5,887,746</u>
CHANGE IN CASH POSITION FROM OPERATIONS & DEBT SERVICE	<u>\$ 46,056</u>	<u>\$ 475,234</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	\$ 27,412	\$ (858,287)
CASH DISBURSED	<u>\$ 27,412</u>	<u>\$ (858,287)</u>
CHANGE IN CASH POSITION FROM CAPITAL PROGRAM	<u>\$ (27,412)</u>	<u>\$ 858,287</u>
 ³ District-funded capital plan for FY16		
CHANGE IN CASH POSITION FROM OPERATIONS, CAPITAL & DEBT SERVICE	<u>\$ 18,645</u>	<u>\$ 1,333,521</u>

Monterey Peninsula Airport District
Airport Capital Improvements / Capital Expenditures
March 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	27,411.58	33.6%	0.00	0.0%	(858,287.16)	-5.8%	0.00	0.0%
AIP -- FAA Funded Expenditures	53,362.00	65.5%	4,235,572.00	98.4%	14,676,123.00	99.4%	19,176,393.00	97.3%
AIP -- PFC Funded Expenditures	689.16	0.8%	67,848.34	1.6%	950,410.90	6.4%	539,501.42	2.7%
Total Capital Improvement Expenditures	81,462.74	100%	4,303,420.34	100%	14,768,246.74	100%	19,715,894.42	100%

**

Capital Acquisitions / Expenditures By Department

Finance & Administration	0.00				0.00			
Planning & Development	0.00				0.00			
Maintenance & Custodial Services	0.00				0.00	#DIV/0!		
Airport Operations	0.00				0.00			
Police	0.00				0.00		37,546.21	100%
ARFF / Fire	0.00				0.00			
Total Capital Acquisition Expenditures	0.00	0%	0.00	0%	0.00	#DIV/0!	37,546.21	100%

Consolidated

District Expenditures	27,411.58	33.6%	0.00	0.0%	(858,287.16)	-5.8%	37,546.21	0.2%
AIP -- FAA Funded Expenditures	53,362.00	65.5%	4,235,572.00	98.4%	14,676,123.00	99.4%	19,176,393.00	97.1%
AIP -- PFC Funded Expenditures	689.16	0.8%	67,848.34	1.6%	950,410.90	6.4%	539,501.42	2.7%
Total Capital Expenditures	81,462.74	100%	4,303,420.34	100%	14,768,246.74	100%	19,753,440.63	100%

FY 2016 District Capital Expenses:

2012-01 RSA - Construction - Phase 1	0.00				(964,992.44)		
2013-02 Airport Master Plan	4,955.00				86,155.98		
2015-03 Infield Safety Area Rehab - A	4,148.00				2,240.72		
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
	<u>9,103.00</u>				<u>(810,001.91)</u>		

AGENDA ITEM: G
DATE: May 11, 2016

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

Attached is the current monthly Project Report for the Planning and Development Department. Highlights for April 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).
- Work directed toward the Airport Master Plan (AMP), including:
 - Discussions continue with the FAA regarding scope of work for the EA.
 - Evaluation of RFQ for Planning and Environmental Services to perform an Environmental Assessment of a Proposed Safety Enhancement Project.
- Work directed toward the Infields Rehabilitation Project, including:
 - Preparation of the draft Environmental Assessment for the project.
- Work directed toward Bldgs 505 & 506, including:
 - Sought quotes for remediation efforts.
- Received proposal responses through a RFQ for Consulting Services for the Preparation, Assessment, and Implementation of a Solar Photovoltaic (PV) Electric Generating System.
- Advertised for Request for Proposals to acquire Airfield Sweeper, bids will be received on May 5, 2016.

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	4/30/2016	% 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	\$18,628,252	\$50,602,126	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	\$315,922	\$1,158,263	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	\$77,906	\$77,906	10%	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	95%	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.

AGENDA ITEM: H-2

DATE: May 11, 2016

DATE: May 4, 2016

TO: Michael La Pier, Executive Director

FROM: Ken Griggs, Airport Operations Manager,

SUBJ: Resolution No. 1660 a Resolution Authorizing the Executive Director to Enter into a One-Year Contract Extension with GateKeeper Systems, Inc. for Software Management Support of Automated Vehicle Identification Technology.

BACKGROUND. At the Regular Meeting on September 8, 2010 and the Special Meeting on September 29, 2010 that included a “Taxi Workshop”, Staff presented a comparison of seven forms of taxi systems and provided analysis of each systems’ benefits or disadvantages. Direction to staff was to further explore taxi system Alternative #7, a “controlled” open-entry taxi management system with curbside management & Automated Vehicle Identification (AVI) technology.

At the Regular Meeting on March 9, 2011, Staff presented an in-depth cost analysis of taxi management system alternative #7 and addressed the functionality of AVI technology. On October 25, 2011, your Board approved Resolution 1559 to enter into a three-year contract with GateKeeper Systems, Inc. for start-up capital costs equaling \$57,600 and operating costs of \$26,100 per year.

Over the course of the initial contract terms, GateKeeper provided three handheld readers (purchased through a RFID hardware supplier specializing in AVI technology) and provided staff software management support to inventory ground transportation vehicles, vehicle activity tracking, staff training and generate accounts payable reports for the collection of trip surcharges.

Near the conclusion of this contract, Staff and GateKeeper were working diligently on how to enhance the current functionality of AVI technology. As the initial contract terms have expired, Staff is proposing to enter into a one-year contract extension with GateKeeper in the amount of \$26,940, to continue software technology support and allow additional time for us to carefully explore the best viable option to replace current technology, which is becoming obsolete. The terms of the contract are attached.

SOURCE OF FUNDS. Programmed in the proposed 2017 Fiscal Year Operating Budget.

IMPACT ON REVENUES. None.

SCHEDULE. The terms of the contract mirror the District’s fiscal calendar year cycle.

IMPACT ON OPERATIONS. None.

RECOMMENDATION. To authorize Staff and GateKeeper to continue current automated ground transportation AVI management support while researching improvements to the current system. Approving Resolution 1660, a Resolution Authorizing the Executive Director to enter into a one-year contract extension with GateKeeper Systems, Inc. for Automated Vehicle Identification Technology support.

SYSTEM MAINTENANCE AGREEMENT

General Description

Under this agreement, GateKeeper Systems, Inc will maintain in good working order the Ground Transportation Management System computer software licensed to the Monterey Regional Airport (the "Airport"), and known as the GateKeeper Systems Commercial Vehicle Management (CVM) software along with certain other 3rd party software applications installed as components of the AVI system (Covered Software). This software is currently used in the operation of the system at the Airport. Specific terms and conditions of the agreement are stated below.

Covered Component List

- GateKeeper Commercial Vehicle Software, including all modules
- Handheld RFID Reader Software
- Servers Alive server monitoring software
- Omni Audit database tracking software

System Support Services

GateKeeper Systems, Inc will provide support to Airport personnel as necessary to eliminate or correct system malfunctions and return the system to normal operation. The categories of system support to be provided under this contract include:

- Response to System Problems. GateKeeper Systems will provide on-line telephone support to Airport personnel as needed each month for the period of the contract to remotely diagnose and make required changes to the CVM software as well as other system components. Components include server and server software, GateKeeper Software, TransCore E-1d handheld RFID reader and tags. Support will be provided by qualified GSI personnel familiar with the Commercial Vehicle Management system and software version installed at the Airport site. GateKeeper Systems is not providing any additional warranty to the Handheld Readers or RFID tags beyond the TransCore warranty coverage
- System Monitoring. GateKeeper Systems will conduct weekly remote checks of the system components including the database, database server, application server, web server and GateKeeper CVM Software. These checks will be done to verify that the system is operating normally and to identify any maintenance tasks that need to be completed. GateKeeper Systems will contact the appropriate Airport staff to coordinate the completion of any required items.
- System Updates/Upgrades
 - CVM Software Updates- The version of the GateKeeper Software deployed for the system will be upgraded as needed to keep the software version current. The actual schedule of upgrades will be coordinated with the Airport to avoid interruptions in service or other issues that may be relevant in the timing of an upgrade.
 - Operating System and Database Updates. This agreement also includes upgrades to the server Operating System and relational database as necessary to be using

supported versions of the software by the manufacturer and to install all service packs and critical updates.

From time to time the Airport may identify, through phone consultations or by other means, the need to modify or change the software to eliminate the future occurrence of a problem or to change the method of operation. GateKeeper Systems, Inc will provide a written estimate or quote for making the desired changes for approval outside of this agreement on a time and materials basis at the discounted hourly rate of \$ 175.00

Period of Coverage

Telephone support is available 24 hours per day and 7 days per week for the period July 1, 2016 through June 30th 2017.

First Responder Designation

The Airport, or its designated 3rd party curbside management agent, will be the “first responder” to all system events, problems, issues, etc. In this role the Airport will monitor system operation and be responsible for diagnosing the nature of the problem and contacting GateKeeper Systems to respond and take all necessary steps to return the system to normal operating condition.

Software Support Request Procedure

The Airport shall identify in writing at the initiation of the contract, personnel authorized to request software assistance. When assistance is required, the responsible individual should call GateKeeper Systems as follows:

GKS EMERGENCY SUPPORT: 1-(866) 209-3404

This number should be used only for support issues that need immediate resolution. This number is answered 24 hours per day, 365 days per year. If the support specialist answering the phone cannot address the problem, the operator will record information about the request or problem and immediately contact the best available GSI specialist to respond.

GKS NON-Emergency Support: 1-(651) 365-0700

This number should be used during normal business hours for issues or questions that do not need immediate resolution to maintain system operation.

Response Time

GateKeeper Systems, Inc provides customers covered under an annual maintenance agreement with priority support response times. GateKeeper Systems, Inc. will respond immediately during normal working hours (8:00 am to 5:00 p.m. Monday through Friday, local Minneapolis time) at all other times (nights, weekends, holidays, etc) a response will be made within 1.5 hours by a qualified software specialist.

Owner Responsibilities

Airport personnel making a request for assistance should be prepared to provide detailed information regarding the problem experienced, actions already taken to remedy the problem and current operating condition of the software and entire system.

Exclusions

- Formal training of Airport personnel on the operation of the system other than responding to specific questions.

Price and Payment Terms

In consideration for the software maintenance services to be provided under this agreement Monterey Regional Airport shall pay to GateKeeper Systems, Inc, \$ \$26,940 per year. Payments are to be made in the amount of \$2,245.00 per month, in advance.

Date of Execution: May 11th 2016

Accepted by GateKeeper Systems, Inc.:

Monterey Peninsula Airport District:

Lynn Richardson
President

Date

Mary Ann Leffel
Chair, Board of Directors

Date

ATTEST:

Michael La Pier
Executive Director

Date

APPROVED AS TO FORM:

Scott E. Huber
District Counsel

Date

RESOLUTION NO. 1660

**A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO
ENTER INTO A ONE-YEAR CONTRACT EXTENSION WITH GATEKEEPER SYSTEMS, INC.
FOR SOFTWARE MANAGEMENT SUPPORT OF
AUTOMATED VEHICLE IDENTIFICATION TECHNOLOGY**

WHEREAS, the Monterey Peninsula Airport District (MPAD) became a member of the Regional Taxi Authority on May 12, 2010 with the passing of Resolution No.1519,

WHEREAS, Addendum 1 of the Monterey County Regional Taxi Authority Joint Powers Agreement allowed the airport the opportunity to research airport industry taxi open-entry management systems,

WHEREAS, staff recommended a controlled, open entry taxi management system that assigns an offsite software management company to manage vehicle tracking and accounts receivable reports and the capital acquisition of handheld Automated Vehicle Identification (AVI) technology to be operated by the commercial ground transportation management company,

WHEREAS, Resolution 1559 approved the District to enter into a three-year contract agreement with GateKeeper System, Inc,

WHEREAS, a one-year contract extension is desirable for both parties to examine a comprehensive long-term plan to upgrade or replace current AVI technology,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: That MPAD enter into a one-year contract extension with GateKeeper Systems, Inc. in the amount of \$26,940 beginning July 1st, 2016 for operating system support costs; and that the Chairman is authorized and directed to execute same on behalf of the District.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 11th day of May 2016, by the following roll call vote:

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

Signed this 11th day of May 2016

Mary Ann Leffel, Chair

A T T E S T

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

AGENDA ITEM: H-5
DATE: May 11, 2016

TO: Board of Directors
FROM: Michael La Pier, Executive Director
SUBJ: Regional Government Services Authority Agreement for Management and Administrative Services

BACKGROUND. At present, the Monterey Peninsula Airport District is operating with an employee count of thirty-three. Based on these staffing levels, I have recognized the need and importance of obtaining human resources support and have researched and evaluated various opportunities in order to fulfill that need. I have found that it would be most efficient to contract part-time human resources services, specifically through Regional Government Services Authority.

Regional Government Services (RGS) is a governmental, joint powers authority, formed in 2001, who exclusively serves public sector agencies. RGS will serve as a contractor for management and administrative services to provide human resources support for the District on a part-time, continuous basis and will provide office hours one day per week on site at the airport. I have attached an informational brochure to this report to inform you of the services RGS offers.

DISCUSSION. An Agreement for Management and Administrative Services (“Agreement”) has been prepared by RGS and provided to the Executive Director for review. This Agreement has also been provided to District Legal Counsel for review and comment.

If approved, the start date for the services to be provided by RGS is on or about May 12, 2016, and the Agreement is anticipated to remain in force through December 31, 2017, as stated in Exhibit A. After which, these services may continue on a month-to-month basis. RGS will assign RGS employees to serve as the Human Resources Advisor(s) to the District and will provide support by performing an overall assessment of the District’s human resources management practices, policies and systems and by providing ongoing weekly Human Resources Management services. Details of these functions being performed by RGS are included in Exhibit B - Scope of Services.

The Board will consider approval of the attached Agreement for Management and Administrative Services with Regional Government Services Authority.

BUDGET EFFECT. The fiscal impact of this agreement is an increase in annual operating expense of \$45,000. This amount has been included into the FY 2016 and FY 2017 budget.

RECOMMENDATION. The District Board of Directors should approve the Agreement for Management and Administrative Services with Regional Government Services Authority.

ATTACHMENT. Regional Government Services Authority Agreement for Management and Administrative Services



PARTNER WITH RGS!
 Contact us today to learn more about our services and partnership opportunities at 844.587.7300



Our mission is to provide quality, innovative, cost-effective services exclusively to public agencies.



STRATEGIC PLANNING SERVICES

Strategic Plans help agencies prioritize their efforts, allocating both fiscal and human resources to achieve their mission, vision and goals. We know that cities and counties want to create vibrant communities with a high quality of life and to establish an economic base that supports local jobs and revenue generation. Special Districts have unique challenges in delivering consistent, safe, high quality services in a cost-effective manner that serves ratepayers. A Strategic Plan can build on those efforts and position agencies for future success; enabling all departments to have a clear understanding of their role in addressing short term challenges and long term needs. We offer a complete range of planning options from those with community-wide involvement to more scaled down options for elected and/or appointed officials and staff. Our programs can also be adapted to include implementation plans for individual departments.

Regional Government Services (RGS) is a Joint Powers Authority established in 2001 to serve the needs of cities, counties, special districts and other governmental entities throughout California. We work exclusively with public agencies, providing a ready source of staffing and consulting services to meet the needs of our partner agencies in a broad range of service areas.

RGS offers short and long term staffing solutions in human resources, communications, planning, finance, payroll administration and employee benefits administration as well as project management and interim management and contract services at all levels. We also offer a complete suite of training services for employees and management teams including team building retreats and strategic planning sessions.

Our team of Senior Advisors, supported by over 125 team members, has worked with more than 150 agencies throughout the state from small municipalities to larger Metropolitan Planning Organizations. We don't have clients; we have partners who benefit from our low-cost delivery model and open source access to tools created to improve internal efficiencies and the delivery of services to the public.

We are evolving as our partners' needs are growing, offering new services and solutions to agencies facing decreasing revenues and increasing demands. We exist for one purpose: to help our partners succeed.

CURRENT MEMBER AGENCIES

- City of Dublin
- City of Larkspur
- City of Walnut Creek
- Town of Yountville

BOARD OF DIRECTORS

- Christopher Foss
City Manager
- Dan Schwarz
City Manager
- Ken Nordhoff
City Manager
- Steve Rogers
Town Manager
- Michael P. Garvey
Former City Manager
(Exec. Comm. Only)

MANAGEMENT TEAM

Richard Averett
 Executive Director/CFO
 831.308.1508
 raverett@rgs.ca.gov

Jennifer Bower
 Director of Administrative Services
 650.587.7316
 jbower@rgs.ca.gov

Kendall Flint
 Director of Communications
 and Strategic Planning
 650.587.7310
 kflint@rgs.ca.gov

Mark Moses
 Director of Finance
 650.587.7300 x47
 mmoses@rgs.ca.gov

Sophia Selivanoff
 Director of Human Resources
 650.587.7315
 sselivanoff@rgs.ca.gov

HUMAN RESOURCES SERVICES

RGS provides complete human resource management services to partner agencies, delivering director-level strategic and policy planning, as well as daily analyst-level employment, employee relations, and project services. Our HR partnerships begin with a complete assessment of current operations, identifying critical HR compliance issues and organizational priorities followed by ongoing services that include the development and implementation of an array of administrative systems and staff development to achieve compliance and meet organizational goals.



EMPLOYEE BENEFITS ADMINISTRATION

The RGS Human Resource Team has established and maintained full benefit programs for public agencies and can assist our partners in evaluating employee benefits, including pay-as-you-go alternatives to OPEB liabilities. We have created and/or pooled our resources with other agencies to help control costs and provide greater employee value for Medical, Dental, and 401(a) and 457(b) plans.



PROJECT AND AGENCY MANAGEMENT & STAFFING

RGS provides both short- and long-term contract staffing solutions at all levels. Our team provides skilled, experienced personnel to manage and or serve as Senior Staff/Managers in:

- Information Technology
- Human Resources
- Finance
- Risk Management
- Communications
- Planning & Environmental Review
- Special Projects



TRAINING AND TEAM BUILDING PROGRAMS

RGS is a resource for staff development, specializing in supervisory and management skill-building academies and team building retreats. All academies and retreats include a coaching service to assist participants in applying new skills following the conclusion of the sessions. Programs include:

- First-line Supervisor Training Academy
- Manager Training Academy
- Board/Council Retreats and Team Building
- Employee Team Building



PUBLIC ENGAGEMENT AND COMMUNICATIONS SERVICES

RGS offers comprehensive communications services to municipal agencies. Our team has developed and implemented a broad range of communications efforts for cities, counties, special districts and regional planning agencies throughout California. Our areas of expertise include:



- Communications Plan Development & Implementation
- On-Call and Contract Staff Public Information Services
- Media Relations
- Government Relations
- Crisis Communications
- Meeting Facilitation
- Graphic Services
- Audio Visual Production

We specialize in reaching out to underserved populations and managing controversial projects. Let us help you with your next campaign!

PLANNING AND ENVIRONMENTAL REVIEW SERVICES

The RGS Planning Team offers a wide range of land use planning and regulatory services, including contract staffing to support public agencies in managing fluctuating workloads; preparing and processing General Plan elements, updates and amendments; Local Coastal Programs and Plans; Specific Plans, municipal code revisions to improve zoning and subdivision regulations; and the processing of commercial, industrial, residential, and mixed-use



urban development projects through a variety of regulatory agencies and procedures. Our experience encompasses the preparation of complex reports and studies on such issues as growth management, coastal development, design review, and development policy evaluation. We can also assist agencies with the preparation of CEQA documents and related technical studies, plan checking for regulatory compliance and mitigation monitoring.

MUNICIPAL FINANCE

RGS provides executive-level financial experience for long-range planning to meet the needs of the jurisdiction and provides technical expertise, as well. Partnering with RGS for overall financial management services provides agencies with access to the sound strategic guidance and leadership needed in this critical area, along with experienced accounting staff to perform daily operations – all without incurring the on-going costs required for additional in-house finance personnel.





REGIONAL
GOVERNMENT
SERVICES

SERVING PUBLIC AGENCIES SINCE 2002

HUMAN RESOURCES SERVICES

SOPHIA SELIVANOFF
SSELIVANOFF@RGS.CA.GOV
650.587.7315



Regional Government Services provides comprehensive human resource management support to local government agencies. The RGS team has developed and implemented a broad range of HR programs, projects, and services for cities, counties, special districts, and JPAs throughout California. The RGS team has extensive experience in all aspects of public employment, including development and implementation of legally-compliant and effective administrative policies, selection and staffing, performance management and competency development, culture and values alignment, and employee and labor relations. We specialize in providing professional HR support for small to mid-sized agencies, serving as the HR management team or supplementing the agency's HR resources.

Our areas of expertise include:

- **Ongoing Human Resource Management Services**
- **HR Systems Analysis, HR Performance Audits, and HR Needs Assessment**
- **Compliant Administrative Policy Development and Implementation**
- **Performance Management Systems and Supervisory Coaching**
- **Leadership Skills Training for Supervisory and Management Staff**
- **Qualifications-based Recruitment and Selection Processes**
- **Classification and Compensation Structure Design and Analysis**
- **Employee Communications and Benefit Education**
- **Labor Relations Process and Documentation Management**

Preamble: The agreement for services described below is also an agreement to engage in a relationship between organizations – agency partners. In order to establish a mutually respectful relationship as well as a productive one, RGS has adopted the following values and business methods.

Our Values

- **Expert Services:** RGS serves exclusively public sector agencies with its team of public-sector experts.
- **Innovation:** RGS encourages and develops innovative and sustainable services to help each agency meet its challenges through new modes of service provision.
- **Customer Driven:** RGS customizes solutions to achieve the right level and right kind of service at the right time for each agency's unique organizational needs.
- **Perseverance:** Sometimes the best solutions are not immediately apparent. RGS listens, works with you, and sticks with it until a good fit with your needs is found.
- **Open Source Sharing:** RGS tracks emerging best practices and shares them, learning openly from each other's hard won experience.
- **Commitment:** Government agencies are the public's only choice for many services. Public trust is earned and must be used wisely. And RGS will do its part. Each agency should and will know how RGS sets its rates. RGS' pledge to you is that we will act with honesty, openness, and full transparency.

How RGS Does Business

When you work with RGS you can expect:

- RGS will strive to be explicit up front and put our understandings in writing. Before making assumptions, we hope to talk directly to prevent any misunderstandings.
- Ongoing interaction throughout our relationship to ensure that your needs are being met, and that projects progress appropriately and agreed-upon timelines are met.
- RGS is committed to honest interaction.
- When RGS employees are on your site, we expect them to treat people respectfully and be treated respectfully. If problems arise, we want to communicate early, accurately, and thoroughly to ensure that we find mutually acceptable solutions.
- As a public agency, partnering is valued. We look out for each agency's interests consistent with maintaining the public trust.
- To keep expectations realistic, it is important to understand that RGS is a governmental, joint powers authority evolving to meet changing local government needs. RGS has carefully constructed policies and procedures to allow maximum flexibility to meet your needs.

Agreement for Management and Administrative Services

This Agreement for Management Services (“Agreement”) is made and entered into as of the 11th day of May 2016, by and between the Monterey Regional Airport, a municipal agency (“Agency”), and **Regional Government Services Authority** (RGS), a joint powers authority, (each individually a “Party” and, collectively, the “Parties”). This Agreement shall serve as a **Master Agreement** for services currently provided (Human Resources) to Agency as well as for other services that may be provided in the future.

RECITALS

THIS AGREEMENT is entered into with reference to the following facts and circumstances:

- A. That Agency desires to engage RGS to render certain services to it;
- B. That RGS is a management and administrative services provider and is qualified to provide such services to the Agency; and
- C. That the Agency has elected to engage the services of RGS upon the terms and conditions as hereinafter set forth.

TERMS AND CONDITIONS

Section 1. Services. The services to be performed by RGS under this Agreement shall include those services set forth in the attached **Exhibits**, which are incorporated by this reference incorporated herein and made a part hereof as though it were fully set forth herein.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in the **Exhibits**.

1.1 Standard of Performance. RGS shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which RGS is engaged in the geographical area in which RGS practices its profession. RGS shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in RGS’s profession.

1.2 Assignment of Personnel. In the event that Agency, at any time during the term of this Agreement, desires the reassignment of personnel, Agency shall make a request to RGS and RGS shall meet and confer in good faith to consider reassigning such person or persons. RGS shall assign only competent personnel to perform services pursuant to this Agreement.

1.3 Time. RGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in above and to satisfy RGS’s obligations hereunder in the Exhibits.

Section 2. Term of Agreement and Termination. Services shall commence on or about the date specified in the Exhibits and shall continue until the date anticipated in the Exhibits to terminate, at which time services may continue on a month-to-month basis until one party terminates the Agreement. This Agreement may be terminated by either Party, with

or without cause, upon 30 days written notice. Agency has the sole discretion to determine if the services performed by RGS are satisfactory to the Agency which determination shall be made in good faith. If the Agency determines that the services performed by RGS are not satisfactory, the Agency may terminate this Agreement by giving written notice to RGS. Upon receipt of notice of termination by either Party, RGS shall cease performing duties on behalf of Agency on the termination date specified and the compensation payable to RGS shall include only the period for which services have been performed by RGS.

Section 3. Compensation. Payment under this Agreement shall be as provided in the Exhibits.

Section 4. Effective Date. This Agreement shall become effective on the date first herein above written.

Section 5. Relationship of Parties.

5.1 It is understood that the relationship of RGS to the Agency is that of an independent contractor and all persons working for or under the direction of RGS are its agents or employees and not agents or employees of Agency. The Agency and RGS shall, at all times, treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the Agency. Agency shall have the right to control RGS only insofar as the results of RGS's services rendered pursuant to this Agreement and assignment of personnel pursuant to Section 1.

5.2 RGS shall provide services under this Agreement through one or more employees of RGS qualified to perform services contracted for by Agency. Key RGS staff who will coordinate services to the Agency are indicated in the Exhibits. The Executive Director will not reassign any of the staff indicated in the Exhibits without first consulting with the Agency. The Executive Director or assigned staff will consult with Agency on an as-needed basis to assure that the services to be performed are being provided in a professional manner and meet the objectives of Agency.

5.3 Agency shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as set forth in the Exhibits.

5.4 Agency shall not have any right to discharge any employee of RGS from employment.

5.5 RGS shall, at its sole expense, supply for its employees providing services to Agency pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including employment or other taxes; and provide Agency with proof of payment of taxes on demand.

Section 6. Insurance Requirements. Before beginning any work under this Agreement, RGS, at

its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by RGS and its agents, representatives, employees, and subcontractors.

6.1 Workers' Compensation. RGS shall, at its sole cost and expense, maintain statutory Workers' Compensation Insurance and Employer's Liability Insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident.

6.2 Commercial General and Automobile Liability Insurance.

6.2.1 General requirements. RGS, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. RGS shall additionally maintain commercial general liability in an amount not less than ONE MILLION DOLLARS (\$1,000,000) aggregated for bodily injury, personal injury, and property damage. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

6.2.2 Minimum scope of coverage. Coverage shall be at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); and (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 001, code 1 (any auto).

6.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. Agency and its officers, employees, agents, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of RGS including the insured's general supervision of RGS; products and completed operations; premises owned, occupied, or used by RGS; and automobiles owned, leased, or used by RGS. The coverage shall contain no special limitations on the scope of protection afforded to Agency or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the Agency and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the Agency shall be called upon to contribute to a loss under the coverage.

6.3 Professional Liability Insurance. RGS, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

6.3.1 Claims Made Policies. The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, RGS must provide extended reporting coverage for a minimum of 5 years after completion of the Agreement or the work. The Agency shall have the right to exercise, at RGS's sole cost and expense, any extended reporting provisions of the policy, if RGS cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the Agency prior to the commencement of any work under this Agreement.

6.4 All Policies Requirements.

6.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A: VII.

6.4.2 Verification of coverage. Prior to beginning any work under this Agreement, RGS shall furnish Agency with notifications of coverage and with original endorsements effecting coverage required herein. The notifications and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.4.3 Subcontractors. RGS shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6.4.4 Variation. The Agency may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the Agency's interests are otherwise fully protected.

6.4.5 Deductibles and Self-Insured Retentions. RGS shall disclose to Agency self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

6.4.6 Insurance Policies. The insurance policies shall be maintained throughout the term of this Agreement and proof of insurance shall be available for inspection by Agency upon request.

6.4.7 Notice of Cancellation or Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to Agency at RGS's earliest possible opportunity and in no case later than five days after RGS is notified of the change in coverage.

6.5 Remedies. In addition to any other remedies Agency may have if RGS fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Agency may, at its sole option exercise any of the following remedies, which are alternatives to other remedies Agency may have and are not the exclusive remedy for RGS's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b. Order RGS to stop work under this Agreement or withhold any payment that becomes due thereunder, or both stop work and withhold any payment, until RGS demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

Section 7. Legal Requirements.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 Reporting Requirements. If there is a statutory or other legal requirement for RGS to report information to another government entity, RGS shall be responsible for complying with such requirements.

7.4 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any subcontractors shall comply with all applicable rules and regulations to which Agency is bound by the terms of such fiscal assistance program.

7.5 Licenses and Permits. RGS represents and warrants to Agency that RGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions and that RGS is authorized by law to provide the services contemplated by this Agreement. RGS represents and warrants to Agency that RGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any

licenses, permits, and approvals that are legally required to practice their respective professions.

- 7.6 Nondiscrimination and Equal Opportunity.** RGS shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. RGS shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Section 8. Keeping and Status of Records.

- 8.1 Records Created as Part of RGS's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. RGS hereby agrees to deliver those documents to the Agency upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the Agency and are not necessarily suitable for any future or other use.
- 8.2 Confidential Information.** RGS shall hold any confidential information received from Agency in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to Agency. For purposes of this paragraph, confidential information is defined as all information disclosed to RGS which relates to Agency past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. Agency shall notify RGS what information and documents are confidential and thus subject to this section 8.2.
- 8.3 RGS's Books and Records.** RGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.
- 8.4 Inspection and Audit of Records.** Any records or documents that Section 8.3 of this Agreement requires RGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7,

if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three years after final payment under the Agreement.

Section 9. Non-assignment. This Agreement is not assignable either in whole or in part without the written consent of the other party.

Section 10. Amendments. This Agreement may be amended or modified only by written Agreement signed by both Parties.

Section 11. Validity. The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

Section 12. Governing Law/Attorneys' Fees. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in Alameda County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.

Section 13. Mediation. Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

Section 14. Employment Offers to Our Staff. Should the AGENCY desire to offer permanent or temporary employment to an RGS employee who is either currently providing RGS services to the AGENCY or has provided RGS services to the AGENCY within the previous six months, said AGENCY will be charged a fee equal to the full-time cost of the RGS employee for one month, using the most recent RGS bill rate for the RGS employee's services to the Agency. This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff.

Section 15. Entire Agreement. This Agreement, including the Exhibits, comprises the entire Agreement.

Section 16. Indemnity.

16.1 RGS's indemnity obligations. Neither party will assume undue risk for the other party. RGS will defend and indemnify Agency, and hold it harmless, from any claim, demand or liability that is related to, or results from the manner in which RGS has performed this Agreement. Thus, RGS's indemnity obligations will arise when any claim or demand is made against Agency which premises Agency's liability, in whole or in part, upon any of the following:

- a. the quality or character of the work of RGS's employees or subcontractors;
- b. the negligent acts or omissions of RGS or its officers, directors, employees,

- or agents; or
- c. the willful misconduct of RGS or its officers, directors, employees, or agents.

Further, RGS will defend and indemnify Agency, and hold it harmless, from any claim, demand or liability that is related to, or results from an assertion that as a result of providing services to Agency, an RGS employee or a person performing work pursuant to this Agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employee Retirement Systems. Notwithstanding the foregoing, however, RGS's obligation for any payments to such a claimant shall be limited to those payments which Agency may be required to pay.

16.2 Agency's indemnity obligations. Agency shall indemnify, defend and hold harmless RGS and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely by virtue of the position they hold with Agency, or solely because of a duty any of them performs while in that position.

It is the intent of the parties here to define indemnity obligations that are related to or arise out of Agency's actions as a governmental entity. Thus, Agency shall be required to indemnify and defend only under circumstances where a cause of action is stated against RGS, its employees or agents:

- a. which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement;
- b. when the allegations in such cause of action do not suggest the active fraud or other misconduct of RGS, its employees, or agents; or
- c. where an Agency employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

Section 17. Notices. All notices required by this Agreement shall be given to Agency and RGS in writing, by first class mail, postage prepaid, addressed as follows:

Agency: Monterey Regional Airport
200 Fred Kane Drive #200
Monterey, CA 93940

RGS: Regional Government Services Authority
P. O. Box 1350
Carmel Valley, CA 93924

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED: _____, 2016 **Agency**

By: _____

Mary Ann Leffel, Chair of the Board
Monterey Peninsula Airport District

APPROVED AS TO FORM:

DATED: _____, 2016 By: _____
Scott Huber, Legal Counsel

DATED: _____, 2016 **Regional Government Services Authority**

By: _____

Richard H. Averett, Executive Director

Exhibit A

Compensation.

1. **Fees.** The Agency agrees to pay to RGS the full cost of compensation and support, as shown in Exhibit A, for the RGS employee(s) providing the services herein described. Compensation is shown on an hourly basis.

RGS and Agency acknowledge and agree that compensation paid by Agency to RGS under this Agreement is based upon RGS's costs of providing the services required hereunder, including salaries and benefits of employees. The parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities for which RGS may be obligated for its employees or may otherwise be contractually obligated.

Consequently, the parties agree that adjustments to the hourly rate shown below for "RGS Staff" will be made for changes to the salary and/or benefits costs provided by RGS to such employee. On July 1 of each year, RGS' hourly bill rates will be adjusted by the percentage change in the Employment Cost Index (total compensation - not seasonally adjusted) for state and local government workers ("ECI") from March of the prior year to March of the current year. Irrespective of the movement of the ECI, RGS will not adjust its hourly rates downward; nor will RGS adjust its hourly rates upward in excess of a two and one-half percentage (2.5%) change excepting instances where there was no increase in the prior year's hourly rates. In that event, RGS will adjust its hourly rates by the full percentage change in the ECI from March of the prior year to March of the current year.

2. **Reimbursement of RGS's Administrative Cost.** The Agency shall reimburse RGS for overhead as part of the hourly rate specified below, and direct external costs. Support overhead costs are those expenses necessary to administering this Agreement, and are included in the hourly rate. Direct external costs, including such expenses as travel or other costs incurred for the exclusive benefit of the Agency, will be invoiced to the Agency when received and without mark-up. These external costs will be due upon receipt.
3. **Terms of Payment.** RGS shall submit invoices monthly for the prior month's services. Invoices shall be sent approximately 10 days after the end of the month for which services were performed and are due and shall be delinquent if not paid within 30 days of receipt. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of one-half of one percent per month, which is an annual percentage rate of six percent, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the Agency fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then the Agency agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 5 working days advance written notice.

Payment Address. All payments due RGS shall be paid to:
Regional Government Services Authority
PO Box 1350
Carmel Valley, CA 93924

AGENCY CONTACTS

Agency Billing Contact. Invoices are sent electronically only. Please provide the contact person to whom invoices should be sent:

NAME	EMAIL
Michael La Pier	mike@montereyairport.com
Brenda Smith	bjsmith@montereyairport.com

Agency Insurance Contact. Please provide the contact person to whom the certificate of coverage should be sent:

NAME	ADDRESS
Michael La Pier, A.A.E.	Monterey Regional Airport 200 Fred Kane Drive, Suite 200 Monterey, California 93940

RGS STAFF

RGS STAFF POSITION	HOURLY RATE*
Director of Human Resources Services	\$130
Human Resources Manager	\$115
Human Resources Senior Analyst	\$90-\$95
Human Resources Analyst	\$80
Organizational Development Specialist	\$125

* The Hourly Rate does not include direct external costs which will be invoiced to the Agency with no markup.

Cost of Services

- District will only be invoiced for the actual hours worked; excepting regular office hours, travel time to/from the District will be billed at Advisor's hourly rate.
- Direct external costs related to travel such as airfare, overnight accommodations, car rentals, and other incidentals will be billed at actual cost.
- RGS staff with equal or lower bill rates may be assigned to projects or tasks at the Director's discretion; involvement of RGS staff with higher bill rates will be as agreed with the District.

Term

- The start date for the services to be performed is on or about May 12, 2016, and this Agreement is anticipated to remain in force through December 31, 2017.

Exhibit B Scope of Services

Subject to the terms and conditions of this Agreement, Regional Government Services Authority (RGS) shall assign RGS employee(s) to serve as the Human Resources Advisor(s) to the Monterey Peninsula Airport District (District), which may require performing any or all of the functions described below:

Phase 1

1. Conduct an overall assessment of the District's human resources management practices, policies and systems, which requires performing the functions described below:
 - 1.1. Meet with executives, employment counsel, key administrative staff and labor group representatives to identify current human resource management practices and issues; and to audit essential personnel records.
 - 1.2. Review existing personnel policies, MOU's, and other documents critical to identifying the organization's HR administration practices.
 - 1.3. Prepare a status report on the District's HR management systems, including prioritized recommendations for action.
 - 1.4. Develop a work plan with the District's Executive Director and key members of the executive staff team consisting of action plans and timelines for accomplishment of high-priority recommendations; and including identification of appropriate staff or other resources to enhance or develop critical HR administration system elements.

Phase 2

1. Provide ongoing weekly Human Resources Management services including at least two (2) four-hour days of regular onsite office hours each week. Human Resource Management services include initiation of work on priority projects as identified in the work plan developed in Phase 1, and also include the following activities as needed:
 - Research best practices and draft human resources administrative policies, procedures, forms and templates to develop an effective and compliant system of human resources management practices and personnel transactions.
 - Confer with staff and employee representatives as requested to obtain input and/or feedback regarding policy and procedure recommendations; or to obtain information relevant to the resolution of personnel issues.
 - Create policy implementation plans and timelines, including identification of roles/activities to be carried out by the District's managers and supervisors.
 - Coach or train managers and supervisors on policies and implementation, prepare educational and informational and procedural documents, and participate in implementation meetings as needed.
 - Coach supervisors as needed in team building, conflict resolution, and other collaborative workplace skills.
 - Draft required management communications to employees and labor organizations and facilitate compliance with legal obligations as well as effective relationship building.
 - Draft specific documentation relevant to resolving a range of personnel issues; coach supervisors on conducting sensitive personnel conversations.
 - Design and coordinate payroll and benefits workflows with finance and departmental staff to ensure effective transactional operations; may process such transactions as needed.
 - Develop and conduct managerial, supervisory, or employee training courses.

- Analyze a variety of information and recommend appropriate management action; provide written documentation of analysis and recommendations as needed.
- Conduct non-executive recruitments as requested, and design selection processes and instruments to be used.
- Draft or update individual job classification descriptions on an as-needed basis, and make preliminary compensation recommendations.
- Monitor and manage medical leaves of absence, modified returns-to-work, and other illness/injury/disability issues as needed from initial injury through return to work or separation from employment; ensuring correct communications to all parties, and creating appropriate documentation.
- Assist in preparation for labor negotiations, compiling data, recommending language revisions, and identifying administrative or operational options.
- Conduct research and prepare essential functions information as needed
- Be reasonably available to perform services during the normal work week.
- Meet as often as necessary for the purpose of consulting about the District's human resources needs and issues, and the scope of work performed.

2. Projects and activities may be modified on request of the District.

AGENDA ITEM: H-6
DATE: May 11, 2016

TO: Michael La Pier, Executive Director
FROM: Chris Morello, Planning & Development
SUBJ: Resolution No. 1661, Award of Bid to Acquire Airport Sweeper at Monterey Regional Airport

BACKGROUND. The Board may consider an award of a contract to acquire an airport sweeper for the Monterey Regional Airport.

DISCUSSION. The Airport is in need of a power sweeper to remove foreign object debris from the runways, taxiways, and other areas of the Airport. The Board of Directors approved Resolution No. 1653, approval to submit the FY2016-2021 Airport Capital Improvement Plan (ACIP) on November 15, 2015, which included the acquisition of Power Vacuum Foreign Object Debris Sweeper. Representatives of the Federal Aviation Administration (FAA) approved the Specifications to Acquire Airport Sweeper dated March 30, 2015 and authorized Monterey Regional Airport to advertise the contract for bid on April 5, 2016.

An invitation for Bids was published in the Monterey Herald on April 8, 2016 and April 14, 2016, and sealed bid proposals were received on May 5, 2016 at 1:00 p.m. PST and publically opened.

Because of the timing of the bid opening relative to the requirement to publish the agenda in advance of the meeting to comply with the Brown Act, staff will prepare a supplemental packet of information on May 9, 2016, which will contain a recommendation for Board action at that time.

Attached is a copy of the sample contract and Exhibit A (Federal Equipment Acquisition Contract Provisions) that were published with the Bid Specifications.

A supplemental packet of information, as well as a recommendation for Board action, will be provided to the Board of Directors and will be publically available on May 9, 2016.

Contract Agreement

Monterey Peninsula Airport District

AIP 3-06-0159-63-2016

THIS AGREEMENT, made and entered into this _____ day of _____, by and between Monterey Peninsula Airport District, Monterey, California (OWNER), and _____, City _____, County of _____, and State of _____, (CONTRACTOR).

WITNESSETH:

That the said Contractor has covenanted, contracted and agreed, and by these presents does covenant, contract and agree with the said OWNER, for and in consideration of the payments made as provided for herein, to the Contractor by the said Owner, and under the penalty expressed in the Bond hereto attached, at his proper cost and expense to do all the work and furnish all materials, tools, labor, and all appliances and appurtenances called for by this Agreement free from all claims, liens and charges whatsoever, in the manner and under the conditions hereinafter specified, that are necessary for furnishing and delivering a new and unused Airport Sweeper to Monterey Regional Airport, in the County of Monterey, State of California.

The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the Project Specifications and Bid Proposal. The Project Specifications and Bid Proposal furnished by the Contractor and the additional drawings or prints and other information to be furnished by the Contractor in accordance with the Project Specifications are made a part of this Agreement when and as approved by the Owner. The said Specifications and Bid Form prepared by the Engineer for the said Owner are intended to be complementary and all specifications, plans, drawings and prints furnished by the Contractor shall coordinate therewith. Any work appearing in or upon the one and not mentioned in the other, shall be executed according to the true intent and meaning of the said Project Specifications and Bid Documents, Drawings or Prints, the same as though the said work was contained and described in all.

The "Notice Inviting Bids," "Purpose And Scope Of Work," "General Terms And Standard Conditions," "Federal Equipment Acquisition Contract Provisions," "Bid Proposal," "Specifications," "Bid Bond," thereto, are hereby understood to be a part of this Contract. The "Bid Bond" is exonerated upon execution of this Agreement.

It is further covenanted and agreed that all work under this Contract shall be completed in the time specified in the "Bid Proposal."

It is further covenanted and agreed that the work shall be executed under the direction of the Owner, or properly authorized agents, on whose inspection all work shall be accepted or

rejected.

The Owner shall have full power to reject or condemn all materials furnished or work performed under the Contract that does not conform to the terms and conditions herein expressed.

Any dispute, controversy, claim, or cause of action arising out of or related to this agreement shall be governed by California law and may, but in no event need, to be settled by submission with the consent of both parties to binding arbitration in accordance with the rules of the American Arbitration Association and all applicable local and state laws. Judgment upon any award rendered by the arbitrator(s) may be entered in the Superior Court of Monterey County, or any such dispute, controversy, claim or cause of action may be litigated in a court. The venue for any such dispute shall be Monterey County, California.

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of congress, an officer or employee of Congress, or any 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 of any Federal contract, grant, loan, or cooperative agreement.

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 Congress, or an employee of a member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall compete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, 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.

Owner shall submit Application for Payment to the Federal Aviation Administration upon receipt of invoice from Contractor after delivery of product. Owner will submit payment to Contractor within forty-five (45) days upon receipt of invoice AND delivery and acceptance of product.

Any violation or breach of the terms of this Contract on the part of the Contractor and/or any Subcontractor may result in the suspension or termination of the Contract, or such other action, which may be necessary to enforce the rights of the parties of this Agreement.

No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that his/her effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

Owner and Contractor each bind him/herself, partners, successors, assigns and legal representatives to the other party hereto, and his/her partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, four (4) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinbefore named, on the date and year first herein written.

This Contract is effective on the _____ day of _____, 20_____.

CONTRACTOR

Signature

Print Name

Title

Date

MONTEREY PENINSULA AIRPORT DISTRICT

Signature

Print Name

Title

Date

Notice of Award

To: _____
Company: _____
Address: _____
City, State, Zip _____

Re: ACQUISITION OF AIRPORT SWEEPER

The Monterey Peninsula Airport District has accepted the Bid submitted by you for the above described equipment in response to the Advertisement for Bids. You are hereby notified that you were awarded this Bid by the Monterey Peninsula Airport District on the _____ day of _____, 20__ in the amount of \$_____. You are required by the Terms and Conditions of this bid to execute the Purchase Contract and to furnish Contractor's Performance and Payment Bonds within 10 calendar days from the date of this Notice or forfeit your Bid Bond.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Monterey Peninsula Airport District Not Later Than five (5) days of the signature date below.

Signature

Date

CONTRACTOR
Receipt of the above NOTICE OF AWARD is hereby acknowledged.

Signature

Print Name

Date

Subscribed to and sworn before me this _____ day of _____, 20__.

Notary

My Commission Expires

Bid Bond

KNOW ALL MEN BY THESE PRESENTS: That we _____, as Principal, and as Surety, are held and firmly bound unto the Monterey Peninsula Airport District in the penal sum of Ten Percent (10%) of Bid Amount, Dollars (\$ _____) lawful money of the United States of America, to be paid to the order of the Monterey Peninsula Airport District, for which payment, well and truly to be made, we bind ourselves, our successors and assigns, signed with our seals and dated _____. The conditions of the above obligation are such that whereas the Monterey Peninsula Airport District of the City of Monterey, California did order the following works to be done: Acquisition of AIRPORT SWEEPER.

WHEREAS, _____, the principal herein in answer to the Notice Inviting Proposals or bids issued by the Monterey Peninsula Airport District, put in its bid for the making of said improvements.

NOW THEREFORE, if the bid of _____, as aforesaid to be accepted by the Monterey Peninsula Airport District, and _____ shall enter into a contract to make said improvements at the price specified in its bid, then this obligation to be void of no effect, otherwise to remain in full force and virtue.

_____	SEAL	_____	SEAL
PRINCIPAL		SURETY	
By: _____		By: _____	
Title: _____		_____	
		Agency of Record	

		Agency Address	

Statutory Performance Bond

(Penalty of this bond must be 100% of the Contract Amount) Bond No. _____, _____ ("Principal"), and _____, a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____ ("Surety"), are bound to pay Monterey Peninsula Airport District, Inc. ("Obligee") in the amount of \$_____.

The Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally. The Principal has entered into a written contract with the Obligee, dated the _____ day of _____, 20__ - for furnishing and delivering a new and unused Airport Sweeper to Monterey Regional Airport, Monterey, California for Monterey Peninsula Airport District.

This document is a part of that contract. Now, therefore, the condition of this obligation is such, that if the principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

Provided, however that this bond is executed pursuant to all applicable local, state and federal requirements. The prevailing party or any party that recovers judgment on this bond is entitled to reasonable attorneys' fees and costs as determined by the Court.

Executed this _____ day of _____, 20_____.

Principal

Seal

Surety

Seal

By

By

Title

Agency of Record

Agency Address

Statutory Payment Bond

(Penalty of this bond must be 100% of the Contract Amount)

Bond No. _____

("Principal"), and _____ a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ ("Surety"), are held and firmly bound to pay Monterey Peninsula Airport District, Inc. ("Obligee") \$_. The Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally.

The Principal has entered into a written contract with the Obligee, dated the ____ day of _____, 2016 for furnishing and delivering a new and unused Airport Sweeper to Monterey Regional Airport, Monterey, California, for Monterey Peninsula Airport District. This document is part of that contract.

Now, therefore, the condition of this obligation is such, that if the principal promptly pays all monies due to all persons supplying labor or materials to the principal or the principal's subcontractors in the prosecution of the WORK provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

Provided, however that this bond is executed pursuant to all applicable local, state and federal requirements. The prevailing party or any party that recovers judgment on this bond is entitled to reasonable attorneys' fees and costs as determined by the Court.

The prevailing party or any party which recovers judgment on this bond is entitled to reasonable attorneys' fees and costs as determined by the Court.

Executed this _____ day of _____, 20____.

Principal

Seal

Surety

Seal

By

By

Title

Agency of Record

Agency Address

Exhibit A – 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.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic products.

3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or

fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
 - a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing US domestic product
- 3. To furnish US domestic product for any waiver request that the FAA rejects
- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
- 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

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 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. 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.

n. 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.

o. 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.

p. 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.

q. 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.

r. 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.

s. 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,
- a) 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.

t. 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:

- a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- b) 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;
- c) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and

- d) 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.

u. 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.

v. 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.

w. 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.

x. 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.

y. 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.

z. 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.

AGENDA ITEM: H-7
DATE: May 11, 2016

TO: Michael La Pier, Executive Director
FROM: Gaudenz Panholzer, City of Monterey Fire Chief
Jeff Hoyne, MPAD Police Chief
SUBJ: Contract with City of Monterey and City of Salinas for the use of Salinas' ARFF vehicle as a back-up unit

BACKGROUND. Through the "Agreement to Provide Fire Services Between the City of Monterey and the Monterey Peninsula Airport District" (Airport Fire Services Contract), the City of Monterey (Monterey) leases from the Monterey Peninsula Airport District (MPAD) an Aircraft Rescue and Fire Fighting (ARFF) apparatus. This vehicle meets the requirements established by the FAA for the Monterey Airport. If the vehicle is out of service for maintenance or repair, an alternate vehicle must be placed into service in order to continue commercial air operations at the Airport. During periods when this vehicle is out of service, fire personnel currently utilize a reserve vehicle that is still owned and maintained by MPAD. The reserve vehicle is in poor condition and very expensive to maintain. In order to provide a better level of service at a reduced cost, staff has proposed an alternative to the current arrangement.

The City of Salinas (Salinas) has recently acquired an ARFF apparatus for their airport and is willing to deploy it to the Monterey Airport as needed. Through this proposed agreement, adequate levels of fire protection will be provided at the Airport during periods when the primary ARFF vehicle is in for maintenance. Under the proposed contract the following terms would apply:

- Salinas will deliver their ARFF vehicle with one qualified operator to the Monterey Airport as arranged by the Monterey Fire Chief or designee
- Monterey will ensure that all Salinas personnel receive appropriate training on operations at the Monterey Airport
- Monterey will provide a fully FAA qualified ARFF firefighter to be assigned to the Salinas ARFF vehicle
- Monterey will ensure that the primary structure engine (E6416) remains available at the Airport for Airport responses only
- MPAD will pay Salinas for the use of their ARFF and the operator at current established rates as determined by the California Fire Assistance Agreement

While this agreement will remain in force indefinitely, the plan is to replace the front line ARFF vehicle as soon as FAA funding is available and then retain the current front line vehicle in reserve status. This is anticipated to be in about 3 years. The current reserve ARFF vehicle can be disposed of by MPAD once this agreement is in force.

IMPACT ON OPERATING REVENUE. None

IMPACT ON OPERATING EXPENSE. It is anticipated that the Salinas ARFF vehicle will be needed approximately 4 times per year for a total of 24 hours. At an estimated cost of \$150/hour for the vehicle and operator, the total annual cost will be approximately \$3,600. Monterey will work to minimize these costs to the extent possible.

In fiscal year 2012-2013, MPAD spent almost \$11,000 to replace brakes and a leaking pump assembly. During fiscal year 2015-16, MPAD has budgeted \$12,000 for routine maintenance repairs

however has deferred spending \$45,000 to fully restore the current reserve ARFF vehicle and return it to “good” status. \$15,000 alone is to repair a drive gear box and another problem with a leaking pump assembly. Unanticipated costs are likely to increase as the vehicle continues to age. Even with the investment of these maintenance costs, the vehicle continues to be in marginal condition and would require a substantial investment to remain operational for another 5 years.

Utilizing the Salinas ARFF vehicle should provide an annual savings to the MPAD of \$5,400. Furthermore, the risk of a major repair cost for the current reserve ARFF vehicle or an inability to provide FAA required fire protection services for commercial operations will essentially be averted.

IMPACT ON OPERATIONS. The use of a newer ARFF vehicle available from the City of Salinas as a reserve will ensure a more reliable and higher quality of emergency response preparedness at the Monterey Airport.

STRATEGIC PLAN.

RECOMMENDATION. Staff recommends that the Monterey Peninsula Airport District Board authorizes the Executive Director to sign the “Agreement Between City Of Monterey, Monterey Airport District, And City Of Salinas For The Provision Of Back-Up Aircraft Rescue And Fire Fighting At The Monterey Regional Airport.”

**AGREEMENT BETWEEN CITY OF MONTEREY, MONTEREY AIRPORT DISTRICT, AND
CITY OF SALINAS FOR THE PROVISION OF BACK-UP AIRCRAFT RESCUE AND FIRE
FIGHTING AT THE MONTEREY REGIONAL AIRPORT**

THIS AGREEMENT is made and executed on May 15, 2016, by and between the City of Monterey, a municipal corporation, hereinafter referred to as “MONTEREY”, City of Salinas, a municipal corporation, hereinafter referred to as “SALINAS”, and Monterey Peninsula Airport District, a Special District, hereinafter referred to as “MPAD” (collectively referred to as “the Parties”), and provides as follows:

RECITALS

WHEREAS, the Monterey Regional Airport (Airport) is categorized by the Federal Aviation Administration (FAA) as an “Index B” airport and requires a minimum Aircraft Rescue and Fire Fighting (ARFF) capability during commercial operations; and

WHEREAS, MONTEREY provides fire services to MPAD under an Agreement to Provide Fire Services Between the City of Monterey and Monterey Peninsula Airport District (Fire Services Agreement), dated October 16, 2013; and

WHEREAS, the ARFF apparatus belonging to MPAD, and used by MONTEREY, is placed out of service from time to time due to operational and maintenance needs; and

WHEREAS, SALINAS owns an ARFF apparatus that, when paired with the structure fire engine at the Airport fire station (E6416), can help meet the FAA Index requirements at the Airport; and

WHEREAS, the Parties have determined that the most effective way to ensure continuous ARFF services at the Airport is for SALINAS to provide its ARFF vehicle for back-up during periods when the MPAD’s ARFF vehicle is out of service.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, it is agreed by and between the Parties as follows:

1. Responsibilities of Monterey Peninsula Airport District

- a. MPAD authorizes MONTEREY’s Fire Chief, or designee, to make arrangements with SALINAS for the use of the SALINAS ARFF apparatus as necessary.
- b. MPAD agrees to pay SALINAS for the use of the ARFF apparatus for the duration of its use.
 - i. Payment will be based on the current rates SALINAS receives for reimbursement by the California Office of Emergency Services under the California Fire Assistance Agreement for both the vehicle and staff assigned to the vehicle during its use.
 - ii. Payment will be from the time the ARFF vehicle leaves its home station in Salinas until it returns to that station (portal to portal).

2. **Responsibilities of City of Monterey**

- a. MONTEREY's Fire Chief, or designee, will make arrangements with SALINAS to have SALINAS provide the ARFF apparatus whenever the regular ARFF apparatus (E6456) assigned to the Airport is out of service for planned or unplanned maintenance needs. For all planned needs and, to the extent possible for non-planned needs, such requests will be made for dates that do not interfere with other commitments or needs that SALINAS has with its ARFF apparatus.
- b. The primary structure engine (E6416) assigned to the Airport fire station will be kept in service at the Airport and not used for offsite responses during the time that the SALINAS ARFF apparatus is being utilized.
- c. MONTEREY will notify MPAD's Operations Manager, or designee, any time the SALINAS ARFF apparatus is being used.

3. **Responsibilities of City of Salinas**

- a. SALINAS will coordinate with MONTEREY to provide their ARFF apparatus as requested by MONTEREY with one (1) trained and qualified engineer.

4. **Costs and Expenses**

- a. Except as provided for in **Section 1b**, each Party will assume the costs and expenses associated with their Responsibilities including personnel salaries and costs.
- b. This agreement does not preclude any or all Parties from seeking funding or reimbursement from Federal, State, Local or private entities not a Party to this agreement for the use of the SALINAS ARFF vehicle.

5. **General Provisions**

- a. The Parties shall establish and agree upon Standard Operating Procedures for ARFF operations at the Airport while SALINAS' ARFF apparatus is in service at the Airport.
- b. The Parties shall coordinate training so that all personnel providing ARFF services at the Airport can operate effectively. Such training shall include, but not be limited to, the following:
 - i. Orientation to the Airport and aircraft operating at the Airport
 - ii. Communications between ARFF personnel and the Airport control tower
 - iii. Orientation to all apparatus being utilized for providing ARFF services
 - iv. Response policies and procedures to emergency and non-emergency incidents on Airport property
- c. The Parties agree that any aircraft emergency reported at the Salinas Municipal Airport during the time the SALINAS ARFF apparatus is in service at Monterey will

take precedence. The SALINAS ARFF apparatus will be released from service at the Airport as soon as is practically possible in such an event.

6. **Liability**

- a. It is understood and agreed that no party, nor any officer or employee thereof, is responsible to the other party for any damage or liability incurred by reason of any act or omission in connection with any work, authority or jurisdiction delegated under this Agreement.
- b. It is also agreed, pursuant to California Government Code Section 895.4, that each party shall defend, indemnify and hold harmless the other party, to the extent allowed by law and in proportion to fault, against any and all third-party liability for claims, demands, costs of judgments (direct, indirect, incidental or consequential) involving bodily injury, personal injury, death, property damage or other costs and expenses arising or resulting from the acts or omissions of its own officers, agents, employees, or representatives carried out pursuant to the obligations of this Agreement.
- c. Each party shall maintain in effect throughout the term of this Agreement, at its own cost and expense, a Public Entity Liability Insurance Program provided either through a bonafide program of self-insurance, commercial insurance policies, or any combination thereof as follows:
 - i. Commercial General Liability with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 - ii. Commercial Auto Liability including owned, leased, non-owned, and hired automobiles, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- d. Indemnification obligations survive termination of this Agreement.

7. **Workers Compensation**

- a. Each party agrees to provide workers' compensation insurance coverage for its own employees and expressly waives any rights of subrogation against the other party.

8. **Third Parties**

- a. This Agreement shall not be construed as, or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have a right of action hereunder for any cause whatsoever.

9. **Modification**

- a. This Agreement is the entire contract between the parties. This Agreement shall supercede any previous agreements, oral or written, implied or express, between the parties, with respect to the use of the SALINAS ARFF apparatus at the Airport. No waiver or modification of this Agreement shall be valid unless it is in writing and executed by the Parties.

- b. This Agreement supersedes the existing Fire Services Agreement between MONTEREY and MPAD in areas that are in conflict with this Agreement. All other provisions of the existing Fire Services Agreement, and any future amendments, continue in full force.

10. **Dispute Resolution**

- a. If any dispute arises between the Parties as to proper interpretation or application of this Agreement, the Parties shall first meet and confer in a good faith attempt to resolve the matter between themselves.
- b. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the parties. The expenses of such mediation shall be shared equally between the Parties.

11. **Termination**

- a. This Agreement shall be for an indefinite term unless a Party expresses its desire to terminate, in writing, to the remaining Parties thirty (30) days prior to the effective date of such termination.

12. **Severability**

- a. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

13. **Counterparts**

- a. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

14. **Governing Laws**

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. **Authority**

- a. Any individual executing this Agreement on behalf of the parties hereto represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16. **Immunity Preservation**

- a. All parties hereto shall each have any and all immunities available at law. In no event shall any duties herein negate any such immunities.

ADOPTED BY:

MONTEREY PENINSULA AIRPORT DISTRICT, A Special District

By: _____ Date: _____
Michael La Pier, Executive Director

CITY OF MONTEREY, A Municipal Corporation

By: _____ Date: _____
Michael McCarthy, City Manager

CITY OF SALINAS, A Municipal Corporation

By: _____ Date: _____
Ray Corpuz, City Manager

APPROVED AS TO FORM:

By: _____
District Counsel, Monterey Peninsula Airport District

By: _____
City Attorney, City of Salinas

AGENDA ITEM: H-8
DATE: May 11, 2016

TO: Michael LaPier, Executive Director
FROM: Gaudenz Panholzer, Fire Chief
Jeff Hoyne, Police Chief
SUBJ: Contract with City of Monterey and Monterey County Sheriff's Office for the shared use and support of command vehicle

BACKGROUND. The Monterey Peninsula Airport owns a Command vehicle (Command 6490) that was purchased to provide support at significant incidents and large scale events. Under the Fire Services Contract with the City of Monterey, the vehicle is maintained and operated by the Monterey Fire Department (MFD). Much of the technology on Command 6490 is outdated and does not provide state-of-the-art capabilities. Due to funding limitations, this equipment has not been upgraded as needed.

The Monterey County Sheriff's Office (MCSO) is removing a command vehicle from their fleet as the vehicle itself is outdated and no longer functional. They would like to partner with MPAD and the City of Monterey to upgrade and utilize Command 6490 instead of replacing their vehicle. Under the proposed contract the following terms would apply:

- MPAD would remain the owner of the vehicle
- The vehicle would continue to be operated and maintained by MFD as provided in the current agreement with Monterey
- MCSO will install upgraded communications equipment and related technology in Command 6490
- MCSO will provide a technical expert to provide support at all incidents to which Command 6490 is dispatched
- MFD will provide a qualified driver to deliver the vehicle to incidents as dispatched
- Command 6490 will continue to be housed at the MPAD fire station
- Upon termination of this agreement, all equipment currently installed in Command 6490 will remain the property of MPAD, including upgraded equipment

MCSO anticipates that they will request the vehicle for planned events and emergency incidents fewer than 12 times a year.

IMPACT ON OPERATING REVENUE. None

IMPACT ON OPERATING EXPENSE. None.

IMPACT ON OPERATIONS. The upgraded equipment and technical support provided by the Sheriff's Office will provide a command vehicle that is better equipped for responses to any large emergency at the Monterey Airport and elsewhere.

STRATEGIC PLAN.

RECOMMENDATION. Staff recommends that the Monterey Peninsula Airport District Board authorize the Executive Director to sign the following agreements:

1. Agreement Between City Of Monterey, Monterey Peninsula Airport District, And County Of Monterey Sheriff's Office For The Sharing Of Command 6490 (Incident Command Vehicle) Amongst The Participating Agencies
2. 2nd Amendment To Agreement To Provide Fire Services Between The City Of Monterey And The Monterey Peninsula Airport District

AGREEMENT BETWEEN CITY OF MONTEREY, MONTEREY PENINSULA AIRPORT DISTRICT, AND COUNTY OF MONTEREY SHERIFF'S OFFICE FOR THE SHARING OF INCIDENT COMMAND VEHICLE (COMMAND 6490) AMONGST THE PARTICIPATING AGENCIES

This agreement ("Agreement") is made and executed on May 15, 2016, by and between the CITY OF MONTEREY, COUNTY OF MONTEREY, and MONTEREY AIRPORT DISTRICT (hereinafter collectively as the "Parties").

The parties share not only common boundaries and /or geographic proximity in Monterey County, but also mutual demands for a mobile incident command vehicle. It is to the mutual advantage and benefit of the Parties to cooperatively manage and maintain a fully operational command vehicle to respond to incidents and/or events which require the need for specialized equipment to assist in incident management.

The parties recognize that acquiring and maintaining a command vehicle is both cost and labor intensive and that by collectively shouldering the burden amongst the Parties, the command vehicle will be more effectively and efficiently maintained without unnecessary burden on any particular party.

The Parties desire to formally establish by this Agreement a relationship to maintain a command vehicle that meets the needs of each Party and to outline the specific responsibilities of each Party to provide a resource that is ready and available any time the resource is requested.

It is acknowledged that Command 6490 was obtained by the Monterey Airport District through Homeland Security Grant funding sources. As such, the vehicle was designed to be a Regional Asset, maintained and owned by Monterey Airport District. The Monterey Airport District will maintain legal ownership of the vehicle.

In consideration of the mutual promises contained herein, it is agreed as follows:

1. Responsibilities of Monterey Peninsula Airport District (MPAD)

- a. MPAD will allow for the use of Command 6490 as an incident command vehicle by the Parties for incidents and/or events requiring the need for an incident command vehicle.
- b. MPAD will maintain a storage area or building for Command 6490 to be housed which will protect it from the elements.

2. Responsibilities of City of Monterey (MONTEREY)

- a. MONTEREY will maintain the exterior of the vehicle including body, paint, chassis, drive train, engine, etc; including preventative maintenance, warranty repair, engine repair, oil changes, etc.
- b. MONTEREY will provide a qualified, licensed driver for Command 6490 and will provide transportation of the vehicle to and from any location in Monterey and San Benito Counties that the vehicle is requested. The driver will not have a requirement to remain with the vehicle through the duration of the event/incident, unless requested and approved by the on-scene incident commander and MONTEREY Command staff.

However, MONTEREY will provide a driver to respond to the location of the vehicle as soon as possible once the need for Command 6490 is exhausted and transport Command 6490 back to its home station.

3. Responsibilities of County of Monterey Sheriff's Office (SHERIFF)

- a. SHERIFF will maintain all hardware and software related to the incident management capabilities of Command 6490 including computer programs, radios, computers, printers, phone systems, incident management kits, connectivity systems, etc.
- b. SHERIFF will provide at least one fully trained operator to set up and act as technical support for Command 6490 when the vehicle is requested. An operator will remain with the vehicle throughout the duration of the event/incident until Command 6490 is released by the incident commander.

4. Costs and Expenses

- a. Each Party will assume the costs and expenses associated with their Responsibilities including personnel salaries and costs.
- b. This agreement does not preclude any or all Parties from seeking funding or reimbursement from Federal, State, Local or private entities not a Party to this agreement for the use of the command vehicle.

4. Policies and Procedures

- a. The Parties shall establish and agree upon Standard Operating Procedures ("SOP") for the operation of Command 6490.
- b. All personnel assigned to operate and/or maintain any equipment assigned to Command 6490 shall do so according to their respective department's Policies and Procedures.
- c. Any conflicts involving mission tasking shall be resolved by all Parties involved with first priority given to Monterey Airport District.

5. Mutual Indemnification

- a. Each respective member agency of the "Parties" contracting herein, hereby agrees that it shall indemnify, defend, and hold harmless the other member agencies (including the other member agencies' respective officers, agents, and employees) from and against any and all claims, liabilities, and losses whatsoever occurring or resulting to any person, firm, corporation or entity for consequential damage, property damage, injury, or death arising out of or connected with that respective member agency's negligence or non-performance of its obligations under this Agreement.
- b. The provisions of this Section shall survive the expiration of the Term or Termination of this Agreement.

6. Insurance

- a. **Evidence of Coverage:** Prior to commencement of this Agreement, the Parties shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Parties upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to the requesting agency, or the County's Contracts/Purchasing Department, unless otherwise directed.
- b. **Insurance Coverage Requirements:** Without limiting the Parties' duty to indemnify, the Parties shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability, or be validly self-insured and funded to meet these coverage obligations and limits requirements. In the event that any member agency does self-insure for any or all of its insurance obligations hereunder, that member agency agrees that it has the same obligations under this agreement as would an insurer:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence \$2,000,000 in aggregate.

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Workers Compensation Insurance, if the Party employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

- c. **Other Insurance Requirements:** All insurance required by this Agreement shall be with a company acceptable to the Parties and issued and executed by an insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date the Party completes its performance of services under this Agreement.
- d. Each liability policy shall provide that the Parties shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for the Parties as additional insureds with respect to claims arising from each Party's officers, agents, and employees, if any, performing work under this Inter-Agency Agreement, or

be accompanied by a certificate of insurance from each Party's officers, agents, and employees showing each Party's officers, agents, and employees has identical or better insurance coverage to the above requirements.

- e. Commercial general liability and automobile liability policies shall provide an endorsement naming the Parties' officers, agents, and employees as Additional Insureds with respect to liability arising out of the Parties' work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the Parties.
- f. Prior to the execution of this Agreement by the Parties, the Parties shall file certificates of insurance with the Parties' contract administrator, or as otherwise directed, showing that the Parties have in effect the insurance required by this Agreement. The Parties shall file a new or amended certificate of insurance within twenty calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file.
- g. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.
- h. The Parties shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by the Parties, annual certificates to the Parties and the County's Contract Administrator and the County's Contracts/Purchasing Division, or as otherwise directed by the certificate holder.
- i. Any failure by the Parties to verify compliance with these insurance requirements, or any failure to object to insurance that does not meet these requirements, shall not be considered to be a waiver of these requirements, nor shall the member agency which would benefit from such insurance be 4topped from obtaining such benefits from the member agency failing to obtain such insurance or self-insurance as agreed herein.
- j. A member agency shall be obligated to provide insurance documentation as required under this Agreement upon the request of the parties.

7. Third Parties

This Agreement shall not be construed as, or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have a right of action hereunder for any cause whatsoever.

8. Modification

This Agreement is the entire contract between the parties. This Agreement shall supercede any previous agreements, oral or written, implied or express, between the parties, with respect to implementation and deployment of Command 6490. No waiver or modification of this Agreement shall be valid unless it is in writing and executed by the Parties.

9. Dispute Resolution

If any dispute arises between the Parties as to proper interpretation or application of this Agreement, the Parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the parties. The expenses of such mediation shall be shared equally between the Parties.

10. Termination

- a. This Agreement shall be for an indefinite term unless a Party expresses its desire to terminate, in writing, to the remaining Parties thirty (30) days prior to the effective date of such termination.
- b. Upon termination of this agreement, the vehicle and equipment will be transferred as follows:
 - i. The vehicle and all equipment on it that was in place on the vehicle on the effective date of this agreement, becomes the sole property of the MPAD
 - ii. Any equipment that was installed after the effective date of this agreement that replaces any equipment originally on the vehicle, becomes the sole property of the MPAD
 - iii. Any new equipment that is installed that exceeds the original equipment becomes the sole property of the party that paid for the equipment
 - iv. Any equipment that was acquired with restrictions on its transferability, will be transferred as required by those restrictions

11. Severability

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

12. Counterparts

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

13. Governing Laws

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. Authority

Any individual executing this Agreement on behalf of the parties hereto represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15. Immunity Preservation

All parties hereto shall each have any and all immunities available at law. In no event shall any duties herein negate any such immunities.

ADOPTED BY:

MONTEREY PENINSULA AIRPORT DISTRICT, A Special District

By: _____ Date: _____
Michael La Pier, Executive Director

CITY OF MONTEREY, A Municipal Corporation

By: _____ Date: _____
Michael McCarthy, City Manager

MONTEREY COUNTY SHERIFF

By: _____ Date: _____
???

APPROVED AS TO FORM:

By: _____
District Counsel, Monterey Peninsula Airport District

By: _____
City Attorney, City of Salinas

**2nd AMENDMENT
TO
AGREEMENT TO PROVIDE FIRE SERVICES BETWEEN THE CITY OF MONTEREY AND
THE MONTEREY PENINSULA AIRPORT DISTRICT**

The Agreement to Provide Fire Services between the City of Monterey (“City”) and Monterey Peninsula Airport District (“Airport”) entered into on October 31, 2013 (“Agreement”), as amended on May 14, 2015, is hereby further amended as follows:

1. All references to Command Vehicle 6390 (CMD6390) and all equipment and gear related to CMD6390 as referred to in Exhibit “A” to the Agreement, shall be changed to Command Vehicle 6490 (CMD6490).
2. Article III of the Agreement is hereby amended to transfer responsibility for the upgrade, repair and maintenance of the communications and related technology equipment on Command Vehicle 6490 (CMD6490), from the City of Monterey to the Monterey County Sheriff’s Office (MCSO), and further, to allow MCSO to utilize CMD6490 for incidents or events as requested by MCSO. Details regarding these changes in upgrade/repair/maintenance to the vehicle as well as sharing of the vehicle with MCSO shall be evidenced in a separate agreement entered into between the City of Monterey, the Monterey Peninsula Airport District, and MCSO.
3. All other repair and maintenance of CMD6490 shall remain the responsibility of the City. The Airport shall retain title to the vehicle and has the responsibility to replace the vehicle at the end of its useful life, as set forth in the Agreement.
4. All other terms and conditions of the Agreement shall remain unchanged.

This Amendment is entered into this ____ day of _____, 2016 in Monterey, California.

CITY OF MONTEREY

MONTEREY PENINSULA AIRPORT
DISTRICT

By: _____
Michael McCarthy, City Manager

By: _____