



DEPARTMENT OF AIRPORTS

## ***Request for Proposals***

**Parking Lot Management and/or  
Shuttle Bus Management Agreement  
Sacramento International Airport**

**Mandatory Pre-Proposal Conference  
June 30, 2015**

**Proposals Due  
2:00 PM PDT, August 7, 2015**

# PART 1

## General Information and Instructions

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**Overview** Part 1 provides General Information and Instructions for the County of Sacramento's Request for Proposals for one or two Agreement(s) at Sacramento International Airport for the following opportunities:

- 1) *Parking Lot Management*
  - 2) *Shuttle Bus Management*
  - or
  - 3) *Combined Parking Lot and Shuttle Bus Management*
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**In this part** The topics covered in Part 1 are listed in the table below:

<b>Section</b>	<b>Topic</b>	<b>Page</b>
A	The Request for Proposals (RFP)	2
B	Proposal Rules	8
C	Items To Be Included in Proposals	12
D	Guaranty Deposit	14
E	Evaluation of Proposals	15

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## Section A The Request for Proposals (RFP)

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### **Solicitation of proposals**

The Sacramento County Department of Airports (County) is soliciting proposals for one or two contractors to manage the airport parking lot and shuttle bus operations at Sacramento International Airport in accordance with the terms and conditions of the draft *Agreement for Parking Lot Management and/or Shuttle Bus Management Services* (Attachment 1).

Proposers may choose to submit a proposal to:

1. provide parking lot management services;
  2. provide shuttle bus management services; or
  3. provide **both** parking lot and shuttle bus management services.
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### **Scope of services requested in Agreement**

If contractor proposes to provide Parking Lot Management Services only, then contractor must provide all personnel, materials, supervision, and other items necessary to carry out the Scope of Services for Parking Lot Management identified on pages 1-13 of Attachment 1, Exhibit C.

If contractor proposes to provide Shuttle Bus Management Services only, then contractor must provide all personnel, materials, supervision, and other items necessary to carry out the Scope of Services for Shuttle Bus Management identified on pages 14-23 of Attachment 1, Exhibit C.

If contractor proposes to provide Combined Parking Lot and Shuttle Bus Management Services, then contractor must provide all personnel, materials, supervision, and other items necessary to carry out the Scope of Services identified in Attachment 1, Exhibit C.

## The RFP, continued

**Term and effective date of Agreement** The County intends to award the Agreement(s) in October 2015. The term of the Agreement(s) is expected to be five (5) years with one (1) separate five (5) year two (2) months option for the County to extend the term(s). The effective date of the Agreement(s) is anticipated to be January 1, 2016.

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**RFP contents** The RFP consists of the following:

- Part 1 – General Information and Instructions
- Part 2 – Proposal
- Attachment 1 – Agreement for Parking Lot and/or Shuttle Bus Management Services with associated exhibits
- Attachment 2 – Sacramento International Airport Historical Parking Lot Transactions (1 page)
- Attachment 3 – Sacramento International Airport Historical Shuttle Bus Passenger Statistics (1 page)
- Attachment 4 – Sacramento International Airport Passenger Statistics (1 page)
- Attachment 5 – Sacramento International Airport General Airport Information (1 page)

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**How to obtain an RFP** Complete sets of the RFP are available free of charge by visiting our website at [www.sacramento.aero/smf](http://www.sacramento.aero/smf). Hard copy sets of the RFP are available by calling (916) 874-0923 between 8:00 a.m. and 4:00 p.m. Pacific Time, Monday through Friday.

*NOTE: Only one hard copy set of the RFP will be provided to interested companies free of charge. Additional sets will be issued at a cost of \$50.00 per set.*

**The RFP, continued**

**Timeline  
for  
process**

The table below describes the estimated timeline for this RFP process:

Event/Action	Date(s)
RSVPs due for Pre-Proposal Meeting	10:00 a.m. PDT June 26, 2015
Mandatory Pre-Proposal Meeting and Facilities Tour. Deadline for submitting requests for clarification, additional information or any questions	10:00 a.m. PDT June 30, 2015
Addenda issued	July 8, 2015
Proposals due	2:00 p.m. PDT August 7, 2015
Evaluation panel evaluates written proposals, interviews finalists (tentative) and selects party(ies) to recommend for award of the Agreement(s)	August 10 through August 30, 2015
Department of Airports to report to Board of Supervisors to consider approval of selection	October 6, 2015
Selected operator(s) return executed Agreement to Department of Airports	November 15, 2015
Effective date of new Agreement(s)	January 1, 2016

The RFP, Continued

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**Mandatory  
Pre-  
Proposal  
Meeting**

A **mandatory** *Pre-Proposal Meeting and Facilities Tour* will be held to discuss the requirements and objectives of this RFP. Airport representatives will be available to answer questions. Proposers must submit all questions pertaining to the RFP in writing as described below.

Any questions or requests to clarify items in this RFP shall be made in writing at the **mandatory** *Pre-Proposal Meeting and Facilities Tour* or submitted to Teddy Young by email at [youngt@saccounty.net](mailto:youngt@saccounty.net) or at the following address:

Sacramento County Department of Airports  
Properties and Business Development  
6900 Airport Boulevard  
Sacramento, CA 95837-1109

The final deadline for submittal of all questions or requests for clarifications is June 30, 2015. If any changes to the RFP result from these questions or requests, the County will issue a written addendum as stated below.

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**Date, time,  
and  
location of  
mandatory  
Pre-  
Proposal  
Meeting &  
Facilities  
Tour**

The **mandatory** *Pre-Proposal Meeting and Facilities Tour* is scheduled for the date, time and place indicated below:

Date: Tuesday, June 30, 2015  
Time: 10:00 a.m., Pacific Daylight Time  
Place: Sacramento International Airport  
Administration Conference Room, Terminal B, 4th Floor  
Parking tickets will be validated.

**RSVP:** Please notify Teddy Young at (916) 874-0923 by June 26, 2015, of the number of people from your company who plan to attend this meeting. Due to the limited number of seats, please keep the number of attendees from each company to a maximum of three (3).

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**Proposal  
Deadline**

Proposals are due at the following date, time and location:

Date: Friday, August 7, 2015  
Time: 2:00 p.m., Pacific Daylight Time  
Location: Office of the Director  
Sacramento County Department of Airports  
6900 Airport Boulevard  
Sacramento, CA 95837-1109

**Proposals received after the stated deadline will not be considered.**

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The RFP, Continued

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**DBE program**

The County of Sacramento encourages all businesses, including those owned and controlled by one or more socially and economically disadvantaged individuals that can provide the desired product or service to submit proposals. If you are currently certified as a Disadvantaged Business Enterprise (DBE), please include a copy of your DBE certification letter along with your proposal. This information will be used for DBE utilization tracking purposes only.

If you are a business owned and controlled by one or more socially and economically disadvantaged individuals and you are not currently certified as a DBE firm, but you wish to receive information on how to become certified please contact the State of California, Department of Transportation, Civil Rights Program at either (916) 324-1700 or (866) 810-6346. You may also visit their web-site at <http://www.dot.ca.gov/hq/bep/index.htm>.

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**Proposal is a public record**

By submission of this proposal, proposer acknowledges and agrees that the proposal may be considered a public record and subject to disclosure upon request under the California Public Records Act (Government Code Sections 6250, et seq.).

Proposer agrees it shall indemnify and hold harmless the County, its officers, agents, and employees from any and all claims, costs, liabilities, or damages, including attorney's fees and court costs resulting from County's or proposer's acts or omissions pursuant to its disclosure under the California Public Records Act. Proposer expressly waives any claims, costs, liabilities or damages against the County from this proposal's status, if any, as a public record.

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**Claim that information is proprietary**

In the event proposer believes that specific items in its proposal are proprietary, proposer understands that the County has reservations as to whether any such information may be exempt from disclosure under the California Public Records Act (Government Code Section 6250, et seq.). Proposer must specify, in writing, those items of the proposal which it deems proprietary.

Additionally, proposer agrees that the County may make such disclosure or reproduction of such claimed proprietary information as is deemed necessary or convenient by County, its officers, agents, or employees, for County's use in proposal evaluation and comparison; provided however, if any person makes a request as contemplated by the Public Records Act to review or be provided with copies of such claimed proprietary information or any part thereof, and County denies such requests, immediately upon notification thereof, proposer agrees to defend County and its officers, agents, and employees against any action resulting from denial of such request and agrees to hold County and its officers, agents and employees harmless from any costs, expenses or damages that may result.

If the proposer fails to promptly provide such defense, the County, its officers, agents and employees shall be free to grant such requests, and the proposer shall be deemed to have waived any cause of action whether in law or in equity, that it may have against the County respecting such disclosure.

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## Section B Proposal Rules

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### Rules for submitting a proposal

Proposals will only be accepted from proposers who do the following:

1. Attend the **mandatory** *Pre-Proposal Meeting and Facilities Tour* on June 30, 2015
2. Submit a typed proposal
3. A Complete Proposal consists of the following:
  - Address all the items in the management plan instructions (page 21-23)
  - Use the forms required in Part 1, Section C and provided in Part 2
  - Include the guaranty deposit as specified on page 14
  - Include all the Proposal Items listed on page 12
  - Submit one (1) original and five (5) copies of the proposal, along with one (1) CD or flash drive containing the entire proposal, in a sealed envelope at the location and by the deadline stated on page 5
  - Indicate on the face of the envelope the following information:
    - .. Addressee: Sacramento County Department of AirportsInclude the words for one of the following:
    - “Parking Lot Management Proposal”
    - “Shuttle Bus Management Proposal” or
    - “Combined Parking Lot and Shuttle Bus Management Proposal”
  - .. The name and address of the proposer submitting the proposal

**Warning:** Proposers are warned against making erasures or alterations of any kind to the contents of their proposal. It is important that proposal be submitted in the exact format requested to ensure that evaluation criteria is fairly applied. Proposals which contain omissions, erasures, alterations, conditions, or additions not called for may be rejected.

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### Late proposals

It is the proposer's responsibility to deliver the proposal to the appointed place prior to the proposal deadline. Later delivery of such proposal, regardless of reason, will disqualify the proposer.

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### Modification

Modification of a submitted proposal will be acceptable only if received in writing (including facsimile and email) at the Office of the Director of Airports prior to the proposal deadline. Any modification not received by the proposal deadline (2:00 p.m. August 7, 2015) for any reason shall not be honored.

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## Proposal Rules, Continued

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### Addenda

Discrepancies in, omissions from, or doubts as to the meaning of items in the RFP should be documented and provided, in writing, to the County no later than June 30, 2015.

The County will issue a written addendum to clarify any discrepancies contained in the RFP.

Any written addenda to the RFP issued by the County during the proposal period will be considered a part of this RFP. Receipt of addenda shall be acknowledged on the *Administrative Items* form of the Proposal Support Documents (Part 2, page 9).

**Warning:** The County, its officers, agents and employees will not be responsible for any oral instruction, modification or clarification and the proposer shall not be entitled to rely upon such oral communications.

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### Proposal withdrawal

No proposal may be withdrawn until the Agreement has been executed on behalf of the successful proposer and the County.

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### Collusion prohibited

More than one proposal from any individual, firm, partnership, corporation, or association, under the same or different names will not be considered.

Reasonable grounds for believing that any proposer has a business or financial interest in more than one proposal for the Agreement will cause rejection of all proposals in which such proposer has such interest. If there is reason to believe that collusion exists among proposers, none of the participants in such collusion will be considered.

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**Proposal Rules, Continued**

**Corporate proposers**

Corporate proposers must obtain and maintain in full force and effect the required licenses, applicable permits and authorizations to do business in the State of California for all the operations and activities required by the Agreement.

**Required signatures & related information**

The table below indicates the required signatures and related information required by the County on the *Letter to the Board of Supervisors* (page 20) of the proposal.

<i><b>If the proposal is made by...</b></i>	<i><b>Then signature(s) are required on page 20 from...</b></i>	<i><b>And the proposal shall include...</b></i>
an individual	the individual making the proposal	his/her name and principal office address and phone number on page 26.
a partnership	at least one of the general partners	The type and of partnership and its post office address on page 29.
a corporation	an officer authorized to execute contracts on behalf of the corporation	<ul style="list-style-type: none"> <li>· the name and title of the officer signing on behalf of the corporation, and</li> <li>· the state in which the corporation is chartered, and</li> <li>· a certified copy of the relevant portion of the bylaws or resolution of the Board of Directors of the corporation showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation (page 30)</li> </ul>
a joint venture	authorized representative of all joint ventures	<ul style="list-style-type: none"> <li>· name and address of participants on page 31</li> <li>· document empowering the signatories to execute the proposal and bind the joint venture</li> </ul>
an association	an officer authorized to execute contracts on behalf of the association	<ul style="list-style-type: none"> <li>the name and title of the officer signing on behalf of the association, and</li> <li>· the purpose of the association, and the document empowering the signatories to execute the proposal and bind the association, and</li> <li>the association bylaws, if applicable (page 32)</li> </ul>

**Proposal Rules, Continued**

**Proposer's responsibility**      The proposer shall carefully examine the terms of the RFP and shall judge for himself/herself all of the circumstances and conditions affecting his/her proposal.

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**Right to reject**      The County reserves the right to reject any or all proposals received.

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**Right to cancel**      The County reserves the right to cancel the award of the Agreement without liability to the proposer at any time before the Agreement has been fully executed by all parties and approved by the County Board of Supervisors.

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## Section C

### Items to Be Included in Proposals

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**Purpose**

The items required in each proposal are necessary to provide the County with evidence that the proposer has the necessary qualifications and financial resources to fulfill the conditions of the Agreement(s).

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**Proposal items**

Each proposer must submit the information stipulated below together with the forms described in this RFP. It is necessary for each response to be as concise as possible; therefore:

- 1) A proposal for one operation (either Parking Lot or Shuttle Bus) shall not exceed 75 total pages.
- 2) A proposal for both operations shall not exceed 100 total pages.

These maximum limits do not include covers, tables of contents, transmittal letters and section dividers. Each page shall be single-sided and spaced 1 ½ spaces between each line. Do not submit marketing materials such as color advertisements. They will not be reviewed in the evaluation of proposals.

A Complete Proposal includes the following items, filled out in their entirety, as applicable:

- **All of Part 2, Section A - Proposal Support Documents**  
(pages 19 through 25)
  - .. Administrative Items (any addenda received must be filled in)
  - .. Letter to Board of Supervisors
  - .. Management Plan\*
  - .. Warranties
  - .. Guaranty Deposit
- **Applicable Portions of Part 2, Section B - Business Organization**  
(pages 26 through 32)
  - .. All proposers shall submit a completed *General Information* form, then fill out the remaining forms that pertain to the proposer's type of business entity (*Example: If business entity is a corporation, fill out the General Information form, the Corporation Statement and attach a certified copy of the relevant portion of the bylaws*).
  - .. If the proposer has DBE participation, please include a copy of the DBE certificate. (*This information will be used only for reporting DBE participation to the Federal Aviation Administration*).

**Proposal items continued**

**All of Part 2, Section C - Qualifications Statement**

(pages 33 through 42)

- .. Business Experience
- .. Financial Information, including certified financial statements for the two most recently completed fiscal years
- .. References – Including three (3) letters from airport references and at least (1) one bank reference
- .. Criminal Convictions, if any
- **Additional Information\*** (limited to 20 pages)
  - .. Information must be pertinent to evaluation of proposal

***\* The management plan and any additional information submitted with the proposal shall be clearly identified with the proposer's name, date of proposal and the words "Parking Lot Management Proposal", "Shuttle Bus Management Proposal" or "Parking Lot and Shuttle Bus Management Proposal."***

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**Incomplete proposal**

Failure to answer all questions completely and furnish all information required, as outlined above, may result in disqualification of the proposer.

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**County right to investigate**

The County reserves the right to conduct a thorough investigation to verify the qualifications and financial resources of each proposer.

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## Section D Guaranty Deposit

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**Deposit  
required**

Each proposal must be accompanied by a non-expiring guaranty deposit as outlined below:

<i><b>If the proposer supplies a...</b></i>	<i><b>Then it should be...</b></i>
Warrant	<ul style="list-style-type: none"> <li>· In the form of a certified check or cashier's check</li> <li>· In the amount of \$10,000.00</li> <li>· Made payable to the County of Sacramento</li> </ul>
Standard Commercial Guaranty Bond	<ul style="list-style-type: none"> <li>· Written by a company authorized to do business in the State of California</li> <li>· In the amount of \$10,000.00</li> <li>· Name the County of Sacramento as obligee</li> </ul>

NOTE: In the event the County cancels the award of the Agreement prior to execution, all proposers' guaranty deposits will be returned.

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**Successful  
proposer's  
guaranty  
deposit**

The County will release or return the successful proposer's guaranty deposit within thirty (30) days after both parties have executed the Agreement.

<i><b>If the successful proposer...</b></i>	<i><b>Then the guaranty deposit or bond will be...</b></i>
Executes and returns the Agreement	Refunded to the proposer
Fails to execute and return the Agreement within ten (10) business days of receipt of the Agreement	Forfeited to and retained by the County as liquidated damages

No pleas by the proposer of error or mistake in the proposal shall be available to the proposer as a basis for recovery of the deposit.

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**Unsuccessful  
proposer's  
guaranty  
deposit**

Guaranty deposits from the unsuccessful proposers will be returned or released within thirty (30) days of execution of an Agreement with the successful proposer(s).

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## Section E Evaluation of Proposals

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### Minimum qualifications for proposers

To be qualified as a proposer for this RFP, each proposer must meet or exceed the following minimum qualifications by no later than the proposal deadline:

For Parking Lot Management Agreement Proposers:

The proposer must have a minimum of three (3) continuous years of airport experience in the past ten (10) years in operating and managing commercial parking lot operations using a computerized parking lot access revenue control system. At least one location used to demonstrate the above identified operating and managing experience, must have had at least 6,000 parking stalls whether on surface lots or a parking garage and annual revenues in excess of \$10,000,000. Also, the proposer must have had responsibility for collection and accounting of parking lot revenue as well as responsibility for operating and maintaining the parking lot revenue control equipment.

For Shuttle Bus Management Agreement Proposers:

The proposer must demonstrate and prove that it has a minimum of three (3) continuous years of experience in the past ten (10) years in operating and managing a public use airport shuttle bus operation. The shuttle bus operation must have consisted of multiple buses traveling simultaneously meeting certain service interval performance criteria and serving several stops while being under the control of a dispatcher. Furthermore, the buses used must have had the following: 1) a seating capacity of no less than 20 passengers; 2) air-brakes; and 3) ADA-approved equipment to accommodate disabled passengers.

For Parking Lot and Shuttle Bus Management Agreement Proposers:

The proposer must demonstrate and prove that it meets the Minimum Qualifications for both the Parking Lot and Shuttle Bus Management Agreements as detailed above.

**Each proposal must clearly demonstrate that the Proposer meets the Minimum Qualifications as detailed above. Proposals that do not meet the Minimum Qualifications will not be subject to further evaluation.**

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### Evaluation process

All proposals submitted by entities meeting the Minimum Qualifications will be reviewed by an Evaluation Panel (Panel). The Panel will evaluate the proposals using the Evaluation Criteria outlined below. The Panel will then recommend its selection to the Director for recommendation to the Sacramento County Board of Supervisors.



## Evaluation of Proposers, continued

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### **Proposer interviews**

After evaluation of written submissions, the Panel may select finalists to be interviewed. If finalists are interviewed, the interviews are expected to be held the week of August 24-28, 2015. Finalists will be notified of the time and location of their interview. If a proposer is not invited to an interview, it does not mean that they have been eliminated from consideration.

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### **Evaluation Criteria & Relative Weight**

The Panel will consider the following factors listed below in evaluation of submitted proposals. The relative weight for each Evaluation Criterion is also provided below:

- Management Plan
  - Operating Plan – 35 points
  - Proposed Costs – 25 points
- Qualifications and relevant experience – 20 points
- Financial resources and accountability – 20 points

Total points available - 100 points

Up to ten (10) extra points may be awarded to proposals that include implementation of incentive programs in the management plans to reduce the County's overall cost of the Parking and/or Shuttle Bus Management operation for a maximum of 110 points.

It should be noted that the Agreement will not be awarded merely on the basis of the lowest costs proposed. All information and materials submitted will be taken into consideration.

Preference will be given to proposers who are proposing to manage both operations.

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## Evaluation of Proposers, continued

### **Causes for Disqualification**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following, among others; may be considered sufficient for the disqualification of proposer and the rejection of the proposal:

- √ Evidence of collusion among proposers.
- √ Incomplete proposal.
- √ Proposer or proposer's representative(s) contact with any County representative (other than the designated contact person – Teddy Young), during this proposal process.
- √ Non-submittal of required deposit or submittal in a form other than a cashier's check, certified check or guaranty bond.
- √ Lack of business skills or financial resources necessary to operate this business successfully, as revealed by either financial statements or experience.
- √ Lack of responsibility as shown by past work references or other factors.
- √ Default or termination of other contracts or agreements.
- √ Omission, inaccuracy, misstatement, or incomplete proposal.
- √ Other causes as the County deems appropriate at the County's sole and absolute discretion.
- √ Failure to submit proposal by the stated deadline.

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### **Additional information**

The County may request submission of additional information to assist it in evaluating a proposal. The proposer shall cooperate fully with such a request and provide requested information within two (2) business days.

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### **Analytical techniques**

The County may employ such analytical techniques and professional consultants for proposal evaluation as it deems necessary.

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### **Board's decision final**

The County intends to award the Agreement(s) to the best qualified proposer(s) making the proposal that will best serve the interest of the County. Such decision will be made by the Board of Supervisors in its sole discretion and such decision shall be final. However, the County reserves the right to reject any or all proposals prior to any recommendation to Board of Supervisors.

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## PART 2 Proposal

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**Overview**

Part 2 provides the proposal forms for responding to the County of Sacramento's Request for Proposals (RFP) for an *Agreement for Parking Lot Management and/or Shuttle Bus Management Services* - Sacramento International Airport.

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**In this part**

Each proposer shall complete and submit all applicable forms contained in Part 2 listed in the table below:

Section	Topic Form	Page
A	Proposal Support Documents <ul style="list-style-type: none"><li>• Administrative Items</li><li>• Letter to the Board of Supervisors</li><li>• Management Plan</li><li>• Warranties by Proposer</li></ul>	19 20 21 24
B	Business Organization <ul style="list-style-type: none"><li>• General Information</li><li>• DBE Participation</li><li>• Partnership Statement</li><li>• Corporation Statement</li><li>• Joint Venture Statement</li><li>• Association Statement</li></ul>	26 28 29 30 31 32
C	Qualifications Statement <ul style="list-style-type: none"><li>• Business Experience</li><li>• Financial Information</li><li>• References</li><li>• Felony Convictions</li></ul>	33 35 39 42

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# Section A Proposal Support Documents

## Administrative Items

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**Instructions** Each proposer shall submit a Complete Proposal. Each proposal shall be sealed, clearly marked and contain all the items listed on page 12 of Part 1.

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**Affirmation** By signing the *Letter to the Board of Supervisors* (page 20) and submitting a complete proposal (items listed on page 12), the proposer gives the following assurances and information and covenants that the proposer is fully qualified to provide the required parking lot and/or shuttle bus management service at Sacramento International Airport. The proposer further affirms that the following submitted information is true and accurate and may be relied upon by the County in evaluating the proposal.

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**Receipt of addenda** Receipt is acknowledged of the following addenda (proposer shall list all addenda received):

- - 
  -
- 

**Right to negotiate** Proposer acknowledges that County retains the right to negotiate any terms and/or conditions of the Agreement prior to execution of the Agreement by the County.

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**Required information** The Management Plan and any additional information submitted with the proposal which are not on the forms provided in Part 2 shall be clearly identified with the following information on each page:

- Proposer's name
  - Date of proposal
  - The words "Parking Lot Management Proposal", "Shuttle Bus Management Proposal" or "Combined Parking Lot and Shuttle Bus Management Proposal."
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# Letter to the Board of Supervisors

Date: \_\_\_\_\_, 2015

TO: Honorable Board of Supervisors  
County of Sacramento, California

SUBMITTED BY:

Proposer: \_\_\_\_\_

Proposer's Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**SUBJECT: PROPOSAL FOR AGREEMENT FOR PARKING LOT AND/OR SHUTTLE BUS MANAGEMENT SERVICES AT SACRAMENTO INTERNATIONAL AIRPORT**

I, the undersigned, acknowledge that I have: carefully read, examined and understand the RFP and the attached draft Agreement(s); guarantee our proposal meets or exceeds specifications contained in this RFP document; and warrant that if the proposal is accepted, we will contract with the County of Sacramento in the form of an Agreement for Parking Lot and/or Shuttle Bus Management Services in the form attached and comply with the requirements of the RFP and the executed Agreement. Any exceptions are described in detail and all requested information has been submitted as requested.

I also affirm that I am duly authorized to execute the Agreement(s) contemplated herein; that this company, corporation, firm, partnership, or individual has not prepared this proposal in collusion with any other proposer and that the contents of this proposal including any terms or conditions of said proposal have not been communicated by the undersigned nor any employee or agent to any other proposer or to any other person(s) engaged in this type of business prior to the official opening of the proposal.

Print Name	Print Title	Signature
Print Name	Print Title	Signature
Print Name	Print Title	Signature

(If the proposal is submitted by a corporation the corporate seal must be affixed to this proposal.)

Seal

# Management Plan

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## Instructions for management plan

In place of the following pages, each proposer shall submit a proposal using the exact order contained in the following pages of this RFP. Along with their proposal, each proposer shall submit a management plan to support the requirements of the Parking Lot Management and/or the Shuttle Bus Management Agreement. Such management plan shall consist of two parts: Part One – Operating Plan; and Part Two - Costs:

### For Parking Lot Management:

#### Part One - Operating Plan, shall include but is not limited to:

1. Proposer's plan to perform scope of services listed on Exhibit C in Attachment 1 to include:
  - Operating and managing the Sacramento International Airport Parking Lots, which includes the Managed Fill operation.
  - Coordinating operations with the shuttle bus operator (if different than parking lot operator).
  - Collecting all Parking Lot Fees and Charges (including the secure processing of credit card charges) legally due, and providing bookkeeping and accounting services with respect thereto.
  - Operating and maintaining the Parking Lot revenue control equipment.
  - Removing improperly parked or abandoned vehicles from Parking Lots.
  - Maintaining the Parking Lots so that they are clean and free of litter.
  - Providing customers with battery jump-starts and other reasonable emergency vehicle assistance.
  - Establishing and maintaining a high level of customer service
  - Number and type of vehicles proposer intends to use to perform the scope of services.
2. Proposer's local and off-site management team, including individual experience and qualifications. It is expected that the on-site management team will include at least one (1) manager and that there will always be at least one employee with supervisory status on duty 24 hours a day, 7 days a week.
3. Identification of local and off-site management duties and responsibilities, by individual position, as they relate to operations at Sacramento International Airport.
4. Organizational chart, local and corporate level.
5. Proposer's transition plan for commencement of operations following award of Agreement. *Please note the County is allowing approximately 2 months from award of contract to commencement of operations.*
6. Accounting methods including handling of non-revenue and lost tickets, abandoned vehicles and lien sale vehicles.
7. Cashier and supervisor procedures for cash handling.
8. Detailed preliminary and secondary auditing procedures.
9. Customer service policy and training program.
10. Personnel policies such as employee duties, qualifications, recruitment, hiring, pay scale, training, evaluation, advancement and dismissal.
11. Equal employment opportunity policy.
12. Sexual harassment policy.
13. Safety policy and procedures.

**Part Two – Costs, shall include but are not limited to:**

1. A proposed budget for each year of the five (5) year term of the Agreement and for each year of the one optional period of five (5) years two (2) months. Be sure to detail expenses to be incurred. Include in your proposal any cost-saving incentives from which the County could benefit.
  
2. Proposed management fee stated as a fixed annual fee paid in monthly installments. Do not propose a percentage of gross revenues. The County shall pay the Contractor a management fee in the amount of:  
(write out in words and numbers; one proposal amount for each year of the five (5) year term of the Agreement, including the one optional period of 5 years two (2) months. NOTE: The 10<sup>th</sup> Year of the term constitutes the fourteen (14) months between January 1, 2025 through February 28, 2026.)
  - 1<sup>st</sup> Year \_\_\_\_\_
  - 2<sup>nd</sup> Year \_\_\_\_\_
  - 3<sup>rd</sup> Year \_\_\_\_\_
  - 4<sup>th</sup> Year \_\_\_\_\_
  - 5<sup>th</sup> Year \_\_\_\_\_
  - 6<sup>th</sup> Year (Optional) \_\_\_\_\_
  - 7<sup>th</sup> Year (Optional) \_\_\_\_\_
  - 8<sup>th</sup> Year (Optional) \_\_\_\_\_
  - 9<sup>th</sup> Year (Optional) \_\_\_\_\_
  - 10<sup>th</sup> Year (Optional) \_\_\_\_\_
  
3. Proposed classifications, wages and benefits of on-site staff. Indicate if classifications are unionized and term of existing labor contract(s).
  
4. Proposed incentive(s) to reduce the County’s overall Operating Expenses for the term and extended term of the Agreement, or to reduce the County’s overall cost of the parking lot operations.

**For Shuttle Bus Management:**

**Part One – Operating Plan, shall include but is not limited to:**

1. Proposer’s plan to perform scope of services listed on Exhibit C in Attachment 1. This plan must include a description of contractor’s plan for each component of the Comprehensive Shuttle Operation, including an assurance of high levels of customer service and demand staffing. Also, the operating plan must describe how proposer intends to coordinate operations with the parking lot operator (if different than shuttle bus operator).
2. Identification of vehicles proposer intends to use in order to perform the Shuttle Bus services at Sacramento International Airport.
3. Proposer’s on-site and off-site management team, including individual experience and qualifications. It is expected that the on-site management team will include at least one (1) manager and that there will always be at least one supervisory employee on duty 24 hours a day, 7 days a week.
4. Identification of local and off-site management duties and responsibilities, by individual position, as they relate to operations at Sacramento International Airport.
5. Personnel policies such as employee duties, qualifications, recruitment, hiring, pay scale, benefit package, training (this shall include the schedule for mandatory drivers’ meetings, customer service training and operation of Americans with Disabilities Act (ADA) lift/ramps), evaluation, advancement and dismissal.

6. Organizational chart, local and corporate level.
7. Proposer's transition plan for commencement of operations following award of Agreement. *Please note the County is allowing approximately 2 months from award of contract to commencement of operations.*
8. Methods for accurately tracking expenses and required statistical information for monthly reports.
9. Dispatching methods and proposed technologies.
10. Shuttle Bus GPS and tracking technology used or proposed technological additions or upgrades to shuttle buses.
11. Customer service policy and training program.
12. Equal employment opportunity policy.
13. Sexual harassment policy.
14. Safety policy and practices.

**Part Two – Costs, shall include but is not limited to:**

1. A proposed budget for each year of the five (5) year term of the Agreement, and for each year of the one (1) optional period of five (5) years two (2) months. Be sure to detail expenses to be incurred. Include in your proposal any cost saving incentives from which the County could benefit.
2. Proposed management fee. The County shall pay the Contractor a management fee in the amount of: (write out in words and numbers; one proposal amount for each year of the five (5) year term of the Agreement, including the one optional period of 5 years two (2) months. NOTE: The 10th Year of the term constitutes the fourteen (14) months between January 1, 2025 through February 28, 2026.)
  - 1<sup>st</sup> Year \_\_\_\_\_
  - 2<sup>nd</sup> Year \_\_\_\_\_
  - 3<sup>rd</sup> Year \_\_\_\_\_
  - 4<sup>th</sup> Year \_\_\_\_\_
  - 5<sup>th</sup> Year \_\_\_\_\_
  - 6<sup>th</sup> Year (Optional) \_\_\_\_\_
  - 7<sup>th</sup> Year (Optional) \_\_\_\_\_
  - 8<sup>th</sup> Year (Optional) \_\_\_\_\_
  - 9<sup>th</sup> Year (Optional) \_\_\_\_\_
  - 10<sup>th</sup> Year (Optional) \_\_\_\_\_
3. Proposed classifications, wages and benefits of on-site staff. Indicate if classifications are unionized and term of existing labor contract(s).
4. Proposed incentive(s) to reduce the County's overall Operating Expenses for the term and extended term of the Agreement, or to reduce the County's overall cost of the shuttle bus operations.

**For Combined Parking Lot and Shuttle Bus Management:**

Include all of Part One and Part Two for the Parking Lot and all of Part One and Part Two for the Shuttle Bus Management Plans as detailed above; however, be sure to include any benefits to the County for awarding a contract for a combined operation. Detail how your company proposes to manage both the Parking Lot and Shuttle Bus operations as one cohesive unit and what impact(s) this would have on the proposed budget and proposed management fee.



## Warranties by Proposer

---

**Guaranty deposit or bond**

Proposer warrants and agrees that attached bond is a guaranty deposit in the form of \_\_\_\_\_ certified check, or \_\_\_\_\_ cashier's check, or \_\_\_\_\_ standard commercial guaranty bond payable to the County of Sacramento in the amount of \$10,000.

---

**Capability to perform**

Proposer has carefully read and fully understands the Agreement(s) and has the capability to carry out all of the responsibilities set forth therein.

---

**Qualifications statement**

The accompanying *Qualifications Statement* forms (Section C) have been completed to the best of proposer's abilities.

---

**County right to investigate**

By submission of this proposal, proposer(s) acknowledges that the County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the *Qualifications Statement*. Proposer(s) authorizes the release of any and all information sought in such inquiry or investigation to the County.

---

**Successful proposer's ten-day requirement**

The table below indicates what the successful proposer(s) must do within ten (10) days after receipt of the Agreement when offered for execution by County.

Step	Action
1	Sign and return the Agreement
2	Provide evidence of insurance and submit the required performance bond in the amounts specified in the Agreement.

---

## Warranties by Proposer, Continued

---

### **Genuine proposal**

Proposer declares the following by the submission of this proposal:

- The proposal is not made in the business or financial interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.
  - The proposer has not directly or indirectly induced or solicited any other proposer to submit a false or sham proposal, and has not directly or indirectly colluded or agreed to submit a sham proposal or to refrain from submitting a proposal.
  - The proposer has not, directly or indirectly, divulged information or data relative to his/her proposal to any other person, partnership, corporation or association, except to such person or persons that have a business or financial interest in the proposer's general business.
-

# Section B Business Organization

## General Information

---

### Instructions

For Section B, all proposers are required to submit a completed *General Information* form and then fill out the remaining forms that pertain to the proposer's type of business entity (*Example: If business entity is a corporation, fill out the General Information form and the Corporation Statement*).

---

### Business information

Fill in the following information **exactly** as it is to appear on the Agreement; if operating under a fictitious name, so indicate.

Name of Firm: \_\_\_\_\_  
\_\_\_\_\_

Business Purpose of Proposer: \_\_\_\_\_  
\_\_\_\_\_

Principal Office Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone #: \_\_\_\_\_

Facsimile #: \_\_\_\_\_

---

### Form of business entity

Please check the box that describes your business entity.

<input type="checkbox"/>	Individual	<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Joint Venture
<input type="checkbox"/>	Association	<input type="checkbox"/>	Other

---

**General Information, Continued**

---

**Proposer's  
operating name**

The proposer has operated under its current name since \_\_\_\_\_ (mm/dd/yyyy), a period of \_\_\_\_\_ years and \_\_\_\_\_ months, and the proposer (if such be the case) formerly operated under the name:  
\_\_\_\_\_  
\_\_\_\_\_

---

**Proposer's  
unsuccessful  
operations**

The proposer has been unsuccessful in retaining its parking and/or shuttle bus management agreements at the following locations during the past ten years (list all sites where agreements have been terminated, whether or not the proposer sought a subsequent contract).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

**Prior or  
Existing  
Litigation**

The proposer \_\_\_\_\_ has \_\_\_\_\_ has not been involved in litigation in the last ten (10) years. (If the answer is in the affirmative, please identify the business location and give such information as is required to explain the circumstances.)  
\_\_\_\_\_  
\_\_\_\_\_

(use additional sheet to explain circumstances)

---

**Complaint  
History  
(January 1,  
2010 – present)**

Proposer shall list in its proposal a brief description of complaints received about the organization or individuals within the organization for the past 5 years. Proposer shall also provide the corrective action taken and/or resolution for each complaint.

This information will be evaluated by the Panel. The Panel will use whatever analytical techniques deemed necessary including contacting representatives from various agencies to verify accuracy of information provided.

## DBE Participation

---

**Disadvantaged  
Business  
Enterprise (DBE)  
Program**

Pursuant to current Guidance from the United States Department of Transportation with respect to the holding by the 9th Circuit in *Western States Paving Co. v. U.S. Dept. of Transportation*, 407 F. 3d 983 (2005), the County of Sacramento shall operate a race neutral program with respect to DBE participation until such time as the State of California or the County of Sacramento has completed studies required by the 9th Circuit sufficient to support a specific DBE Goal in this business area. (Current Federal Transit Administration/ Department of Transportation Guidance exists in the Federal Register / Vol. 71, No. 56, pages 14775 – 14778.)

Despite the race neutral aspect of our current DBE program, the County continues to encourage DBE participation by County business associates. In the event that the Proposer or any sub-component of the Proposer qualifies as a DBE under traditional federal definitions, the Proposer shall continue to provide records of such DBE participation for County Airport System, State and federal record-keeping purposes. Under these circumstances, we request the following information:

1. The name and address of each DBE that will participate in the project.
2. Certification of DBE status for each DBE on the project.
3. Written and signed confirmation from the DBE that it is participating in the project as described in the Proposal.

## Partnership Statement

---

### Partnership information

If your business is operating as a partnership, please provide the following information.

Date of Organization: \_\_\_\_\_

Type of Partnership:  General  Limited

Business Purpose of Partnership: \_\_\_\_\_

Is Partnership Agreement recorded:  Yes  No

Recorded: \_\_\_\_\_  
                     Date   Book   Page   County   State

Has the Partnership done business in California?  Yes  No

If so, when? \_\_\_\_\_

---

### General Partners' information

Please provide the following information for each General Partner. (Attach additional pages, if necessary)

General Partner's Name and Address	% of Ownership

## Corporation Statement

### Corporation information

If your business is operating as a corporation, please answer the following questions:

When incorporated? \_\_\_\_\_

Where incorporated? \_\_\_\_\_

Is the corporation authorized to do business in California?

\_\_\_\_ Yes \_\_\_\_ No

If yes, as of what date? \_\_\_\_\_

Is the corporation held: \_\_\_\_ Publicly? \_\_\_\_ Privately?

### Directors' information

Please supply the following information for each and every Director. (Attach additional pages, if necessary)

Director's Name & Address	Principal Business Affiliation (Other than Proposer's directorship)

### Officers' information

Please supply the following information for each officer. (Attach additional pages, if necessary)

Officer's Name	Position

### Action required

Please attach a certified copy of the relevant portion of the bylaws or resolution of the Board of Directors of the corporation showing the authority of the Officer signing the proposal to execute contracts on behalf of the corporation.

## Joint Venture Statement

**Joint venture information**

If your business is operating as a joint venture, please provide the following information.

Is Joint Venture Agreement recorded? \_\_\_ Yes \_\_\_ No

Recorded: \_\_\_\_\_  
                     Date   Book Page   County    State

Purpose of Joint Venture:

Has Joint Venture done business in California? \_\_\_ Yes \_\_\_ No

When? \_\_\_\_\_

**Ownership information**

Provide the name and address of each Joint Venturer and percentage of ownership of each. (Attach additional pages, if necessary)

Joint Venturer's Name and Address	% Of Ownership

**Action required**

Please attach the document empowering the signatories to execute the proposal and bind the joint venture.



## Association Statement

**Association information**

If the organization submitting the proposal is operating as an Association, please provide the following information.

Is Association registered with the State of California?

Yes  No

Purpose of Association: \_\_\_\_\_

Has the Association done business in California?

Yes  No

When? \_\_\_\_\_

**Officers' information**

Provide the name and address of each Officer. (Attach additional pages, if necessary)

Officer's Name and Contact Information	Position currently held

**Action required**

Please attach the document empowering the signatories to execute the proposal and bind the Association. Also include the Association bylaws, if applicable.

## Section C Qualifications Statement

### Business Experience for Parking Lot Management

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**Management experience**

The proposer has managed airport parking lot operations for a period of \_\_\_\_\_ continuous years, and the proposer is currently managing or operating parking lot operations at \_\_\_\_\_ (indicate how many) locations.

*(use additional sheet for other locations not to exceed six total locations)*

<p style="text-align: center;"><b>Location of Lot</b></p> <p>Airport Location (circle one) yes or no</p>	<p style="text-align: center;"><b>Owner of Lot *</b></p>
<p style="text-align: center;"><b>Dates Operated Lot</b></p> <p>From</p> <p>To</p>	<p style="text-align: center;"><b>Number of Lots and Spaces in each Lot</b></p>
<p style="text-align: center;"><b>Method and amount of reimbursement/ Management Fee</b></p>	<p style="text-align: center;"><b>Owner's Gross Revenue</b></p>
<p style="text-align: center;"><b>Average Annual Operating Budget</b></p>	<p style="text-align: center;"><b>Number of Years Proposer Operated Within or Under Established Budget</b></p>

\* Include Name, Title, and Phone number of person to contact for reference

---

## Business Experience for Shuttle Bus Management

### Management experience

The proposer has managed airport shuttle bus operations for a period of \_\_\_\_\_ continuous years, and the proposer is currently managing or operating airport shuttle operations at \_\_\_\_\_ (indicate how many) locations. The proposer is currently operating \_\_\_\_\_ total shuttle buses with 20 seats or more.

Please list locations of airport shuttle bus operations currently or previously managed or operated by proposer:

*(use additional sheet for other locations not to exceed six locations total)*

Shuttle Bus Operations Business Experience	
<b>Location of Operation:</b>	<b>Operated on behalf of:</b>  Reference:  Phone:
<b>Dates Operated:</b>  From  To	<b>Number of Buses with 20 seats or more:</b>  <b>Number of Buses with Air Brakes:</b>  <b>Number of ADA-equipped Buses:</b>
<b>Method &amp; Amount of Compensation:</b>	
<b>Average Annual Operating Budget:</b>	<b>Number of Years Proposer Operated Within or Under Established Budget:</b>

## Financial Information

---

### **Disclosure of financial information**

In the event the proposer requests that the County receive and maintain any of the following financial information in confidence, the proposer understands that the County has reservations as to whether any such information may be exempt from disclosure under the California Public Records Act (Government Code Sections 6250, et seq.).

The proposer agrees that the County may make such disclosure or reproduction of such financial information as is deemed necessary or convenient by County, its officers, agents, or employees, for County's use in proposal evaluation and comparison; provided however, if any person makes a request as contemplated by the Public Records Act to review or be provided with copies of such financial information or any part thereof, and County denies such requests, immediately upon notification thereof, the proposer agrees to defend County and its officers, agents, and employees against any action resulting from denial of such request and agrees to hold County and its officers, agents and employees harmless from any costs, expenses and damages that may result.

If the proposer fails to promptly provide such defense, the County, its officers, agents, and employees shall be free to grant such requests, and the proposer shall be deemed to have waived any cause of action whether in law or in equity, that it may have against the County respecting such disclosure.

---

### **Hold harmless**

The proposer agrees it shall indemnify and hold harmless the County, its officers, agents, and employees from any and all claims, costs, liabilities, or damages, including attorney's fees and court costs resulting from County's or proposer's acts or omissions pursuant to its disclosure under the California Public Records Act.

---

### **Submittal of financial statements**

For the purpose of establishing a clear picture of the proposer's comparative financial capability and current fiscal operating position, the proposer herewith submits financial statements including profit and loss statements for the two (2) most recently completed fiscal years.

Each such statement either bears the certification of the independent Certified Public Accountant who originally audited and certified such statements or the signature of the proposer's Chief Financial Officer if such statements are unaudited.

**Financial Information, Continued**

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**Bond or surety canceled or forfeited**

The proposer \_\_\_ has \_\_\_ has never had a bond or surety cancelled or forfeited. If the response is in the affirmative, state the following:

Name of Bonding Company: \_\_\_\_\_

Date cancelled: \_\_\_\_\_

Amount of Bond: \_\_\_\_\_

Reason for cancellation or forfeiture: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Bankruptcy**

The proposer \_\_\_ has \_\_\_ has never been adjudged a bankrupt (Chapter 7), or petitioned the court for relief under the Bankruptcy Code or Act for either business reorganization (Chapter 11) or the Wage Earner's Plan (Chapter 13). If the response is in the affirmative, state the following:

Date petition filed: \_\_\_\_\_

Case number and jurisdiction: \_\_\_\_\_

Amount of liabilities and debts: \_\_\_\_\_

Date of discharge or successful completion of reorganization or wage earner's plan: \_\_\_\_\_

Current status: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Financial Information, Continued

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### **Unfavorable audit**

The proposer \_\_\_ has \_\_\_ has never received an unfavorable audit of its financial performance in conjunction with contractual agreements. Unfavorable here is defined as an error in payment equal to or in excess of three percent. If the response is affirmative, please state the following:

Name of Business: \_\_\_\_\_

Location of business: \_\_\_\_\_

Date of audit: \_\_\_\_\_

Explanation of audit discrepancy: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **Payment Card Industry (PCI) Compliance**

The proposer \_\_\_ is \_\_\_ is not certified and familiar in PCI standards and security and \_\_\_ has not \_\_\_ has received a PCI violation in conjunction with its contractual agreements. If the response is affirmative, please state the following:

Name of Business: \_\_\_\_\_

Location of business: \_\_\_\_\_

Date of violation: \_\_\_\_\_

Explanation of violation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Financial Information, Continued**

**Fraud,  
embezzlement,  
or other cash  
handling  
incidents**

---

The proposer and/or any of proposer's employees \_\_\_ has \_\_\_ has never had any occurrences of fraud, embezzlement or other cash handling incidents in conjunction with its contractual agreements. If the response is affirmative, please state the following:

Name of Business: \_\_\_\_\_

Location of business: \_\_\_\_\_

Date of incident: \_\_\_\_\_

Explanation of occurrence: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How was the incident addressed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## References

---

### **Business references**

The proposer submits herewith the following list of persons or firms (at least three) with whom the proposer has conducted financial transactions and expense reporting crucial to its parking lot and/or shuttle bus operation during the past two years and who may be contacted by the County. If firms are used, give the name of the department and/or person whom we may contact.

*Important: Proposers are to **attach** a letter of reference from **each** of the persons or firms listed below.*

#### **Business Reference #1**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm/Department: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

#### **Business Reference #2**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm/Department: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

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**References, Continued**

**Business references, continued**

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**Business Reference #3**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm/Department: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

**Bank references**

The proposer herewith submits a letter from each of the following bank references indicating the proposer's credit standing and the proposer's ability to undertake the operation of the proposed Agreement.

*Important: At least **one** bank reference and letter shall be submitted.*

**Bank Reference #1**

Bank Name: \_\_\_\_\_

Branch: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

**References, Continued**

**Bank  
references,  
continued**

---

**Bank Reference #2**

Bank Name: \_\_\_\_\_

Branch: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

**Bank Reference #3**

Bank Name: \_\_\_\_\_

Branch: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

---

## Felony Convictions

### Felony convictions

---

The proposer submits herewith the following information on criminal convictions. State on the next page if any of the management/officers of the organization and on-site management team proposed for this Airport have been convicted of any of the twenty-eight (28) crimes listed below in the last ten (10) years:

1. Forgery of certificates, false marking of aircraft, and other aircraft registration violations;
  2. Interference with air navigation;
  3. Improper transportation of a hazardous material;
  4. Aircraft piracy;
  5. Interference with flight crew members or flight attendants;
  6. Commission of certain crimes aboard an aircraft in flight;
  7. Carrying a weapon or explosive aboard an aircraft;
  8. Conveying false information and threats;
  9. Aircraft piracy outside the special aircraft jurisdiction of the United States;
  10. Lighting violations involving transporting controlled substances;
  11. Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security regulations;
  12. Destruction of an aircraft or aircraft facility;
  13. Murder;
  14. Assault with intent to murder;
  15. Espionage;
  16. Sedition;
  17. Kidnapping or hostage taking;
  18. Treason;
  19. Rape or aggravated sexual abuse;
  20. Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon;
  21. Extortion;
  22. Armed or felony unarmed robbery;
  23. Distribution of, or intent to distribute, a controlled substance;
  24. Felony arson;
  25. A felony involving a threat;
  26. Felony involving:
    - a. Willful destruction of property;
    - b. Importation or manufacture of a controlled substance;
    - c. Burglary;
    - d. Theft;
    - e. Dishonesty, fraud or misrepresentation;
    - f. Possession or distribution of stolen property;
    - g. Aggravated assault;
    - h. Bribery; and;
    - i. Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than 1 year
  27. Violence at international airports or;
  28. Conspiracy or attempt to commit any of the criminal acts referred to in clauses 1 through 27.
-

## Felony Convictions, Continued

---

### Felony convictions

The proposer submits herewith the following information on felony convictions (for the individual if proposer is an individual, for each General Partner if the proposer is a partnership, for each Joint Venture party if proposer is a joint venture, for each Corporate Officer if proposer is a corporation, for each Officer if proposer is an Association).

The proposer \_\_\_ has \_\_\_ has not had any felony convictions. If the answer is "has", provide the information below.

Name	Date	Offense	Disposition

---

### Evaluation of information

The proposer agrees that the County's evaluation of the proposer's responsibility under this proposal will include an evaluation of the information furnished above, for the purpose of determining whether the airport parking lot and/or shuttle bus management operations as proposed by the proposer would be operated in a law-abiding manner and in a manner not subjecting County or the public to risk of harm or criminal, deceitful, or otherwise unethical practices.

---

## **Attachment 1**

### **Agreement for Parking Lot and/or Shuttle Bus Management Services for Sacramento County Department of Airports**

#### **Sacramento International Airport**



DEPARTMENT OF AIRPORTS

**AGREEMENT FOR PARKING LOT  
AND/OR SHUTTLE BUS MANAGEMENT  
SERVICES**

***SACRAMENTO INTERNATIONAL AIRPORT***

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**TABLE OF CONTENTS**

**ARTICLE 1 .....3**

**DEFINITIONS.....3**

1.01 AGREEMENT .....3

1.02 AGREEMENT YEAR.....3

1.03 AIRPORT .....3

1.04 ASSIGNED PREMISES.....3

1.05 COMMENCEMENT DATE .....3

1.06 COMPREHENSIVE SHUTTLE BUS OPERATIONS .....3

1.07 DIRECTOR.....3

1.08 DOT .....3

1.09 EQUIPMENT AND VEHICLES.....3

1.10 FAA .....4

1.11 FISCAL YEAR .....4

1.12 GROSS RECEIPTS .....4

1.13 MANAGED FILL .....4

1.14 NON-REIMBURSABLE EXPENSE .....4

1.15 OFF-AIRPORT RENTAL CAR COMPANY .....4

1.16 ON-AIRPORT RENTAL CAR COMPANIES.....4

1.17 OPERATING EXPENSE .....4

1.18 PARKING LOT FEES AND CHARGES .....5

1.19 PARKING LOTS .....5

1.20 REIMBURSABLE EXPENSE .....5

1.21 RENTAL CAR BUILDING .....5

1.22 SIGN .....5

1.23 STATE.....5

1.24 TERMINAL BUILDINGS.....5

1.25 TSA .....6

**ARTICLE 2 .....7**

**SPECIAL CONDITIONS.....7**

2.01 TERM .....7

    A. COMMENCEMENT .....7

    B. OPTIONS TO EXTEND TERM.....7

2.02 BASIC COMPENSATION .....7

    A. MANAGEMENT FEES.....7

    B. COST REDUCTION – INCENTIVE BASED MANAGEMENT FEE.....7

    C. OPERATING EXPENSES.....8

    D. BILLINGS AND PAYMENTS .....8

    E. DISPUTED BILLINGS .....8

    F. ADDITIONAL FEES, CHARGES, AND RENTALS .....8

2.03 SCOPE OF SERVICES .....9

    A. PARKING LOT MANAGEMENT.....9

    B. SHUTTLE BUS MANAGEMENT .....9

2.04 GENERAL OPERATION & SERVICE REQUIREMENTS.....9

    A. APPEARANCE AND BEHAVIOR OF PERSONNEL.....9

    B. CONFIDENTIALITY .....9

    C. CONSUMABLE SUPPLIES.....10

    D. CRIMINAL BACKGROUND CHECK .....10

    E. DRUG FREE WORKPLACE .....10

    F. EMPLOYEE RECOGNITION PROGRAM .....10

    G. EMPLOYEE PARKING .....11

    H. EMPLOYEE TRAINING PROGRAM .....11

    I. OFFICE EQUIPMENT & FURNITURE.....11

    J. REMOVAL OF CONTRACTOR’S EMPLOYEES .....11

    K. THEFT & CRIMINAL ACTIVITY .....12

    L. TIPS & GRATUITIES .....12

M.	COMPLIANCE WITH LAWS & AIRPORT RULES.....	12
N.	NO SMOKING.....	12
O.	SANITATION.....	12
P.	NOTICE OF PERSONNEL CHANGES.....	13
Q.	ACCIDENTS.....	13
2.05	PERFORMANCE STANDARDS.....	13
A.	STANDARDS.....	13
B.	LIQUIDATED DAMAGES FOR BREACHES OF PERFORMANCE STANDARDS.....	15
C.	PROCEDURE FOR DECLARING PERFORMANCE STANDARDS BREACHES.....	16
2.06	ASSIGNED PREMISES.....	16
2.07	NOTICE.....	16
2.08	PERFORMANCE BOND.....	17
2.09	BUDGETS, REPORTS, RECORDS, AND AUDIT.....	17
A.	BUDGET.....	17
B.	MONTHLY REPORTS.....	17
C.	ANNUAL REPORTS.....	18
D.	DAILY, WEEKLY, AND MISCELLANEOUS REPORTS.....	18
E.	INDUSTRY STATISTICS REPORTS.....	19
F.	RECORDS.....	19
G.	AUDIT.....	20
<b>ARTICLE 3.....</b>		<b>21</b>
<b>GENERAL CONDITIONS.....</b>		<b>21</b>
3.01	ACCEPTANCE OF ASSIGNED PREMISES.....	21
3.02	ACCORD AND SATISFACTION.....	21
3.03	ADDITIONAL FEES, CHARGES AND RENTALS.....	21
3.04	AIRPORT SECURITY.....	21
3.05	AMENDMENT REQUIRED BY FAA OR TSA.....	22
3.06	APPLICABLE LAW.....	22
3.07	ASSIGNMENT AND SUBLETTING.....	23
3.08	ASSURANCES REQUIRED BY FAA.....	23
3.09	AUTHORITY OF THE DIRECTOR.....	23
3.10	COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.....	23
3.11	CONTRACTOR INDEMNIFICATION OF COUNTY.....	23
3.12	CONSENT.....	24
3.13	COUNTY'S REMEDIES.....	24
3.14	COUNTY'S RIGHT TO PERFORM CONTRACTOR'S OBLIGATIONS.....	24
3.15	CUMULATIVE REMEDIES.....	25
3.16	DAMAGE OR DESTRUCTION OF ASSIGNED PREMISES.....	25
A.	RESTORATION OF IMPROVEMENTS, TRADE FIXTURES OR PERSONAL PROPERTY.....	25
B.	REMOVAL OF DAMAGED PROPERTY.....	25
C.	OPTION TO TERMINATE CONTRACTOR'S INTEREST UPON DAMAGE OR DESTRUCTION.....	25
3.17	DUPLICATE COUNTERPARTS.....	26
3.18	ENTIRE AGREEMENT.....	26
3.19	EARLY TERMINATION BY CONTRACTOR.....	26
3.20	EARLY TERMINATION BY COUNTY.....	27
3.21	ENVIRONMENTAL REQUIREMENTS.....	27
A.	CONTRACTOR'S COMPLIANCE WITH ENVIRONMENTAL LAWS.....	27
B.	DIRECTOR'S CONSENT REQUIRED.....	28
C.	ENVIRONMENTAL AUDIT.....	28
D.	HAZARDOUS MATERIAL STORAGE PERMIT.....	28
E.	INDEMNIFICATION BY CONTRACTOR.....	28
F.	NOTICES.....	29
G.	RIGHT OF ENTRY.....	29
H.	NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM.....	29
I.	NOISE CONTROL.....	29
J.	NUISANCE AND WASTE.....	29
3.22	FORCE MAJEURE.....	29
3.23	HEADINGS.....	29



3.24	IMPROVEMENTS BY CONTRACTOR.....	30
A.	GENERAL.....	30
B.	PRELIMINARY PLANS.....	30
C.	REVIEW OF AND COMMENT ON PRELIMINARY PLANS .....	30
D.	FINAL PLANS .....	30
E.	APPROVAL OF FINAL PLANS.....	31
F.	MODIFICATION OF FINAL PLANS .....	31
G.	NOTICE OF COMPLETION .....	31
H.	AS-CONSTRUCTED/RECORD DRAWINGS .....	31
I.	REMOVAL OF UNAPPROVED IMPROVEMENTS.....	31
J.	TITLE TO IMPROVEMENTS .....	31
3.25	IMPROVEMENTS BY COUNTY.....	32
3.26	INCORPORATION OF EXHIBITS .....	32
3.27	INDEPENDENT CONTRACTOR.....	32
3.28	INSURANCE.....	32
3.29	INTERPRETATION OF AGREEMENT .....	32
3.30	INVALID PROVISIONS.....	32
3.31	LICENSES AND PERMITS .....	33
3.32	LIMITATIONS ON USE OF ASSIGNED PREMISES.....	33
3.33	LIQUIDATED DAMAGES FROM LATE PAYMENTS .....	33
3.34	NEGATION OF PARTNERSHIP .....	33
3.35	NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES.....	33
3.36	NONEXCLUSIVE RIGHTS.....	34
3.37	NON-WAIVER OF RIGHTS .....	34
3.38	NOTICE OF CLAIMS AND SUIT .....	34
3.39	NO WARRANTY RE AIRPORT.....	35
3.40	PATENTS AND TRADEMARKS .....	35
3.41	PRIOR DAMAGES AND VESTED RIGHTS.....	35
3.42	PROHIBITION OF LIENS.....	35
3.43	PROPERTY RIGHTS .....	35
A.	CONTRACTOR'S IMPROVEMENTS DURING TERM.....	35
B.	PROPERTY RIGHTS ON TERMINATION BY COUNTY .....	36
C.	OPTION FOR REMOVAL OF IMPROVEMENTS .....	36
3.44	REGULATIONS AND RESTRICTIONS.....	36
3.45	RELEASE OF LIABILITY .....	36
3.46	REMOVAL OF CONTRACTOR'S PROPERTY.....	36
3.47	RETENTION OF RECORDS .....	36
3.48	RIGHT OF ACCESS .....	37
3.49	RIGHT TO NONEXCLUSIVE USE OF AIRPORT.....	37
3.50	RISK REDUCTION .....	37
3.51	SIGNS.....	37
3.52	STATEMENT REGARDING A CERTIFIED ACCESS SPECIALIST.....	37
3.53	SUCCESSORS AND ASSIGNS.....	38
3.54	SURRENDER OF ASSIGNED PREMISES .....	38
3.55	TAXES.....	38
A.	POSSESSORY INTEREST AND PROPERTY TAXATION.....	38
B.	RIGHT TO CONTEST TAXES.....	38
3.56	TIME OF THE ESSENCE .....	38
3.57	TITLE TO THE ASSIGNED PREMISES .....	38
3.58	VEHICLE AND EQUIPMENT PARKING .....	39
3.59	EXECUTION OF AGREEMENT.....	40

**EXHIBITS:**

- EXHIBIT A – Contractor’s Proposal
- EXHIBIT B – Assigned Premises
- EXHIBIT C – Scope of Services
- EXHIBIT D – FAA Airport Assurances
- EXHIBIT E – Insurance Requirements

**AGREEMENT FOR PARKING LOT MANAGEMENT AND/OR SHUTTLE BUS  
MANAGEMENT SERVICES**

**SACRAMENTO INTERNATIONAL AIRPORT**

**THIS AGREEMENT** is made and entered into, by and between the County of Sacramento, a political subdivision of the State of California (County), and \_\_\_\_\_, a [corporation/partnership/joint venture] organized and existing under the laws of the State of \_\_\_\_\_, and authorized to do business in the State of California (Contractor).

**WHEREAS**, County is owner of the Sacramento International Airport (Airport), located in the County of Sacramento and such Airport is operated by the Sacramento County Department of Airports (Department); and

**WHEREAS**, the County desires to obtain the services of a parking lot management company and/or a shuttle bus management company to manage the Parking Lots and/or Comprehensive Shuttle Bus Operations at Airport; and

**WHEREAS**, Contractor has the necessary qualifications, experience, expertise, familiarity with the Airport, and personnel to accomplish the objectives set forth; and

**WHEREAS**, pursuant to Government Code Section 31000, the County is authorized to contract for specific special services with persons specially trained, experienced and competent to perform such services; and

**WHEREAS**, the services described herein are not services that have been provided by County employees in the past and are therefore not subject to the requirements of County Charter Section 71-J; and

**WHEREAS**, on May \_\_\_\_\_, 2015 County issued a Parking Lot Management and/or Shuttle Bus Management Agreement Request for Proposals (RFP); and

**WHEREAS**, pursuant to the described RFP, Contractor submitted a proposal to County dated \_\_\_\_\_, 2015 for the right to provide the services outlined in this Agreement, hereinafter referred to and incorporated as EXHIBIT A; and

**WHEREAS**, via Resolution #2015-\_\_\_\_\_, the Sacramento County Board of Supervisors authorized the Director of Airports (Director) to execute the Parking Lot Management and/or Shuttle Bus Management Services Agreement with Contractor; and

**WHEREAS**, County and Contractor desire to enter into this Agreement on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the promises, terms, conditions, and covenants set forth herein below, County and Contractor hereby mutually agree as follows:

# ARTICLE 1

## Definitions

As used herein, the following words and phrases shall have the meanings set forth below:

### **1.01 Agreement**

“Agreement” means this written Agreement for Parking Lot Management and/or Shuttle Bus Management Services between the County and Contractor covering the management of the Parking Lot and/or Comprehensive Shuttle Bus Operations at the Airport.

### **1.02 Agreement Year**

“Agreement Year” means January 1 to December 31 for each year during the term of agreement. The last year of the extended term, if exercised, will be January 1, 2025 to February 28, 2026.

### **1.03 Airport**

“Airport” means Sacramento International Airport.

### **1.04 Assigned Premises**

“Assigned Premises” means those certain premises at the Airport, more particularly described in Section 2.05, and shown on EXHIBIT B, attached hereto and incorporated herein by this reference.

### **1.05 Commencement Date**

“Commencement Date” means January 1, 2016.

### **1.06 Comprehensive Shuttle Bus Operations**

“Comprehensive Shuttle Bus Operations” shall mean shuttle bus service for the transportation of the following: 1) rental car customers between the Terminal Buildings and the Rental Car Building(s) (hereafter “Rental Car Shuttle Operations”); 2) Parking Lot customers between the Terminal Buildings and the Parking Lots (hereafter “Parking Shuttle Operations”); 3) Airport employees between the Terminal Buildings and the Employee Parking Lot(s) (hereafter “Employee Shuttle Operations”);

### **1.07 Director**

“Director” means the Director of Airports of the Sacramento County Department of Airports, and his/her authorized representatives.

### **1.08 DOT**

“DOT” means the Department of Transportation of the United States government and any federal agency succeeding to its jurisdiction.

### **1.09 Equipment and Vehicles**

“Equipment and Vehicles” means any equipment or vehicle required for performance of Contractor duties under this Agreement and which has a useful life of at least three (3) years and a cost of One Thousand and 00/100 Dollars (\$1,000) or more, and such other equipment as the Director may specify or approve in writing. A list of County provided Equipment and Vehicles is included in the Scope of Services, attached as EXHIBIT C, attached hereto and incorporated herein by this reference, and the Director shall have the authority to amend EXHIBIT C by giving written notice to Contractor that reflects additions, deletions or modifications of the Equipment and Vehicles.

### **1.10 FAA**

“FAA” means the Federal Aviation Administration of the United States government and any federal agency succeeding to its jurisdiction.

### **1.11 Fiscal Year**

“Fiscal Year” means July 1 – June 30.

### **1.12 Gross Receipts**

“Gross Receipts” means all monies Contractor collects in the operation of the Airport Parking Lots under the terms and Scope of this Agreement.

### **1.13 Managed Fill**

“Managed Fill” means coordinated zoned-parking and shuttle bus dispatching operation. The operational concept includes:

1. Managing on-site staff to direct incoming parking customers to a zoned area to minimize walking distances and provide the most effective shuttle dispatch.
2. Providing parking direction to zoned-areas through on-site staff and intuitive way-finding measures (dispatching, cones, mobile signs, etc.).
3. Providing the appropriate headways and wait times as outlined in the Scope of Services.
4. Utilizing the shuttle fleet standard designed and imposed by County to accommodate service delivery efficiencies.

### **1.14 Non-reimbursable Expense**

“Non-reimbursable Expense” shall mean those expenses not eligible for payment by County as an Operating Expense as described in Section 1.16 herein below.

### **1.15 Off-Airport Rental Car Company**

“Off-Airport Rental Car Company” shall mean a rental car company which accesses the Airport, either directly or indirectly, for the purpose of supplying rental car services to persons using the Airport where such company does not have a multi-year concession and lease agreement with the County covering the use and occupancy of facilities at the Airport and the payment of concessions fees.

### **1.16 On-Airport Rental Car Companies**

“On-Airport Rental Car Contractors” shall mean those business entities providing rental car services on the Airport, which have executed multi-year concession and lease agreements with the County covering the use and occupancy of facilities at the Airport and the payment of concession fees.

### **1.17 Operating Expense**

“Operating Expense” means a reasonable expense necessarily incurred by Contractor in performance of this Agreement, as approved in writing by the Director. Such expenses shall include but may not be limited to salaries, wages and benefits of on-site personnel engaged in the performance of services at the airport; maintenance and repair required of Contractor by this Agreement; utility costs, office supply costs, County-approved out-of-town training expenses, telephone costs incurred in the performance of this Agreement; and taxes. Operating Expense shall not include Liquidated Damages for Breaches of Performance Standard or any other cost, loss, expense, damage or injury which in the sole discretion of the Director is not appropriately considered an Operating Expense.

Contractor shall make its best effort to conserve expenses through soliciting competitive bids on office supplies and other expense items as determined by the Director. Such bids shall be furnished to the County for its review upon request by the Director.

Operating Expense shall not include: entertainment, liquor, gifts or other gratuities; unapproved out-of-town travel expense; salaries, wages and benefits of Contractor's personnel who are not exclusively assigned to on-site duties at Airport; insurance; insurance deductibles; bonds of personnel performing the services required by this Agreement; any other cost, loss, expense, damage or injury for which Contractor is responsible under the terms of this Agreement; or any fees or penalties imposed by governmental agencies. No Operating Expense will be reimbursed without Contractor supplying supporting documentation to County.

### **1.18 Parking Lot Fees and Charges**

All monetary amounts established by County, whether now in effect or hereafter adopted, imposed for or in connection with use of the Parking Lots, including, but not necessarily limited to, rates based on time of use, whether hourly, daily, monthly or otherwise; and charges for use of Employee Parking Lots.

### **1.19 Parking Lots**

"Parking Lots" mean the areas on the Airport for parking vehicles that the Director has designated the Contractor to operate and manage. These areas are designated in EXHIBIT C. The Director shall have the authority to amend EXHIBIT C by giving written notice to Contractor that reflects additions, closures or modifications of the parking areas.

The Parking Lots include public and employee parking spaces and associated buildings, shelters, toll booths automated pay stations, pay-on-foot and other structural components. Parking Lots include:

"Economy Lot" - The Economy Lot is located in the Southeast corner of the airport.

"Daily Lot" - The Daily Lot is a surface lot located directly South of the parking garage.

"Garage" - The Garage is a 6 level parking garage directly South of Terminal A. The Garage serves both Terminal A and B.

"Hourly B" - The Hourly B lot is directly west of Terminal B.

"Employee Parking Lots" - There are 6 Employee Parking Lots. There are no cashier booths in the Employee Parking Lots.

### **1.20 Reimbursable Expense**

"Reimbursable Expense" shall mean those expenses that are eligible to be paid by County as an Operating Expense.

### **1.21 Rental Car Building**

"Rental Car Building" means the Consolidated Rental Car terminal as it now exists or may be reconstructed, modified, developed or replaced.

### **1.22 Sign**

"Sign" means any advertising sign, billboard, identification sign or symbol, poster, or other similar device, regardless of content.

### **1.23 State**

"State" means the State of California.

### **1.24 Terminal Buildings**

"Terminal Buildings" shall mean all the terminal buildings at the Airport (including Terminal A and Terminal B), serving airlines, together with the associated concourses as they now exist or as they may hereafter be reconstructed, modified, developed or replaced.

**1.25 TSA**

“TSA” means the Transportation Security Administration of the United States government, and any federal agency succeeding to its jurisdiction.

**ARTICLE 2**  
**Special Conditions**

**2.01 Term**

**A. Commencement**

The Term of this Agreement shall be for a period of five (5) years, commencing on January 1, 2016 and terminating on December 31, 2020, unless this Agreement is terminated at an earlier date in accordance with the terms hereof.

**B. Options to Extend Term**

The County shall have one (1) option to extend the term of this Agreement for a period of five (5) years and (2) two months. If exercised, January 1, 2021 to February 28, 2026 shall be the Extended Term. If County elects to extend the Term, County will provide notice to Contractor at least one-hundred eighty (180) days prior to the expiration of the Term.

**2.02 Basic Compensation**

**A. Management Fees**

During the Initial Term of this Agreement County shall pay Contractor the following fees:

- (1) A Management Fee in the amount of \_\_\_\_\_ (\$\_\_\_\_,\_\_\_\_.\_\_\_\_) for the First Agreement Year of the Initial Term ().
- (2) A Management Fee in the amount of \_\_\_\_\_ (\$\_\_\_\_,\_\_\_\_.\_\_\_\_) for the Second Agreement Year of the Initial Term ().
- (3) A Management Fee in the amount of \_\_\_\_\_ (\$\_\_\_\_,\_\_\_\_.\_\_\_\_) for the Third Agreement Year of the Initial Term ().
- (4) A Management Fee in the amount of \_\_\_\_\_ (\$\_\_\_\_,\_\_\_\_.\_\_\_\_) for the Fourth Agreement Year of the Initial Term ().
- (5) A Management Fee in the amount of \_\_\_\_\_ (\$\_\_\_\_,\_\_\_\_.\_\_\_\_) for the Fifth Agreement Year of the Initial Term ().

In the event County exercises its option to extend the term of this Agreement pursuant to **Section 2.01 B. Options to Extend Term** for the additional five years and two months, then the Management Fees for the Extended Term shall be as follows:

- (6) A Management Fee in the amount of \_\_\_\_\_ (\$\_\_\_\_,\_\_\_\_.\_\_\_\_) for the First Agreement Year of the Extended Term ().
- (7) A Management Fee in the amount of \_\_\_\_\_ (\$\_\_\_\_,\_\_\_\_.\_\_\_\_) for the Second Agreement Year of the Extended Term ().
- (8) A Management Fee in the amount of \_\_\_\_\_ (\$\_\_\_\_,\_\_\_\_.\_\_\_\_) for the Third Agreement Year of the Extended Term ().
- (9) A Management Fee in the amount of \_\_\_\_\_ (\$\_\_\_\_,\_\_\_\_.\_\_\_\_) for the Fourth Agreement Year of the Extended Term ().
- (10) A Management Fee in the amount of \_\_\_\_\_ (\$\_\_\_\_,\_\_\_\_.\_\_\_\_) for the Fifth Agreement Year of the Extended Term ().\*

\*14 months

**B. Cost Reduction – Incentive Based Management Fee**

*Reserved*



### **C. Operating Expenses**

In addition to the applicable Management Fee, County shall reimburse Contractor monthly for Operating Expenses approved by County, on a cash basis, paid by Contractor during the preceding calendar month.

### **D. Billings and Payments**

The monthly reports required of Contractor, together with applicable paid invoices, shall constitute Contractor's billings for Management Fees and Operating Expenses.

The County shall review the monthly reports within ten (10) business days following receipt thereof, and shall then forward Contractor's approved billings to the County's Department of Finance for issuance of payment.

### **E. Disputed Billings**

Throughout the term of this Agreement, the Director shall notify Contractor, in writing, of any disputed billing items.

In such event, Contractor shall present all supporting data and documentation in its possession relating to such costs and Contractor's payment thereof, to the satisfaction of the Director, and the parties shall negotiate in good faith to resolve the dispute. Contractor's failure to provide such data or documentation shall result in waiver and release of any claim whatsoever against County for payment thereof.

The existence of outstanding disputed billing items shall not affect payment by County of approved items on the same billing, and County shall issue payment for the approved items in accordance with the Agreement.

### **F. Additional Fees, Charges, and Rentals**

Contractor shall pay to County additional fees, charges and rentals in the event of any of the following:

1. If County has paid any sum or sums, or has incurred any obligation or expense, for which Contractor has agreed to pay or reimburse County, or for which contractor is otherwise responsible;
2. If County is required or elects to pay any sum or sums, or incur any obligation or expense, because of the failure or neglect of Contractor to perform or fulfill any of the promises, terms, conditions or covenants required of it herein;
3. Pursuant to any separate agreement between the parties not contained herein.

Contractor's obligation shall include all interest, cost, damages, and penalties in conjunction with such sums so paid, or expenses so incurred, by County, which may be added by County to any installment of fees, charges, and rents payable herein. Each and every part of such payment by County shall be recoverable by County in the same manner and with like remedies as if it were expressly set forth herein.

For all purposes under this Section, and in any suit, action or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum or sums by County for or in connection with any work done or material furnished shall be presumed to be necessary and reasonable. In such event Contractor may submit evidence to rebut such presumption.

Contractor shall pay County pursuant to this Section within thirty (30) days following demand thereof.

## **2.03 Scope of Services**

### **A. Parking Lot Management**

Contractor shall operate and manage the Airport Parking Lots in accordance with the terms, conditions and covenants set forth in this Agreement, the Scope of Services specifically detailed in EXHIBIT C, and the Contractor's Proposal, as specified in EXHIBIT A, attached hereto and incorporated herein by this reference.

### **B. Shuttle Bus Management**

Contractor shall operate and manage the Comprehensive Shuttle Bus Operations in accordance with the terms, conditions and covenants set forth in this Agreement, the Scope of Services specifically detailed in EXHIBIT C, and the Contractor's Proposal, as specified in EXHIBIT A.

## **2.04 General Operation & Service Requirements**

### **A. Appearance and Behavior of Personnel**

Contractor shall recruit, train, supervise, direct and deploy the number of employees necessary to promptly provide services to all customers. Contractor's employees shall be clean, neat, professional, courteous, appropriately and professionally attired, and must wear an Airport security badge, if applicable, and Contractor's identification name tag at all times. Contractor's employee's identification name tag shall clearly display the name of Contractor and the name of the employee. In addition, Contractor's employees shall wear distinctive uniforms which incorporate Contractor's trademark logo, service mark or design. Upon termination of an employee under this Agreement, Contractor shall ensure that all uniforms are returned in order to prevent unauthorized use. All customers shall receive prompt, attentive and courteous service. Use of loud, profane or abusive language is prohibited. Contractor's personnel shall speak English sufficiently to perform their assigned duties and, if they have any duties involving numerical issues, shall be able to count back change and perform basic mathematical calculations (add, subtract, count money, etc.). Use of personal cell phones during business hours is prohibited. The County reserves the right to require Contractor to add additional employees, if the customer service requirements set forth in this Section are not being met, in the sole judgment of the Director. Contractor should anticipate peak travel seasons such as Spring Break, Thanksgiving, Christmas and other Legal Holidays and staff accordingly.

Contractor shall maintain close supervision over all its personnel used in the performance of this Agreement to ensure Contractor's timely, professional and efficient performance of its obligations herein, and a high standard of service to the public. Upon receipt of written notice from the Director that any person employed by Contractor in the performance of any of the services set forth in this Agreement is, in the Director's opinion, providing services in a manner detrimental to the best interests of the public or of County, Contractor shall take such corrective action as Contractor deems necessary to ensure that the services required of Contractor pursuant to this Agreement are being properly provided.

### **B. Confidentiality**

Contractor shall keep confidential all aspects of operations under this Agreement. Contractor shall limit internal access to information only to those employees who are directly involved in the operations under this Agreement or otherwise have a need to know. Unless otherwise required by law, Contractor shall not disclose confidential information to anyone, other than the County and Contractor's employees.

### **C. Consumable Supplies**

Unless provided by the County, Contractor shall purchase consumable supplies as necessary to perform Contractor's duties under this Agreement, including, but not limited to: (a) office supplies; (b) employee uniforms; (c) janitorial supplies; (d) tickets and receipt stock. All purchases within the approved budget are eligible for reimbursement under this Agreement. If a purchase exceeds the approved budget, it must be approved in advance by the Airport before it can be reimbursed under this Agreement.

### **D. Criminal Background Check**

Contractor shall ensure that all Contractor's employees are subjected to a national ten (10) year criminal background check. Any person who has been convicted of any felony involving theft, robbery, burglary, assault, sex, drugs, prostitution, weapons, or has a Driving Under the Influence of Intoxicants conviction if employed as a shuttle bus driver, shall not perform any activities under this Agreement.

Contractor's employees at Airport who require access to secured areas of Airport must have background checks in accordance with TSA Regulation 1542 prior to issuance by the County of security badges for said employees. Contractor shall be solely responsible for the payment of any and all penalties and fines which may be levied by the TSA for violation of any Transportation Security Regulation arising from or relating to Contractor's breach of security. In the event Contractor fails to adhere to the required security provisions and County is fined for such breach by Contractor, County shall have the authority to deduct such fine from the management fees required to be paid by County. Contractor shall perform such background checks and deposit with the Director such sum as may be required for issuance of badges. Contractor shall be responsible for such badges upon their issuance. All such badges shall be returned to County upon termination of the employee or the cessation of operations of Contractor at Airport. If a badge is lost, Contractor shall submit such information as the Director may require regarding the circumstances of the loss. Contractor shall reimburse the County for any costs incurred by the County as a result of the loss of the badge and shall also be subject to a non-refundable reissuance fee.

### **E. Drug Free Workplace**

Contractor shall maintain a drug free workplace, and shall actively implement a drug testing program that meets all applicable state, federal and local requirements, as well as the requirements of this Agreement. Contractor shall ensure that pre-employment drug tests are approved as to scope by the County and administered to all of Contractor's employees working at the Airport. Contractor shall conduct random drug testing as a standard practice. Contractor shall not employ for service under this Agreement anyone who fails a pre-employment drug test or any subsequent random drug test. Contractor agrees that the County may require Contractor to require any of its employees reasonably suspected to be under the influence of drugs or alcohol to immediately leave the area, and that Contractor will promptly have the employee undergo drug testing, if adequate legal grounds for requiring testing for cause exist.

### **F. Employee Recognition Program**

Contractor shall establish a recognition program to reward employees non-monetarily for performance ("Employee Recognition Program") and provide it to the County for review and approval. The Employee Recognition Program shall be based on

individual performance that is above and beyond the tasks and responsibilities specified in this Agreement for Contractor's employees.

#### **G. Employee Parking**

Parking for Contractor's employees will be provided by the County in the Employee Parking Lot or other area designated by the County. Contractor's employees are to park only in such areas, unless otherwise agreed to by the County.

#### **H. Employee Training Program**

Contractor shall establish a written employee training program ("Employee Training Program") which shall prepare Contractor's employees for their duties as assigned under this Agreement, and shall also include training in customer service, ADA, cultural diversity awareness, and security. Contractor shall submit the Employee Training Program to the County for review and approval within ten (10) Business Days of the Effective Date. If the County finds that the Employee Training Program does not sufficiently ensure the quality of service required under this Agreement or it provides for more training than is reasonably necessary, the County may reject the Employee Training Program. Contractor shall review the Employee Training Program periodically, but no less frequently than annually, and shall submit any modifications to the County for review and approval. Unless otherwise authorized by the County in writing, Contractor shall ensure that Contractor's employees receive at least two (2) hours of customer service training per year, and that all employees having any contact with the public are trained to give accurate information about the services provided by Contractor and direct the public to appropriate sources of information regarding the County. The County may require certain Contractor's employees to attend training provided by the County including, but not limited to, Hazardous Substance Release response, defensive driving, and customer service. Contractor shall maintain up to date training records for each employee, and shall make those records available to the County upon request.

#### **I. Office Equipment & Furniture**

County shall provide basic office equipment and furniture necessary for Contractor's operations. Contractor shall obtain any other non-standard office equipment and furniture that Contractor deems necessary for its operations at Contractor's own cost. The cost of office equipment and furniture shall be reimbursable under this Agreement only if approved in advance by the County in writing. Upon the expiration or termination of this Agreement, any equipment or furniture purchased by the County shall become property of the County. All office equipment and furniture purchased by the Airport shall be maintained and returned to the County in good condition minus reasonable wear and tear.

#### **J. Removal of Contractor's Employees**

If the County determines, in its sole discretion after reasonable inquiry, that an employee of Contractor has failed to perform his or her duties in accordance with the requirements of this Agreement, and that such failure materially prevents Contractor from fulfilling its duties and obligations under this Agreement, the County may require Contractor to temporarily or permanently remove that employee from performing further under this Agreement. Contractor shall comply with the request of removal by the

County on the first (1st) business day after Contractor receives written notice of the County's determination under this Section.

**K. Theft & Criminal Activity**

Contractor shall report to the County immediately, any allegation or facts suggesting possible theft or other criminal conduct by an employee of Contractor working at the Airport. Contractor shall investigate the allegation or facts promptly, and shall promptly report the results of the investigation to the County once it is completed. Contractor shall provide to the Airport any and all requested information pertaining to the investigation and take all appropriate steps to protect Airport customers and invitees from the risk of criminal activity by the suspect individual until the investigation is complete, and shall remove the individual from employment under this Agreement, if the investigation provides sufficient evidence for Contractor to reasonably conclude that the individual did engage in theft or other criminal conduct.

**L. Tips & Gratuities**

Tips and any other form of gratuity are prohibited. Any employee of Contractor that is found to have accepted a tip or gratuity shall be subject to disciplinary action including, but not limited to termination of employment.

**M. Compliance with Laws & Airport Rules**

Contractor and Contractor's officers, employees, invitees, agents and Contractors shall comply with: (a) all applicable federal, State, and local laws, rules, regulations and ordinances, including laws governing its relationship with its employees including, but not limited to, laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements; (b) laws, rules, regulations and policies relative to occupational safety and health; (c) all Environmental Law and (d) ordinances and rules adopted by the County.

**N. No Smoking**

The Airport is a non-smoking facility, except for areas designated by the County outside of the Terminal Buildings. No smoking is permitted in any County vehicles.

**O. Sanitation**

Contractor shall keep the Parking Lots free of debris, trash and hazardous conditions originating from Contractor's operations and shall notify the County of other hazardous conditions upon actual knowledge of any such hazardous conditions. Contractor shall take appropriate action in the handling of waste materials to prevent the presence of rodents and other vermin. Contractor shall keep all garbage materials in durable, fly proof, rodent proof and fireproof containers that are easily cleaned. The containers shall have tight fitting lids, doors or covers, and shall be kept tightly covered when material is not being deposited in them. Contractor shall clean the containers, as necessary, to prevent odors. Contractor shall not allow boxes, cartons, barrels or other similar items to remain within view of any public areas. The County shall be responsible for handling and removal of trash and other refuse deposited by the public. Contractor shall not deposit any of its trash or other refuse in any containers except those designated for Contractor's trash.

**P. Notice of Personnel Changes**

Not less frequently than biannually, or upon request by the Director, Contractor shall inform the Director in writing of the full name, job classification, current wages, benefits and other terms and conditions of employment, and the specific assignment of each of its personnel used in performance of this Agreement at Airport.

Contractor shall obtain the written approval of the Director, as to any proposed change in the number of such personnel, or their wages, benefits or other terms and conditions of employment not less than thirty (30) calendar days in advance of such change. In the event of personnel changes necessitated by emergency, Contractor shall give the Director immediate oral notice thereof, and shall transmit written confirmation of such information to the Director within twenty-four (24) hours thereafter. If the Director determines, in his sole discretion, that any changes in the number of employees, wages, benefits or other terms and conditions of employment are detrimental to the shuttle and Parking Lot management at the Airport, the Director may require Contractor to immediately compensate for such changes to the satisfaction of the Director, including returning staffing levels and quality to the status quo.

Not less than twenty-one (21) days prior to commencement of operations hereunder, Contractor shall submit to the Director for approval Contractor's initial staffing schedule, setting forth the number of employees to be assigned at each applicable location at Airport, employee classification, and shift hours.

Contractor shall submit proposed changes to such staffing schedule to the Director, not less than fifteen (15) days in advance of any such proposed change.

Throughout the term of this Agreement, Contractor shall provide the Director with a copy of any signed collective bargaining agreement which Contractor may enter into, within thirty (30) days after such agreement is signed.

**Q. Accidents**

Contractor shall immediately notify the Airport Communication Center, the Airport's Maintenance Department and the Director of any accident involving a motor vehicle that occurs in the course of work performed under this Agreement. Unless otherwise directed by the County, Contractor shall cease operation of any motor vehicle involved in an accident to document the condition of any person, bus, other vehicle or property involved. Contractor shall take digital photographs with time and date stamp, to document the circumstances and effects of any accident and shall provide those photographs to the County. Contractor shall require drivers to complete and deliver to the County the accident forms contained in the accident claims package kept in each vehicle.

**2.05 Performance Standards**

Contractor shall, at all times during the Term of this Agreement, comply with the provisions of the "Performance Standards" outlined and detailed hereinbelow. The Director may, by thirty (30) days written notice to Contractor, revise the Performance Standards or Liquidated Damages for Breaches of Performance Standards.

**A. Standards**

Contractor shall exercise good faith efforts to achieve the highest standards of efficiency and customer service. To that end, Contractor shall: (a) provide high quality customer service; (b) maximize cost efficiencies; (c) minimize operating expenses for the Airport; (d) perform obligations under this Agreement in a manner that helps build a quality public image for the Airport; (e) provide proactive and innovative management, continually monitoring the Parking Lots and the commercial roadway system; (f) recommend short term and long term modifications to improve customer service,

increase efficiencies and reduce operating costs; (g) promote excellence in daily operations and customer service that is demonstrated at all levels in Contractor's organization; and (h) respond in a flexible manner to changing operational circumstances.

#### 1. Operation

- i. Staffing – Contractor shall ensure that the staffing levels are sufficient to perform the requirements of this Agreement and shall adjust the staffing levels to service customers to the satisfaction of the Director.
- ii. Coverage – Contractor shall ensure that the shuttle bus route coverage is sufficient to perform the requirements of this Agreement and shall adjust the number of shuttle buses on each route to service customers to the satisfaction of the Director.
- iii. Compliance – Contractor shall comply with all rules, regulations, laws, reporting requirements, and ordinances.
- iv. Complaints – Number of documented, and substantiated by County, customer complaints shall not exceed five (5) in any one calendar month period. Multiple complaints for the same incident will be counted as one (1) complaint.
- v. Reports – Contractor shall submit all reports required by this Agreement on or before the due date.

#### 2. Vehicles

- i. Condition – All vehicles must be in good working condition. If a vehicle has dents, needs paint, or any other aesthetic repair, Contractor agrees to arrange for and complete all necessary repairs to bring the vehicle to an acceptable condition within thirty (30) days from onset of any damage. All vehicles shall be clean on the interior and exterior.
- ii. Inspections – Contractor must ensure that all vehicles are safety inspected prior to each shift, shift change or employee transition. Vehicles that do not pass a DOT Safety Inspection will be out of service until all necessary repairs are made. Contractor shall make available for inspection by County, reports or other documentation regarding these inspections with a 24-hour notice served by County.
- iii. Compliance with the Americans with Disabilities Act – Contractor shall provide services specified in this Agreement in accordance with local, State and federal laws, rules and regulations regarding commercial ground transportation of disabled individuals.

#### 3. Employees and Independent Contractors

- i. Conduct – No smoking in unauthorized locations. Employees must not solicit customers. Employees must behave in a professional manner at all times.
- ii. Appearance – Employees must comply with the grooming and attire standards addressed in the Contractor's Proposal.

#### 4. Facilities and Assigned Premises

- i. Maintenance – The Contractor shall, in a manner acceptable to the County, maintain the Facilities and Assigned Premises in a neat, clean and orderly condition, free from litter, debris, refuse, petroleum products or grease which result from the activities of its officers, representatives, agents, employees, passengers, guests, patrons, contractors, subcontractors, licensees, invitees,

or suppliers; and remove all oil and grease spillage that is attributable to Contractor's operations.

**B. Liquidated Damages for Breaches of Performance Standards**

Contractor understands and agrees that some of the County's goals are to ensure that exceptional levels of customer service are provided by each and every service provider at the Airport, and to ensure the safety of all people who utilize the Airport. Contractor also agrees that the County will suffer damage if Contractor fails to meet the required Performance Standards.

Contractor agrees to pay County, upon written demand from County, the following liquidated damages for Performance Standards breaches:

<b>Liquidated Damages for Breach of Performance Standards</b>		
<b>1. Operation</b>		
i. Staffing	\$ 100.00	For each and every hour of occurrence.
ii. Coverage	\$ 100.00	For each occurrence.
iii. Compliance	\$ 100.00	For each violation and every day the violation continues thereafter.
iv. Complaints	\$ 100.00	For each substantiated complaint after the 5th documented complaint received in one (1) calendar month.
v. Reports	\$ 25.00	For each and every day the report is past due.
<b>2. Vehicles</b>		
i. Condition	\$ 25.00	For each vehicle per day the vehicle remains in the condition after the specified cure period: thirty (30) days for dents, damage or disrepair. Twenty-four (24) hours for unclean vehicles. Contractor will receive written warning from County upon first notice.
ii. Inspections	\$ 100.00	For each vehicle per day the vehicle remains out of service. Contractor will receive written warning from County upon first notice.
iii. ADA Compliance	\$ 100.00	For each vehicle per day the vehicle remains out of compliance. Contractor will receive written warning from County upon first notice.
<b>3. Employees/Independent Contractors</b>		
i. Conduct	\$ 25.00	For each documented occurrence.
ii. Appearance	\$ 25.00	For each documented occurrence.
<b>4. Facilities and Assigned Premises</b>		
i. Maintenance	\$ 50.00	For each violation and every day the violation continues thereafter.



**C. Procedure for Declaring Performance Standards Breaches**

The procedure for declaring Performance Standards breaches is as follows:

Upon determining the existence of a Performance Standards breach, the Director shall issue a written notice to Contractor of the occurrence of such breach and the County's claim for liquidated damages.

The notice of Performance Standards breach shall become final unless the Director receives from Contractor a written statement accompanied by Contractor's evidence that the breach did not occur, no later than ten (10) calendar days after the date of the notice of Performance Standards breach. Director shall review such evidence and determine whether Contractor has demonstrated, to the Director's sole satisfaction that the breach did not occur.

If the Director determines the breach did not occur, the Director will give Contractor a written notice stating the decision to reverse charges for liquidated damages.

If the Director determines the breach did occur after reviewing the evidence submitted by Contractor, the Director will send written notification to Contractor of the decision and the liquidated damages will become immediately due and payable to County.

**2.06 Assigned Premises**

Contractor shall utilize office space as provided by County as delineated in EXHIBIT B. The Director, at his sole discretion, may modify or change the type, size and/or location of office space to be used by Contractor in performance of this Agreement.

Contractor shall not repair, move, make additions to, or modify in any manner whatsoever such offices, or appurtenances thereto, without the prior written consent of the Director as described in Section 3.24 of this Agreement.

County shall have no obligation for any payments, or reimbursement to, Contractor for any lease or use of off-Airport space, except for storage of Contractor's Agreement-related records. This type of storage must be approved by the Director.

Contractor shall enforce the County's "No-Smoking" policy in all of its premises and vehicles in accordance with the laws and regulations of the State of California and of the County.

**2.07 Notice**

Notices required herein shall be in writing and served personally, sent by certified mail, return receipt requested, postage prepaid or overnight courier. Any notice mailed pursuant to this Agreement, shall be deemed received by the addressee five (5) business days after deposit of same in the mail. Either party shall have the right, by giving fifteen (15) days written notice to the other, to change the addressee, address at which its notices are to be deemed received.

Until any such change is made, notices shall be addressed and delivered as follows:

**County:**

Properties and Business Development  
Sacramento County Department of Airports  
6900 Airport Boulevard  
Sacramento, CA 95837-1109

**Contractor:**

Contact Name  
Company Name  
Address  
City, State Zip Code

If notice is given in any other manner or at any other place, it will also be given at the place and in the manner specified in this Section. All notices shall be effective upon receipt and shall be deemed received upon delivery, if personally delivered.

Unless otherwise notified by the County, invoices and communications regarding billing and invoicing shall be directed to the following address:

Airport Accounting  
Sacramento County Department of Airports  
6900 Airport Boulevard  
Sacramento, CA 95837-1109

## **2.08 Performance Bond**

Concurrent with execution of this Agreement, Contractor shall furnish County with a bond for Contractor's faithful performance of this Agreement in the principal sum of One Million and 00/100 Dollars (\$1,000,000) issued by a surety company licensed to do such business in the State of California and acceptable and satisfactory to the County.

The Performance Bond shall be maintained and kept in full force and effect by Contractor from the date of the signing of this Agreement to the termination date of this Agreement; which performance bond shall be conditioned to insure the faithful and full performance by Contractor of all the covenants, terms and conditions of this Agreement and to stand as security for the payment by Contractor of valid claims by County against Contractor, along with any other security identified by County.

If at any time this Agreement terminates or is terminated, there is due and owing to County any sum payable under the terms hereof, or, if County has any claim against Contractor arising out of this Agreement, then said One Million and 00/100 Dollars (\$1,000,000) or any part thereof shall be applied to the amount due or in settlement of the claim or claims by County against Contractor.

## **2.09 Budgets, Reports, Records, and Audit**

### **A. Budget**

Prior to the commencement of this Agreement, and no later than December 1 each and every calendar year throughout the term of this Agreement, Contractor shall submit for review and approval by the Director the Contractor's proposed operating budget for the period commencing July 1 during the subsequent year and ending June 30 of the following year. The operating budget, in a detail satisfactory to the Director, shall detail Contractor's reasonably anticipated costs for Operating Expenses, Equipment and Vehicles and staffing positions (which must contain full justification). The Director shall respond within thirty (30) days following receipt thereof. Approval of the Contractor's submitted budget shall require the written consent of the Director. In the event that the Director does not approve the requested budget, or any portion thereof, Contractor shall provide additional data relative to justification of any unapproved expenditure or remove item(s) from budget. The Director's decision in such matters shall be final.

The Contractor shall not exceed the approved budget without the prior written consent of the Director.

In addition to any review or approval of the annually submitted operating budget, the Director, throughout the term of this Agreement, shall require Contractor to submit for prior approval Operating Expenses in the amount of Five Hundred and 00/100 Dollars (\$500) or more.

### **B. Monthly Reports**

Contractor shall submit a monthly report (Report), as described below at County's Airport Accounting Office, for the approval of the Director, each month throughout the term of this Agreement.

Contractor shall submit a Report not later than the tenth (10th) calendar day of the month following the month in which the Operating Expenses occurred.

Each Report shall be written, prepared in accordance with generally accepted accounting principles, and be in a format and in detail satisfactory to the Director. The Report shall be accompanied by copies of paid invoices or other evidence of Contractor's payment of Operating Expenses during the period covered by the Report. The Report shall include the following information in the format acceptable to the Director. Each Report shall be accompanied by copies of paid invoices or other evidence of Contractor's payment of Operating Expenses during the period covered by the Report. The Report shall include the following information:

The amount of all Gross Receipts for the preceding calendar month, all Operating Expenses paid by Contractor during the preceding calendar month, any payment from any insurance carrier arising from or relating to Contractor's operations herein, received by Contractor during the preceding calendar month, management fees for the preceding calendar month, and a calendar month summary of all information required in the daily activity report.

### **C. Annual Reports**

Contractor shall submit annually throughout the term of this Agreement, not later than forty-five (45) calendar days following the last day of each contract year, at County's Airport accounting office, an annual financial statement setting forth all business transacted by Contractor in the performance of this Agreement during the preceding contract year, and excluding any other business transacted by Contractor.

The financial statement shall include, but not necessarily be limited to, Operating Expenses (differentiated by each component of the Comprehensive Shuttle Bus Operation), Management Fees, compensation paid by County, and payment received by Contractor under any insurance policies. The report shall be certified by Contractor's Chief Financial Officer or an independent audit firm.

### **D. Daily, Weekly, and Miscellaneous Reports**

Contractor shall submit, not later than the next business day, a daily activity report at County's Airport accounting office, for the approval of the Director. Such daily activity report shall include, but not necessarily be limited to, the following elements respecting each day of Contractor's operations herein:

1. Number of tickets issued at each Parking Lot entrance gate;
2. Number of tickets collected at each cashier's booth operated by Contractor;
3. Amount of revenue collected at each cashier's booth, automated exit lane and pay on foot device by Contractor;
4. Revenue deposits, shortages, and overages at each cashier's booth, automated exit lane and pay on foot device
5. Parking lot financial reports, and statistics as required by the Director which may include Gross Receipts collected in total, listed separately by lot source for:
  - (A) Hourly Lot
  - (B) Daily Lot
  - (C) Economy Lot
  - (D) Employee Lot
  - (E) Ground transportation lots, if any
  - (F) Other lots designated by the Director
6. Credit card sales and number of credit card transactions processed at each cashier's booth, automated exit lane and pay on foot device;
7. Number and related revenue of all lost tickets, in total, by each cashier's booth, and by lot source;
8. Number and related revenue of all mail-in forms issued and payments collected in total, by each cashier's booth, and by lot source;

9. Revenue collected from Employee Parking Lot permits, and amount refunded for returned permits;
10. Number of Employee Parking Lot permits issued and returned;
11. Number of non-revenue tickets processed, in total, by each cashier's booth, by lot source, and by category (Contractor, County, roadside assistance, restaurant/hotel delivery);
12. Number of mutilated tickets in total, by each cashier's booth, and by lot source;
13. Physical inventory by lot and computer inventory by lot;
14. Calculation of the unaccounted for ticket ratio (number of tickets short as a percentage of total tickets collected), on a daily as well as cumulative monthly basis. Calculation made for economy, daily, and hourly lots;
15. Beginning and ending gate readings at each entrance and exit gate;
16. Credit card processing reports for each cashier's shift;

Contractor shall submit a revenue comparison report at County's Airport Accounting Office, for the approval of the Director, on a weekly basis throughout the term of this Agreement. Such revenue comparison report shall include, but not necessarily be limited to: the total weekly Parking Lot revenue compared to such revenue for the same period during the preceding year; the percentage change in such revenue and fees compared to such revenue and fees for the same period during the preceding year; and year-to-date cumulative total of such revenue and fees at the end of each month.

Contractor shall prepare such other financial or statistical reports relating to Airport parking or Contractor's operations at Airport as may from time to time be requested in writing by the Director.

#### **E. Industry Statistics Reports**

From time to time, Director may request and Contractor shall provide reports relating to industry statistics and standards.

#### **F. Records**

Contractor shall maintain all of its records relating to performance of this Agreement in accordance with generally accepted accounting principles. Such records shall be true, accurate, complete and detailed, showing all Gross Receipts and all costs incurred by Contractor in performance of this Agreement, together with source documents and supporting data. Such records shall include, but not necessarily be limited to the following:

1. All Parking Lot tickets acquired, installed in equipment for issuance, and collected, whether paid for or not;
2. Lost ticket records;
3. Mail in ticket records;
4. In-house audit records;
5. Records of all transactions in connection with Employee Parking Lots;
6. Subcontracts and all records related thereto;
7. All invoices and billings received and records of payment thereof;
8. Personnel time;
9. Personnel salaries, wages and benefits;
10. Reports and source data pertaining thereto.

Contractor's records pertaining to Parking Lot tickets shall identify the sequential ticket numbers of all tickets and shall further identify the disposition of all such tickets.

Contractor shall retain records pertaining to each year of its operations under this Agreement for not less than five (5) calendar years following a completed audit by

County. Prior to the end of each five (5) year period, Contractor shall notify the Director, in writing, of Contractor's intent to dispose of any such records, not later than thirty (30) calendar days in advance of disposal. County reserves the right to assume ownership of records or any part thereof, without further consideration to Contractor. The Director shall notify Contractor, in writing, as to whether County shall exercise such right, within fifteen (15) calendar days following receipt of notice of intent to dispose from Contractor. In the event that County exercises such right, Contractor shall transfer ownership and possession thereof to County, under arrangements mutually agreed upon by Contractor and the Director.

Notwithstanding the foregoing, records pertaining to unresolved disputed items are not subject to the five (5) year limitation for retention, and shall be retained beyond the five (5) year period until the dispute is resolved to the satisfaction of County. Following the resolution, Contractor shall comply with the notice procedure set forth herein with respect to notice of disposal of records pertaining to such disputed items.

As to any records retained by Contractor outside the boundaries of Sacramento County, upon request by the Director, Contractor shall make such records available to County at Airport within 72 hours, without charge to County as an Operating Expense, or otherwise.

## **G. Audit**

### *1. Financial Audits:*

Within one year (365 days) after the end of each contract year, the Director may cause to have performed an audit of Contractor's records for the preceding contract year or portion thereof. Such audit shall be in a format and in detail satisfactory to the Director. Except as otherwise expressly provided herein, the cost of such audit shall be borne by the County.

In addition to such annual audit, during the term of this Agreement and for two (2) years following the completion of an audit by County described herein, the Director may request upon thirty (30) calendar days advance written notice to Contractor, access to records pertaining to this Agreement for the purpose of copying, inspection or special audit. Contractor shall comply with all such requests, which shall not be limited in number, and shall cooperate in providing access to its records. Contractor shall make such records available to County in the area of Sacramento County or such other location as is mutually agreed upon by the parties.

If, as a result of inspection, copying or audit, it is determined that County has overpaid Contractor, Contractor shall within thirty (30) calendar days following the date of written notice of such overpayment, pay County a sum of money equal to the amount of such overpayment and shall tender payment at County's Airport Accounting Office.

If the results of such audit reveal a discrepancy of more than half of a percent (0.5%) for each calendar year between Gross Receipts and/or Operating Expenses as reported by Contractor and Gross Receipts and/or Operating Expenses as determined by the audit, Contractor shall bear the entire cost of such audit.

If, as a result of such inspection, copying or audit, it is determined that County has underpaid Contractor, County shall pay Contractor an amount equal to such underpayment within thirty (30) calendar days following such determination.

### *2. Operational Audits:*

Director shall cause to have performed, by an external auditor and at the discretion of the Director, operational audits of Contractor's activities at the Airport. Contractor shall comply with all requests for information and shall cooperate in providing auditor access to its operations. Such audit will be in a format and in detail satisfactory to the Director. Except as otherwise expressly provided herein, the cost of the audit shall be borne by the County.

**ARTICLE 3**  
**General Conditions**

**3.01 Acceptance of Assigned Premises**

Contractor hereby accepts the Assigned Premises, as shown on EXHIBIT B in its “as-is” condition existing on the Commencement Date and such area shall not be subject to recalculation. Taking possession of the Assigned Premises by Contractor shall be conclusive evidence that the condition thereof is satisfactory to Contractor. County makes no expressed or implied representation or warranty of any kind whatsoever that the Assigned Premises are suitable for the uses to which Contractor shall be restricted pursuant to this Agreement.

**3.02 Accord and Satisfaction**

No payment by Contractor or receipt by County of a lesser amount than the fees and/or charges due to be made by Contractor hereunder shall be deemed to be other than on account of fees and/or charges due, and no endorsement or statement on any check or in any letter accompanying any check or payment as fees and/or charges shall be deemed an accord and satisfaction, and County may accept such check or payment without prejudice to County’s right to recover the balance of such fees and/or charges or to pursue any other remedy provided in this Agreement.

**3.03 Additional Fees, Charges and Rentals**

Contractor shall pay County additional fees, charges and rentals in the event of any of the following:

- a. If County has paid any sum or sums, or has incurred any obligation or expense, for which Contractor has agreed to pay or reimburse County, or for which Contractor is otherwise responsible;
- b. If County is required or elects to pay any sum or sums, or incurs any obligation or expense, because of the failure, neglect or refusal of Contractor to perform or fulfill any of the promises, terms, conditions or covenants required of it hereunder;
- c. Pursuant to any separate agreement between the parties not contained herein;
- d. To reimburse County for services rendered, such as, but not limited to, utilities, trash removal, telephone, delivery access charges and similar charges.

Contractor’s obligations pursuant to this Section shall include all interest, cost, damages, and penalties in conjunction with such sums so paid or expenses so incurred by County.

**3.04 Airport Security**

- a. Contractor shall comply with all security regulations at the Airport pursuant to all local, State and federal law, including, but not limited to, any and all directives issued by the County. If required, Contractor shall obtain an Airport Tenant Security Program (ATSP) document approved by TSA within sixty (60) days of receipt of written notice from the County or as otherwise directed by TSA. If required, Contractor shall maintain any TSA-approved ATSP throughout the Term of this Agreement.
- b. Contractor’s principals, as determined by the County, must be able to pass a security background access investigation consisting of a fingerprint based criminal records check (CHRC) and a Homeland Security “watch list” check (collectively, Background Check) as well as a security threat assessment (STA), which must be approved by TSA before an Airport Identification badge will be issued. All of Contractor’s employees, contractors, or other persons doing business with Contractor requiring unescorted access to the secured area of the

Assigned Premises will require a badge and are also subject to Background Check and STA. Badges are issued by the County subject to each individual's successful completion of the Background Check in compliance with 49 CFR Part 1542 and all other applicable regulatory directives.

- c. Contractor is responsible for completing and submitting all necessary documentation required for any Background Check necessary for their operations. If a badge is lost, stolen, or if the recipient fails to return the badge to the County when required by the County, Contractor shall be subject to a non-refundable reissuance fee, if applicable, and any other damages directly caused by the loss, theft or retention of the badge.
- d. If required, Contractor shall establish and implement written procedures ("Security Procedures") acceptable to the County for the control of and prevention of unauthorized access to, all areas within the Assigned Premises. Contractor's Security Procedures shall also incorporate activities designed to assist the County in safeguarding all other secured areas of Airport. The Security Procedures shall include, but are not limited to, the following procedures:
  - 1. Gates, doors, fences or other parts of the Assigned Premises shall be kept locked by Contractor at all times when not in use by or when not under the security surveillance of Contractor.
  - 2. Lock malfunctions or other deficiencies, which would permit unauthorized access, shall be reported by Contractor at once to the County, and the unsecured access point shall be maintained under constant security surveillance by Contractor until Contractor has repaired the same and security through such point has been restored, and/or the County assumes security and repair of the access point.
  - 3. Loss, misplacement, theft or failure to comply with the return of any badge shall be immediately reported to the County.
- e. Contractor shall be solely responsible for the control and movement of persons who are representatives of Contractor and that have a valid ID badge moving from the Assigned Premises onto all secured areas of the Airport. These badged representatives will comply with Airport security standards required to obtain the badge. Contractor shall be solely responsible for the payment of any and all penalties and fines which may be levied by the TSA or other local, State or federal agencies for violation of any security regulations arising from or relating to Contractor's failure to perform its security responsibilities.
- f. If required, Contractor shall install, maintain and operate, at no cost to County, access prevention and surveillance devices on the Assigned Premises at access points to secured areas and along the secured perimeter of the Assigned Premises, as determined by the County to be necessary for the safety or security of Airport. The County shall have unrestricted access to all access control devices or systems developed by Contractor.

### **3.05 Amendment Required by FAA or TSA**

This Agreement may be amended without further consideration for the purpose of satisfying FAA or TSA requirements.

### **3.06 Applicable Law**

This Agreement shall be interpreted and enforced in accordance with the laws of the State of California, and shall be deemed to have been made, and shall be performed, in the State of California.

### **3.07 Assignment and Subletting**

Contractor shall have no right to assign, mortgage, pledge, or otherwise transfer this Agreement, either voluntarily or by operation of law, in whole or in part, without the prior written approval of the County. Likewise, Contractor shall not subcontract any rights authorized hereunder or sublease any or all of the Assigned Premises without the prior written approval of the County.

Despite any other provision of this Section 3.07, the following events shall not constitute a prohibited assignment or other transfer of this Agreement or any interest therein: (a) the sale of all or substantially all of the assets or stock of the parent companies of Contractor (whether by merger, consolidation, reorganization or otherwise), so long as such transfer is to a financial institution, institutional investor or private equity investor; or (b) the issuance of shares of stock of the parent companies of Contractor to the public in the course of an initial public offering of stock.

### **3.08 Assurances Required by FAA**

Contractor will, at all times during this Agreement, comply with the provisions of the "Airport Sponsor Assurances" (Assurances) and any subsequent revisions, updates, or amendments thereto. A copy of the current Assurances is attached as EXHIBIT D and incorporated herein by this reference. The provisions of the Assurances may change during the term of this Agreement, and those changes will be incorporated into this Agreement without the necessity of a formal amendment. County is not responsible for notifying Contractor of any changes to the Assurances. Contractor is required to contact the FAA for any updates or revisions. The Assurances document is available on the FAA's website. [Please see [http://www.faa.gov/airports/aip/grant\\_assurances/media/airport-sponsor-assurances-aip.pdf](http://www.faa.gov/airports/aip/grant_assurances/media/airport-sponsor-assurances-aip.pdf)]

### **3.09 Authority of the Director**

The Director shall administer this Agreement on behalf of County. Unless otherwise provided herein or required by applicable law, the Director shall be vested with all rights, powers, and duties of County hereunder. With respect to matters hereunder subject to the approval, satisfaction, or discretion of County or the Director, the decision of the Director in such matters shall be final.

### **3.10 Compliance with Child, Family, and Spousal Support Reporting Obligations**

Contractor's failure to comply with State and federal child, family and spousal support reporting requirements regarding a Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.

Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Agreement.

### **3.11 Contractor Indemnification of County**

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless County, its elected representatives, officers, agents, and employees from any and all loss, cost, damage, fine or expense (including but not limited to attorney's fees, court costs and expert fees), or liability of any kind or character to any person or property arising from or relating to any act or omission of Contractor, its officers, directors, agents, representatives, employees, volunteers, contractors, invitees, licensees, customers, Subtenants or any other person doing business with Contractor, or on the Assigned Premises or at the Airport with the consent of Contractor. Contractor shall also use counsel reasonably acceptable to County in carrying out its obligations hereunder.

This indemnity shall not be limited by the types and amounts of insurance maintained by Contractor or Contractor's contractors. Nothing in this indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.



The provisions of this Section shall survive the expiration or early termination of this Agreement.

### **3.12 Consent**

Whenever the consent or approval of either party hereto is required or authorized hereunder, such consent or approval shall not be unreasonably withheld, unreasonably conditioned, or unreasonably delayed.

### **3.13 County's Remedies**

Pursuant to Section 1951.2 of the California Civil Code:

- A. In the event that Contractor breaches this Agreement and abandons the Parking Lot and/or Shuttle Bus Operation before the end of the term described in Section 2.01 hereof, or if Contractor's right to operate is terminated by County because of a breach of this Agreement, this Agreement terminates. Upon such termination, the County may recover from Contractor:
  - 1. The difference between Contractor's Management Fee and Operating Expenses and any replacement Management Fee and Operating Expenses for a period of six (6) months following the date Contractor abandons its operations at Airport;
  - 2. Any other amount necessary to compensate County for all the detriment proximately caused by Contractor's failure to perform its obligations under this Agreement, or which in the ordinary course of things would be likely to result therefrom.
- B. Efforts by County to mitigate the damages caused by Contractor's breach of this Agreement do not waive County's right to recover damages pursuant to said Section 1951.2 and this Section.
- C. Nothing in this Section affects the right of County under this Agreement to indemnification for liability arising prior to the termination of this Agreement for personal injuries or property damage, as herein provided.

Notwithstanding the foregoing, in the event of Contractor's breach of this Agreement and abandonment of the Parking Lot and/or shuttle operations, pursuant to Section 1951.4 of the California Civil Code, County may, at its sole option, elect to continue this Agreement and enforce all its rights and remedies herein against Contractor.

### **3.14 County's Right to Perform Contractor's Obligations**

If Contractor fails to make any payment required of it hereunder, or defaults in the performance of any other promise, term, covenant, or condition required of it hereunder, County, at its sole option, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default, for the account of and at the expense of Contractor. County may do so immediately and without notice to Contractor in the case of an emergency, or in any other case if Contractor fails to make such payment or remedy such default with all reasonable dispatch after County has notified Contractor in writing of the same.

County shall bill Contractor for such payments made by County and for any and all expenses incurred by County in connection therewith, together with interest on the total sum billed, at the rate of eighteen percent (18%) per annum. Contractor shall pay County the total amount billed not later than the date specified in such billing.

County shall not be limited in the proof of any damages which County may claim against Contractor arising out of or relating to Contractor's failure to perform its obligations hereunder. County may restrain any breach or threatened breach by Contractor of any promise, term, condition or covenant required of Contractor hereunder, but the mention herein of any particular remedy shall not preclude County from any other remedy it might have, either in law or in equity.

### **3.15 Cumulative Remedies**

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

### **3.16 Damage or Destruction of Assigned Premises**

#### **A. Restoration of Improvements, Trade Fixtures or Personal Property**

In the event of the damage or destruction of a portion of the Assigned Premises, or of the structural portion of the building containing such Assigned Premises, County shall not be required to repair, rebuild, or restore Improvements and Trade Fixtures, such excluded items being the sole responsibility of Contractor.

If County elects to repair and rebuild structural portions of the building containing the Assigned Premises, Contractor shall be obligated to repair any damage to, or replace, any Improvements and Trade Fixtures, made or installed by Contractor, irrespective of the cause and whether or not such damage or destruction shall have been insured. Contractor shall proceed to restore, repair, replace such Improvements and Trade Fixtures with materials of a quality equivalent to that originally installed, at Contractor's own cost and expense. Contractor shall be required to use any loss proceeds received, to repair or replace any Improvements and Trade Fixtures of Contractor unless otherwise approved by the County. Such restoration, repair and replacement shall be performed by Contractor in accordance with the provisions hereof.

#### **B. Removal of Damaged Property**

In the event of damage to, or partial or total destruction of, the Assigned Premises, the Contractor shall within thirty (30) days of the occurrence commence to remove from the Assigned Premises, or from the portion thereof destroyed, all damaged property (and all debris thereof) belonging to the Contractor or to any third person whatsoever. Contractor shall diligently continue such removal until complete. In the event Contractor does not perform its obligation hereunder, the County may remove such debris and dispose of the same and may remove such property to a public warehouse for deposit or may retain the same in its own possession and sell the same at public auction, the proceeds of which may be applied first to the expenses of removal, storage and sale, and second to any sums owed by the Contractor to the County, with any balance remaining to be paid to the Contractor; if the expenses of such removal, storage and sales shall exceed the proceeds of sale, the Contractor shall pay such excess to the County upon demand. Without limiting any term or provision of this Agreement, the Contractor shall indemnify and save harmless the County, its officers, representatives, employees, contractors and subcontractors, from and against any and all claims of third persons arising out of the exercise of the County of its right to remove property as hereinabove provided including all claims for conversion, all claims for damage or destruction of property, all claims for injuries to persons (including death), and all other claims for damages, consequential or otherwise.

#### **C. Option to Terminate Contractor's Interest Upon Damage or Destruction**

If: (1) the building containing the Assigned Premises shall be damaged to the extent of more than twenty-five percent (25%) of the cost of repair or replacement thereof, or (2) the proceeds of County's insurance recovered or recoverable as a result of the damage shall be insufficient to pay fully for the cost of repair or replacement of the building in which the Assigned Premises is located, or (3) the building containing the Assigned Premises shall be damaged as a result of a risk which is not covered by the County's insurance, or (4) the building containing the Assigned Premises shall be damaged in whole or in part during the last three (3) years of the Term of this Agreement;

then in any such event, County may, at County's option, either (a) rebuild or repair such damage, exclusive of Contractor's Improvements and Trade Fixtures, with due diligence or (b) give written notice to Contractor within sixty (60) days after the occurrence of such damage terminating Contractor's rights and interest in the Assigned Premises contained in such damaged building as of the date of occurrence of such damage; provided that if any damage or destruction of the terminal or of the Assigned Premises is caused by any act or omission of Contractor, its agents, employees, or others on or at the Assigned Premises with the consent of the Contractor, then Contractor shall be responsible for reconstructing and repairing said terminal or Assigned Premises with due diligence and shall pay the cost. In the event County elects to terminate Contractor's right and interest in the Assigned Premises pursuant hereto, Contractor shall have the right within ten (10) days after receipt of the required notice to notify County in writing of Contractor's intention to repair such damage or destruction at Contractor's expense, without reimbursement from County in which event this Agreement shall remain in effect and Contractor shall proceed to make such repairs or reconstruction with due diligence, according to the requirements of this Agreement. If Contractor does not give such notice within the ten (10) day period, Contractor's right and interest in the Assigned Premises will terminate as of the date of such damage or destruction.

If County elects to terminate Contractor's right and interest in the Assigned Premises as provided in this Section C, then any insurance of said Assigned Premises shall be paid to County and Contractor as their interests appear.

### **3.17 Duplicate Counterparts**

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

### **3.18 Entire Agreement**

This Agreement, together with all exhibits attached hereto, constitutes the entire Agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein. This Agreement may be amended only by written instrument duly executed by the parties hereto.

### **3.19 Early Termination by Contractor**

At any time Contractor is not in default in its payments or other obligations to County hereunder, Contractor may terminate this Agreement prior to expiration of the Term hereof only upon the happening of one or more of the following events:

- A. Permanent abandonment of Airport by County;
- B. Assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of Airport, or any substantial part thereof, in such manner as to substantially restrict Contractor in its operations hereunder for a period of ninety (90) consecutive calendar days;
- C. Issuance by a court of competent jurisdiction of a permanent injunction which in any way prevents or restrains use of Airport in a manner substantially restricting Contractor's operations at the Airport hereunder;
- D. Default by County in the performance of any promise, term, condition or covenant required of it to be performed hereunder, provided County fails to cure such default within sixty (60) calendar days following receipt of written notice of such default from Contractor. However, if the nature of such default is such that it cannot reasonably be cured within such period, County shall be deemed to have cured such default if within such period County commences performance thereof and thereafter diligently prosecutes the same to completion.

Early termination by Contractor pursuant to this Section shall be upon not less than fifteen (15) days advance written notice to the County, which notice shall state the basis of such termination and the effective date thereof.

In the event of early termination by Contractor in accordance with item D. of this Section, County shall pay Contractor the remaining unamortized portion of Contractor's County-approved Improvements, computed based on straight-line depreciation over a ten (10) year life commencing with the start of the first Agreement Year hereof. For the purpose of determining the unamortized portion of the costs of Contractor's Improvements, original cost of the Improvements shall be based on the cost of construction statement provided to the County by Contractor, verified by actual bills and receipts pertaining to original construction and improvements, subject to the approval in writing by County.

### **3.20 Early Termination by County**

County may terminate this Agreement prior to expiration of the Term hereof upon the happening of one or more of the following events:

- A. Contractor remains in arrears in any payment of fees required by this Agreement for a period of at least fifteen (15) days following receipt of written notice of such arrearage from County;
- B. Contractor makes a general assignment for the benefit of its creditors;
- C. Contractor files a voluntary petition, or becomes the subject of an involuntary petition, in any proceeding in Bankruptcy Court;
- D. Contractor abandons all or any portion of the Assigned Premises;
- E. Contractor fails to replace any improvements, that it is required to replace pursuant to this Agreement, which have been damaged or destroyed by fire, explosion or other catastrophe, within six (6) months from the date of such damage or destruction;
- F. Contractor fails to maintain any of the forms and amounts of insurance required by EXHIBIT E, attached hereto and incorporated herein by this reference. The County may, in its sole discretion, immediately terminate this Agreement if Contractor fails to maintain the required insurance.
- G. Except as otherwise provided in Subsections A., E. and F. of this Section, Section 3.11, Section 3.28 and EXHIBIT E, the default by Contractor in performance of any promise, term, condition, or covenant required of it hereunder, provided Contractor fails to cure such default within thirty (30) calendar days following receipt of written notice of such default from County. However, if the nature of such default is such that it cannot reasonably be cured within such period, Contractor shall be deemed to have cured such default if within such period Contractor commences performance thereof and thereafter diligently prosecutes the same to completion.

Early termination by County pursuant to this Section shall be upon not less than fifteen (15) days advance written notice to Contractor, which notice shall state the basis of such termination and the effective date thereof. Upon the effective date of such termination, County may take possession of the Assigned Premises, without further notice or demand to Contractor. Failure to serve notice of termination upon the happening of any of the events described in this Section shall not operate to bar or destroy County's right to thereafter declare such termination upon the subsequent happening of any such event.

### **3.21 Environmental Requirements**

#### **A. Contractor's Compliance with Environmental Laws**

Contractor shall at all times in all respects comply with all environmental laws, and any amendments thereto affecting Contractor's operation on the Airport, including all federal, State and local laws, ordinances and regulations relating to Hazardous Material.

As used herein, the term "Hazardous Material" includes, without limitation, any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States government.

**B. Director's Consent Required**

In addition to any permit requirement and except as provided otherwise in this Section, Contractor shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about Airport by Contractor, its agents, employees, contractors or invitees without the prior written consent of the Director (which the Director shall not unreasonably withhold as long as Contractor demonstrates to the Director's reasonable satisfaction that such Hazardous Material is necessary or useful to Contractor's business and will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Material so brought upon, used or kept in or about Airport). With respect to Hazardous Materials normally and routinely used in Contractor's operations, the Director's approval shall be a continuing approval subject to review on such periodic basis as the Director determines is appropriate.

**C. Environmental Audit**

County shall have the right to conduct an environmental audit upon expiration or earlier termination of this Agreement. Said audit shall be conducted at Contractor's expense according to procedures and by a person or entity approved by the Director.

**D. Hazardous Material Storage Permit**

Contractor shall be required to obtain a Hazardous Material Storage Permit from the County of Sacramento, Environmental Management Office, if at any time Contractor places or stores Hazardous Material liquid or Hazardous Material solids on the Airport.

**E. Indemnification by Contractor**

Contractor shall indemnify, defend and hold County harmless from any claims, judgments, damages, penalties, fines, costs, liabilities or losses which arise during or after the term of this Agreement as a result of its handling or transporting of Hazardous Materials or as a result of Contractor's use or storage of Hazardous Materials. This indemnification of County by Contractor includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean up, remedial, removal or restoration work required by any federal, State or local governmental agency or political subdivision due to the presence or impact of Hazardous Material. Without limiting the foregoing, if the presence of any Hazardous Material on Airport caused or permitted by Contractor results in any contamination of Airport, Contractor shall promptly take all actions at its sole expense as are necessary to render the Premises in compliance with all applicable environmental laws; provided that County's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on Airport.

Contractor shall not be liable for any claims, judgments, damages, penalties, fines, costs liabilities or losses which arise during or after the term of this Agreement as a result of Hazardous Material contamination to the extent caused by the acts or omissions of County, its officers, agents, employees, contractors, subcontractors, licensees, or invitees.

In addition, Contractor shall not be liable to the County, and the County shall indemnify, defend and hold Contractor harmless from, all claims, judgments, damages, penalties, fines, costs, liabilities or losses which arise from (i) any Hazardous Material contamination that predates the term of this Agreement, or (ii) any Hazardous Material contamination caused by any party other than Contractor.

**F. Notices**

Contractor shall promptly notify County, verbally and in writing, of: (1) any enforcement, clean up, removal or governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Materials laws; (2) any claim made by any person against Contractor relating to damage, contribution, cost recovery compensation, loss or injury resulting from or claiming to result from any Hazardous Materials in its operations; and (3) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from Airport, including any complaints, notices, warnings or asserted violations in connection therewith (but excluding routine manifests, records or receipts that are submitted to environmental agencies for purposes of documenting waste disposal or product receipt activities). Contractor shall also supply to County as promptly as possible, and in any event within ten (10) business days after Contractor first receives or sends the same, copies of all claims, reports, complaints, notices or warnings or asserted violations relating in any way to Contractor’s operations at Airport thereof.

**G. Right of Entry**

During the term of this Agreement, upon advance notice, the Director, or those authorized by the Director, shall have the right of entry to test and determine the extent of any contamination of the Premises provided that any such testing shall not unreasonably disrupt or interfere with Contractor’s operations. The results of such tests (including any reports, documents or test results) shall be simultaneously provided to the Director and Contractor.

**H. National Pollutant Discharge Elimination System**

Contractor shall comply with all federal and State regulations governing the National Pollutant Discharge Elimination System (NPDES) including all future amendments of said regulations, and procedures as may be adopted by federal, State, or local agencies.

**I. Noise Control**

Contractor shall not conduct any operation or activity on the Office Space, or elsewhere at Airport, in which the sound emitting therefrom is of such volume, frequency or intensity at such time as to constitute a nuisance. The Director shall have the sole and exclusive authority to determine what constitutes a nuisance under the provisions of this Section, except that operations and activities having noise levels not in violation of federal, State, or local governmental standards shall not be deemed a nuisance.

**J. Nuisance and Waste**

Contractor shall not erect, nor permit to be erected, any nuisance on the Office Space, or permit any waste thereof. Contractor shall not permit any trash or garbage to accumulate on or about the Office Space or in shuttle buses.

**3.22 Force Majeure**

Neither County nor Contractor shall be deemed to be in breach of this Agreement if either is prevented from performing any of its obligations hereunder by reason of strike, boycott, labor dispute, embargo, shortage of energy or materials, act of God, act of a public enemy, act of a superior governmental authority, weather conditions, rebellion, riot, sabotage, or any other circumstance for which it is not responsible, or which is not within its control.

**3.23 Headings**

The headings of the articles and sections of this Agreement are inserted only as a matter of convenience and for reference, and do not define or limit the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

### **3.24 Improvements by Contractor**

Any review or approval by the County of Contractor's plans or an inspection by County of the proposed improvement or materials shall not be deemed to constitute a waiver or release by County of any obligation or responsibility of Contractor hereunder, or an assumption of any risk or liability by County with respect thereto, and Contractor shall make no claim against County on account of such review, approval, or inspection.

Contractor shall cause all improvements authorized herein to be constructed only by a contractor properly licensed by the State of California to construct such improvements.

Contractor shall be solely responsible for payment to such contractor for all elements of such construction, and shall keep the Assigned Premises free and clear of all mechanics liens resulting from any construction thereto by or on behalf of Contractor. Contractor may contest the correctness or validity of any such lien, but shall indemnify, defend, and hold harmless County, its elected representatives, officers, agents, and employees, and the Assigned Premises from any and all claims and liability for payment of any such lien. County may file notice of non-responsibility for its lien protection.

#### **A. General**

No improvements, alterations or repairs of any kind shall be erected, placed, assembled, constructed or permitted on the Assigned Premises without first obtaining written authorization from the County. In the sole opinion of the County, if the proposed improvement, alteration or repair project is of a minor nature, the project may be reviewed and approved solely by the Director. The County, at its sole discretion, based on the nature of the proposed improvement, alteration or repair project may waive one or more of the procedures as set forth in this Section herein. Notice of such waiver shall be in writing. In the absence of such written waiver, Contractor must follow the procedures as set forth herein.

#### **B. Preliminary Plans**

Prior to the preparation of preliminary plans, Contractor shall contact the County to schedule a meeting to brief County staff on the proposed improvement. Preliminary plans shall show the full extent of the improvements to be constructed including structural details and utility locations showing the relationship of the proposed improvements to current building and utility connections. A minimum of seven (7) full sets of preliminary plans plus one (1) Compact disc (CD) containing a pdf, dwf, or tiff set matching the prints, plus all the CAD related data used to create the plans in AutoCAD's "dwg" format, shall be submitted for approval to the County.

Civil engineering plans shall include plan drawings submitted on a scale not smaller than one (1) inch equals fifty (50) feet. Architectural plans shall include plan drawings at a suitable scale but in no case shall the scale be smaller than 1/16 inch equals one (1) foot. Plans shall include complete specifications in sufficient detail for the County to determine compatibility with County objectives for the overall aesthetic character and quality of the improvements. Architectural Projects shall include an accurate architectural perspective color rendering including the proposed exterior color, scheme, style, materials, wording and placement of all Signs.

#### **C. Review of and Comment on Preliminary Plans**

Within thirty (30) days of the date of receipt of the preliminary plans, the County will return two (2) sets of plans with comments. County review and comment on the preliminary plans does not mean or infer that the proposed improvement has been approved by the County. Additional plans, specifications or design features beyond those submitted with the preliminary plans may be required and shall be prepared by Contractor at the request of the County.

#### **D. Final Plans**

A minimum of seven (7) copies of final plans and specifications showing responses to comments received and setting forth in all necessary detail the requirements for

construction of the Project shall be submitted to the County for approval prior to submitting plans to other applicable agencies so that the County may check them for design conformance with the preliminary plans. A CD containing a pdf, dwf, or tiff set matching the prints, plus all the CAD related data used to create the plans in AutoCAD's "dwg" format must be included in the submittal.

**E. Approval of Final Plans**

Within thirty (30) days of the date of receipt of the final plans, if final plans are approved, the County will return final plans to Contractor with the County approval stamp on the plans. The County will retain one (1) full set of final plans. The County approval of the final plans shall only mean that the proposed improvement is consistent with the County's goals and objectives for Airport development projects and does not infer that the proposed improvement is approved by the County of Sacramento Municipal Services Agency. After approval of the final plans by the County, Contractor has full responsibility for obtaining all required federal, State and local approvals and permits including compliance with California Environmental Quality Act (CEQA) requirements.

**F. Modification of Final Plans**

Any modifications to the approved final plans including environmental mitigation measures, modifications imposed by the County of Sacramento Municipal Services Agency, or construction change orders shall be submitted to the County for approval prior to construction.

**G. Notice of Completion**

Within ten (10) days of construction completion, Contractor shall submit a Notice of Completion to the County. Within ten (10) days of receipt of Notice of Completion, the County may schedule an inspection of the improvements to be accompanied by Contractor for purposes of confirming compliance with the final plans and any subsequent modifications to the final plans. This inspection tour may be scheduled at the same time Contractor schedules a final inspection in accordance with any requirements imposed by the County of Sacramento Municipal Services Agency.

**H. As-Constructed/Record Drawings**

Within sixty (60) days after filing a Notice of Completion, which is due within ten (10) days after construction completion, Contractor shall furnish to the County one (1) complete set of electronic AutoCAD format Record Drawings and one (1) complete set of either pdf, dwf, or tif files showing the "as-constructed" improvements. Record Drawings shall be dated and stamped by the engineer or architect of record. If by the eleventh (11<sup>th</sup>) day after construction has been completed Contractor fails to submit "as-constructed" drawings, Contractor will pay penalties in the amount of one hundred dollars (\$100.00) per day until such a time when drawings have been submitted.

**I. Removal of Unapproved Improvements**

Improvements made on Contractor's Assigned Premises without the approval of final plans for said improvements as outlined herein are hereby determined to be unapproved improvements constructed or installed in violation of the conditions, restrictions and requirements of this Agreement. Unapproved improvements shall be immediately removed at Contractor's sole expense, unless otherwise approved in writing by the County. Portions of improvements that are not constructed as indicated and specified on approved plans are also hereby determined to be unapproved improvements and shall be immediately removed or corrected at Contractor's sole expense.

**J. Title to Improvements**

Contractor shall retain title to its Improvements in, at or serving the Assigned Premises for so long as such Assigned Premises are leased to Contractor under this Agreement. Thereafter, the County, at its option, reserves the right to take immediate



title to some or all of such Improvements at no cost or expense. Those Improvements to which the County does not take title must be removed expeditiously by Contractor and, any damage caused by the removal of such Improvements must be repaired by the Contractor at no cost to the County, unless otherwise agreed to in writing by the County.

### **3.25 Improvements by County**

The County and Contractor agree and acknowledge that, from time to time, the County may undertake improvements to the terminal during the Term of this Agreement. The County will attempt to make those improvements in a manner that does not interfere unreasonably with the operations of Contractor authorized under this Agreement. Contractor expressly waives any and all claims for damages of any kind, including but not limited to, loss of profits as a result of the interruption of business of Contractor that may arise as a result of such improvements undertaken by the County.

### **3.26 Incorporation of Exhibits**

All exhibits attached to this Agreement and referred to herein are incorporated herein by this reference as if specifically set forth herein.

### **3.27 Independent Contractor**

Contractor is not an employee or agent of County by reason of this Agreement, or otherwise. Contractor is an independent contractor, and as between County and Contractor, Contractor shall be solely responsible for its acts and omissions arising from or relating to its operations at the Airport hereunder.

### **3.28 Insurance**

Throughout the term of this Agreement, Contractor for itself and its officers, representatives, agents, employees, Subtenants, guests, patrons, contractors, subcontractors, licensees, invitees, and suppliers shall maintain in full force and effect the forms and amounts of insurance specified in EXHIBIT E, which is attached hereto and incorporated by reference herein.

In the event Contractor does not have the required certificate(s) of insurance and/or binder(s) evidencing the proper insurance coverage, or the required insurance coverage lapses, this Agreement shall be terminated at County's option by the County giving ten (10) days written notice to Contractor.

### **3.29 Interpretation of Agreement**

Nothing herein contained shall be construed or interpreted, in any manner whatsoever, as limiting, relinquishing or waiving of the rights of possession and ownership enjoyed by County in and to Airport property, or in any manner waiving or limiting County's control over the possession, use, operation, and maintenance, of Airport property or in derogation of such governmental rights as County possesses, except as is specifically provided for herein.

### **3.30 Invalid Provisions**

In the event any covenant, condition or provision of this Agreement, or the application thereof to any person, entity, or circumstances, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person, entity, or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, provided that such invalidity, voiding or unenforceability of such covenant, condition or provision does not materially prejudice either party in its respective rights and obligations contained in the then remaining valid covenants, conditions or provisions of this Agreement.

### **3.31 Licenses and Permits**

Contractor shall obtain at its sole expense all necessary licenses and permits required for construction of improvements or installation of equipment on the Assigned Premises, and any other licenses or permits necessary for the conduct of Contractor's operations at the Airport.

### **3.32 Limitations on Use of Assigned Premises**

In connection with the exercise of Contractor's rights and duties under this Agreement, Contractor and any of its officers, representatives, agents, employees, Subtenants, guests, patrons, contractors, subcontractors, licensees, invitees, or suppliers shall not:

- a. Interfere with, or disturb the effectiveness or accessibility of the drainage and sewage system, electrical system, air conditioning system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses within the Airport;
- b. Do anything that may invalidate, conflict with, or increase the rate of any insurance policy(s) covering the County or any part thereof. The County, in its sole discretion, may limit, modify, or require removal of any materials, parts or equipment which the County reasonably determines are not incidental to Contractor's operations by written notification to Contractor. Contractor shall have forty-eight (48) hours from the mailing date of such notice to remove and properly dispose of any items identified;
- c. Interfere with the County staff, businesses, or patrons;
- d. Use or allow the use of the facilities within the Airport for any improper, immoral, or unlawful purpose;
- e. Obstruct the roadways or passageways adjacent to or within the Airport;
- f. Conduct any business within the Airport other than that authorized by this Agreement;
- g. Advertise, solicit, or distribute materials within the Airport in any manner without the advance written permission of the County.

### **3.33 Liquidated Damages from Late Payments**

If Contractor is in arrears for seven (7) days or more following the due date of any amount payable to the County herein, the parties acknowledge that additional clerical, accounting and other work will be performed which would not otherwise be needed absent the late payment. In addition, because the actual charges as a result of the late payment are difficult to identify, the parties hereby agree that Contractor shall pay as a reasonable charge, liquidated damages for the late payment in the amount of eighteen percent (18%) annual percentage rate, applicable from the date such payment was due to the date of actual payment. If the maximum charge permitted by law is less than the foregoing amount, then the rate shall be such amount determined to be the maximum legal amount. These liquidated damages will be calculated and posted on a monthly basis, and shall be prorated by the number of days payments are in arrears in the month.

### **3.34 Negation of Partnership**

Nothing in this Agreement shall be construed to render County in any way or for any purpose, a partner, joint venture, or associate in any relationship with Contractor other than that of landlord and tenant, nor shall this Agreement be construed to authorize either County or Contractor to act as agent for the other.

### **3.35 Nondiscrimination in Employment, Services, Benefits and Facilities**

Contractor agrees and assures County that Contractor and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of County, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry,

marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability.

Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of County employees and agents, and recipients of services are free from such discrimination and harassment.

Contractor represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) (ADA), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.

Contractor agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

Contractor shall include this nondiscrimination provision in all subcontracts related to this Agreement.

### **3.36 Nonexclusive Rights**

Nothing herein shall be construed to grant or authorize the granting of any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act for the conduct of any activity on the Airport.

### **3.37 Non-waiver of Rights**

No failure by County to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial fees during the continuance of such breach, shall constitute a waiver of any such breach or of any such covenant, agreement, term or condition. No covenant, agreement, term or condition of the Agreement to be performed or complied with by Contractor, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by County. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

No receipt of monies by County from Contractor after the termination of this Agreement, or after the giving of any notice of the termination of this Agreement (unless such receipt cures the event of default which was the basis for the notice), shall reinstate, continue or extend the Term or affect any notice theretofore given to Contractor, or operate as a waiver of the right of County to enforce the payment fees payable by Contractor hereunder or thereafter falling due, or operate as a waiver of the right of County to recover possession of the Assigned Premises by proper remedy. It is expressly agreed that after the service of notice to terminate this Agreement or the commencement of any suit or summary proceedings, or after a final order or judgment for the possession of the Assigned Premises, County may demand, receive and collect any monies due or thereafter falling due without in any manner affecting such notice, proceeding, order, suit or judgment, all such monies collected being deemed payments on account of the use and occupation of the Assigned Premises or, at the election of County, on account of Contractor's liability hereunder.

### **3.38 Notice of Claims and Suit**

County and Contractor shall each give the other prompt and timely written notice of any personal injury or other accident claim for or in excess of One Thousand and 00/100 Dollars (\$1,000), and of any lawsuit coming to its knowledge when either such claim or lawsuit arises out of or is in any way connected with the Assigned Premises, the operations of Contractor hereunder, or the construction or operation of the Airport by County which in any way, directly, indirectly, contingently or otherwise, might reasonably affect the parties' relationship under this Agreement.

Such notice shall be deemed prompt and timely if given within thirty (30) calendar days following the date of receipt of such claim by an officer, agent, or employee of either party, and if given within ten (10) calendar days following the date of service of process upon either party with respect to any such lawsuit.

### **3.39 No Warranty re Airport**

County does not warrant that Airport will continue to be used as an airport during the Term of this Agreement. In the event that such Airport use is terminated, whether temporarily or permanently, Contractor shall neither claim nor have entitlement to any damages whatsoever from County.

### **3.40 Patents and Trademarks**

Contractor represents that it is the owner of or is fully authorized to use any and all services, processes, machines, articles, marks, names and slogans used in its operations under this Agreement. Contractor agrees to save and hold harmless the County, its officers, employees, agents and representatives from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright arising from any alleged or actual unfair competition or other similar claim arising out of the operations of Contractor under this Agreement.

### **3.41 Prior Damages and Vested Rights**

None of the provisions of this Article shall operate to preclude either party from obtaining judgment for any monies due and unpaid prior to termination or for any amounts required to be paid by one of the parties on account of the other party or paid to protect the property interests of one of the parties because of the acts of the other.

### **3.42 Prohibition of Liens**

Contractor shall pay promptly, as due, all persons supplying labor and materials for any alteration of or improvement to the Assigned Premises, and shall permit no lien or claim to be filed or prosecuted against County on account of such labor and materials furnished.

### **3.43 Property Rights**

#### **A. Contractor's Improvements During Term**

All Improvements constructed or installed by the Contractor, at Contractor's non-reimbursed expense, on the Assigned Premises shall remain the property of Contractor during the term of this Agreement.

At all times during the term of this Agreement, the Improvements which are owned by Contractor shall not be conveyed, transferred, or assigned unless such conveyance, transfer or assignment shall be to a person, corporation or other entity to whom this Agreement is being transferred or assigned simultaneously therewith in compliance with the provisions of this Agreement and at all times the holder of the leasehold interest of Contractor under this Agreement shall be the owner of said Improvements. Any attempt at conveyance, transfer or assignment of the Improvements, whether voluntarily or by operation of law or otherwise, to any person, corporation or other entity shall be void and of no effect whatever unless such conveyance, transfer, or assignment shall be to a person, corporation or other entity to whom this Agreement is being transferred or assigned simultaneously therewith in compliance with the provisions of said Agreement. Similarly, so long as said Improvements or any part thereof shall remain on the Assigned Premises, any attempted transfer or assignment of the leasehold interests of Contractor under this Agreement shall be void and of no effect whatever unless such transfer or assignment shall be to a person, corporation or other entity to whom said Improvements are being conveyed, transferred, or assigned simultaneously therewith.

**B. Property Rights on Termination by County**

Upon expiration or earlier termination of this Agreement for the reasons specified within, title to all Improvements shall, at the written election of the County, vest in County without any further cost to County; except that in lieu of taking title to such Improvements, County shall have the option to require removal by Contractor of any or all of the Improvements constructed or installed by Contractor as provided in Section 3.24.

**C. Option for Removal of Improvements**

Upon expiration or earlier termination of this Agreement, County may, at its option, require removal by Contractor, upon written notice by County, of any and all Improvements constructed or installed by Contractor and Contractor shall, within sixty (60) days of service of such notice, remove such Improvements and return the Assigned Premises to the same or comparable condition as when originally leased, reasonable wear and tear excepted.

**3.44 Regulations and Restrictions**

This Agreement, and the rights herein granted, shall be subject to any and all applicable federal, State and County rules, regulations, orders and restrictions which are now in force or which may hereafter be adopted by any duly authorized governmental agency with respect to Contractor's operation at the Airport. In the use of the Assigned Premises, Contractor agrees to observe, obey and abide by all ordinances, field rules and other regulations of County applicable thereto. In addition to the foregoing, Contractor shall comply immediately with any and all directives issued by the County.

**3.45 Release of Liability**

County shall not be liable for, and is hereby released from any and all liability to Contractor, to Contractor's insurance carrier or to anyone claiming under or through Contractor, for any loss or damage whatsoever to the property or effects of Contractor resulting from the discharge of water or other substance from pipes, sprinklers, conduits, containers, appurtenances thereof, or fixtures thereto, and from any damage resulting from the discharge or failure of electric current, regardless of cause or origin, except in the case of active negligence of County, its employees or agents.

**3.46 Removal of Contractor's Property**

If Contractor is not in default as to the payment of any fee, or other charge payable to County hereunder, Contractor may remove its inventory, other personal property and trade fixtures from the Assigned Premises upon expiration or sooner termination of this Agreement, without damage to the Assigned Premises, reasonable wear and tear excepted. If Contractor does not so elect, or otherwise fails to remove the same, or any part thereof, within thirty (30) days following County's regaining possession of the Assigned Premises and notice thereof, County may, at its option, either require such removal at Contractor's sole cost and expense, or keep such property, in which latter event, title to the same shall vest in County without any obligation to pay Contractor with respect thereto.

**3.47 Retention of Records**

Contractor shall keep available, for a period of five (5) years after each Agreement Year of operation, the books and records of account of Contractor for such year, showing the Contractor's Gross Revenues from business conducted under this Agreement, the deductions therefrom, and other pertinent information required by the provisions pursuant to this Agreement. Such books and records of account shall be made available to County or its duly authorized agents or auditors during the regular business hours of County at the Airport for the purpose of verifying the information set forth in any Annual Report or Monthly Report statement or for the purpose of verifying compliance by Contractor with the terms of this Agreement.

### **3.48 Right of Access**

County, its officers, agents, and employees shall have the right, without limitation, throughout the Term of this Agreement, to enter upon the Assigned Premises for any lawful purpose, including the repair, replacement, or improvement of facility-related items, and including the purpose of determining whether Contractor is complying with its obligations hereunder. The County will make reasonable effort not to interfere with Contractor's operation within the Assigned Premises.

Such entry by County shall not be deemed to excuse Contractor's performance of any promise, term, condition, or covenant required of it by this Agreement, and shall not be deemed to constitute waiver thereof by County.

Prior to entering on the Assigned Premises, County shall give reasonable notice of its intent to enter. However, such notice requirement shall not apply in cases of emergency, when the Contractor has abandoned or surrendered the Assigned Premises, or where Contractor, or Contractor's agent, consents to such entry. Notice under this Section may be given by any means, including oral notice to an owner, officer, or employee of Contractor or by posting a written notice upon the Assigned Premises. Twenty-four (24) hours notice shall be deemed reasonable in absence of evidence that a shorter notice period is reasonable.

An entry obtained by County by any of the foregoing means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of the Assigned Premises, or an eviction of Contractor from the Assigned Premises or any portion thereof. Additionally, exercise of any right of entry by County under this Section shall not impose any obligation on County in addition to those assumed in this Agreement.

County may, during the progress of any work on the Assigned Premises, take all necessary materials and equipment onto the Assigned Premises without the same constituting an eviction, nor shall Contractor be entitled to any abatement of Rent while such work is in progress nor to any damages by reason of loss or interruption of business or otherwise.

### **3.49 Right to Nonexclusive Use of Airport**

Contractor, throughout the Term hereof, shall have the right to the nonexclusive use, in common with others, of the Airport parking area, appurtenances and improvements thereon; the right of ingress to and egress from the Assigned Premises, which right shall extend to Contractor's employees, guests, invitees and patrons; and the right, in common with others so authorized, to use common areas of the Airport, including roadways and other conveniences, provided, however, Contractor shall not impair ingress or egress to other leased or public areas of the Airport.

### **3.50 Risk Reduction**

Contractor shall neither use nor permit the use of the Assigned Premises in such a manner as to increase the rate of insurance thereon in excess of that in existence at the commencement of the Term hereof.

### **3.51 Signs**

Contractor shall not erect, maintain, or display any Sign on the Assigned Premises, or elsewhere at the Airport, without the prior written consent of the County. Contractor shall request the County's approval by submitting a written request, accompanied by a detailed rendering or drawing of each proposed Sign.

### **3.52 Statement Regarding a Certified Access Specialist**

Pursuant to California Civil Code §1938, the County states that the Assigned Premises:

- Have not undergone an inspection by a Certified Access Specialist (CASp).
- Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

- Have undergone an inspection by a Certified Access Specialist (CASP) and it was determined that the leased Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

### **3.53 Successors and Assigns**

The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors, assigns and personal representatives of the parties hereto.

### **3.54 Surrender of Assigned Premises**

County is not required to give Contractor any notice to quit possession of the Assigned Premises upon expiration or sooner termination of this Agreement. Contractor covenants and agrees it shall peaceably surrender possession of the Assigned Premises upon expiration or sooner termination of this Agreement in good condition, reasonable wear and tear, acts of God, fire and other casualties excepted, and County shall have the right to take possession of the Assigned Premises.

### **3.55 Taxes**

Contractor shall, at its sole cost and expense, pay any and all taxes for which it is responsible, or which may be assessed against it.

#### **A. Possessory Interest and Property Taxation**

Under this Agreement, a possessory interest subject to property taxation may be created. Pursuant to California Revenue and Taxation Code Section 107.6 and Government Code Section 53340.1, notice is hereby given that such property interest may be subject to property taxation and special taxation pursuant to Chapter 25, Division 2 of the Government Code (Mello Roos Community Facilities Act of 1982), and that the party in whom the possessory interest is vested may be subject to the payment of property taxes and special taxes levied on such interest.

Contractor shall pay any and all taxes, assessments, and other charges of whatsoever character that may be levied or charged upon Contractor's interest as herein may be created, improvements, operations, or right to use the Assigned Premises.

#### **B. Right to Contest Taxes**

Contractor shall have the right to contest in its own name, or, to the extent reasonably necessary, in County's name, in good faith and by all appropriate proceedings, the amount, applicability, or validity of any tax assessment pertaining to the surface of Airport property and Contractor's operations thereon.

In the event Contractor initiates such contest, County shall reasonably cooperate with Contractor, provided that such contest will not subject any part of the surface of Airport property to forfeiture or loss; and provided, further, that if Contractor contests any assessment made by the Assessor of County, such contest shall not be initiated in the name of County, and County shall not be obligated to cooperate therewith.

If, at any time, payment of any tax or assessment becomes necessary to prevent any forfeiture or loss, Contractor shall timely pay such tax or assessment to prevent such forfeiture or loss.

### **3.56 Time of the Essence**

Time is of the essence in performance of this Agreement.

### **3.57 Title to the Assigned Premises**

Fee title to the Assigned Premises is and shall remain vested in the County. Nothing in this Agreement contained or any action or inaction by County shall be deemed or construed to mean that County has granted to Contractor any right, power or permission to do any act or to

make any agreement which may create, give rise to, or be the foundation for, any right, title, interest, lien, charge or other encumbrance upon the estate of County in the Assigned Premises.

**3.58 *Vehicle and Equipment Parking***

Vehicular and equipment parking by Contractor, its employees, agents, licensees, suppliers, and subcontractors shall be restricted to such areas at the Airport as are designated by the County. Such parking shall be subject to the payment of such parking fees and charges as may from time to time be in effect for such designated areas.



**3.59 Execution of Agreement**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the day and year executed by the Director.

(SEAL)

County OF SACRAMENTO, a political  
subdivision of the State of California

“County”

Date: \_\_\_\_\_

By: \_\_\_\_\_

John Wheat, Director of Airports on  
behalf of the Board of Supervisors of the  
County of Sacramento, California

(SEAL)

\_\_\_\_\_  
“Contractor”

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Name) \_\_\_\_\_

(Title) \_\_\_\_\_

REVIEWED AND APPROVED:

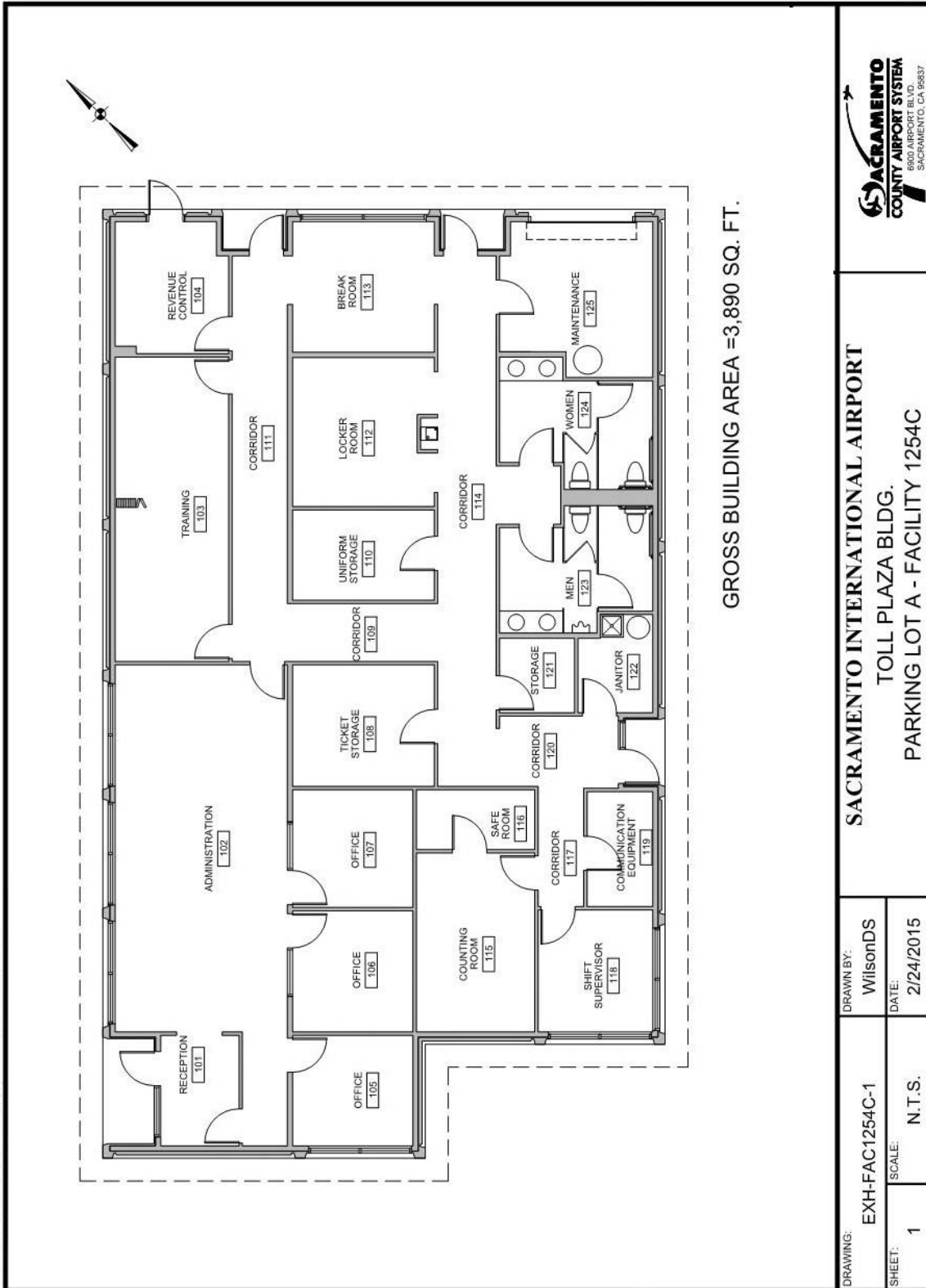
By: \_\_\_\_\_  
County Counsel

**EXHIBIT A**  
**CONTRACTOR'S PROPOSAL**

# EXHIBIT B

## ASSIGNED PREMISES

### A. Parking Lot Management Facility

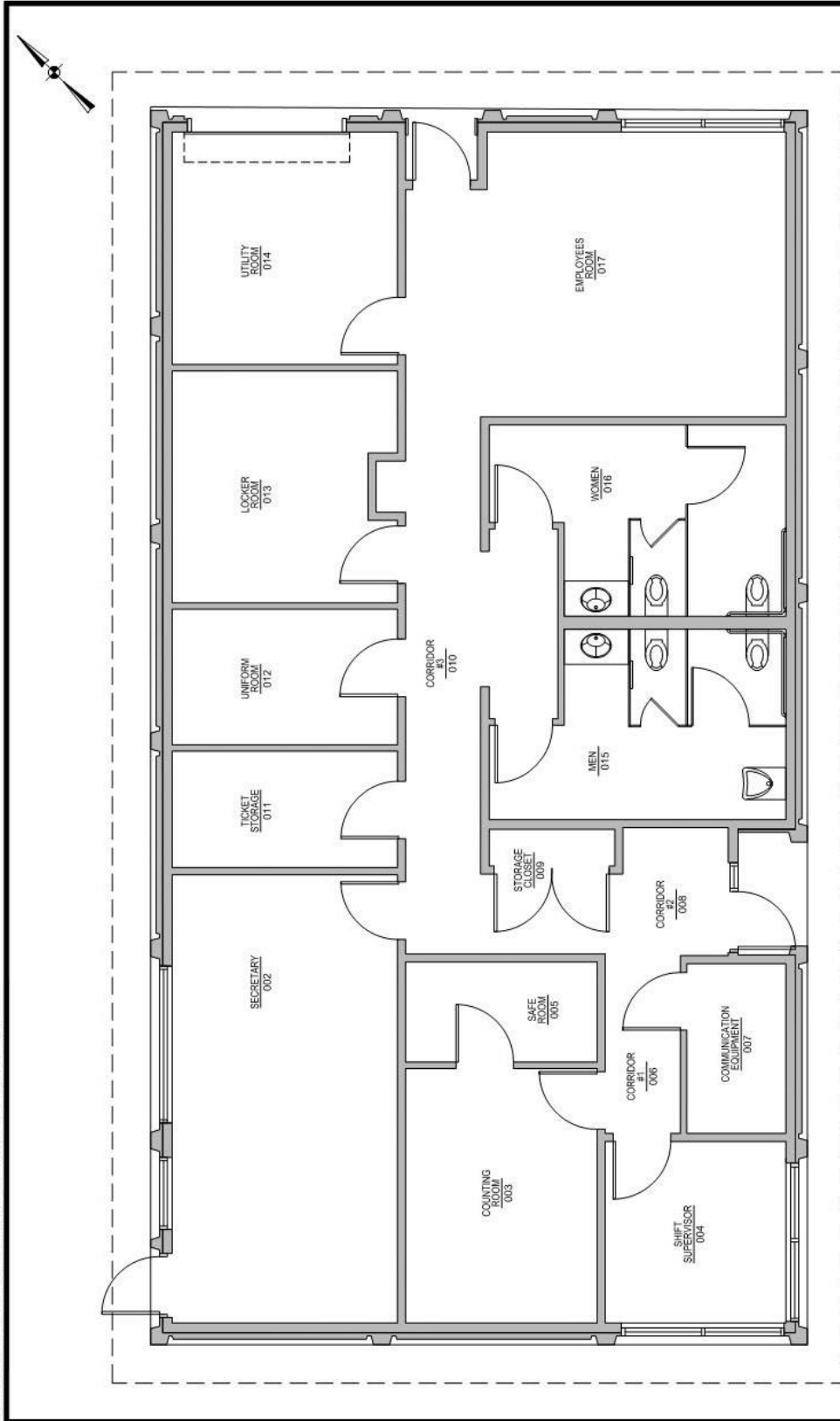


Updated: 2/24/2015 - Printed: 2/24/2015 6:26:49 AM By: Manojk Paul  
 File: W:\A\T\CAD\Master\exhibit\floorplans\EXH-FAC1254C-1.dwg (Tab: Exhibit-C1)

	
<b>SACRAMENTO INTERNATIONAL AIRPORT</b> TOLL PLAZA BLDG. PARKING LOT A - FACILITY 1254C	
DRAWING:	EXH-FAC1254C-1
DRAWN BY:	WilsonDS
SHEET:	1
SCALE:	N.T.S.
DATE:	2/24/2015

**B. Shuttle Bus Management Facility**

Updated: 2/24/2015 - Pinned: 2/24/2015 6:38:19 AM By: Manojak, Paul  
 File: W:\AUTOCAD\Master\m\shuttlebus\floorplans\EXH-FAC1254A-1.dwg (Tab: Exhibit-C2)



GROSS BUILDING AREA = 2,204 SQ. FT.

DRAWINGS:		EXH-FAC1254A-1	DRAWN BY:	WILSONDS	
SHEET:	1	SCALE:	N.T.S.	DATE:	2/24/2015
<b>SACRAMENTO INTERNATIONAL AIRPORT</b> BUILDING AT TOLL PLAZA PARKING LOT B - FACILITY 1254A					
 SACRAMENTO, CA 95837					

## EXHIBIT C

### SCOPE OF SERVICES

#### PARKING LOT MANAGEMENT

##### A. SCOPE

Contractor shall provide the necessary staff to perform the following services at Airport, in accordance with the terms, conditions and covenants set forth herein:

##### 1. Operate and Manage Lots

Operate and manage the Airport Parking Lots in accordance with this Agreement and Contractor's Proposal, as specified in EXHIBIT A. In case of conflict between this Agreement and the Contractor's Proposal, the provisions of this Agreement shall govern. The Director may, by thirty (30) days written notice to Contractor, revise the Scope of Services so long as such revision does not materially increase Contractor's Non-Reimbursable Expense or materially modify the services required of Contractor under this Agreement.

##### a. Open and Close Lots

During periods when the number of parking customers peaks, or as otherwise directed by the County, Contractor shall:

- i. monitor Parking Lots occupancy rates;
- ii. close the Parking Lots when they are at capacity, after consultation and approval by the County; and
- iii. reopen the Parking Lots promptly as soon as there is sufficient room to accommodate the incoming flow of motor vehicles.

##### b. Direct Traffic

As needed and upon the Director's request, direct traffic at any Parking Lot at Airport.

##### c. Overflow Parking

Overflow parking areas will be used during holidays and other peak periods, as directed by the County. Contractor shall work with the County to establish contingency plans for opening and closing the Parking Lots in response to demand. During certain peak times, Contractor shall hire and provide all appropriate training and supervision of workers to direct traffic within the Parking Lots or to otherwise assist Airport customers, with the County's prior approval.

##### d. Inventory

Contractor shall accurately count each night all vehicles in all Parking Lots under the control of the Contractor using County-owned, computerized license plate inventory equipment. Such inventory shall be utilized for calculation of lost ticket parking fees, to assist patrons in locating vehicles, to identify lost or stolen vehicles, and as a management tool to track parking patterns and lot utilization.

e. Inspections

Contractor shall inspect the Parking Lots daily. If during an inspection Contractor finds anything in need of maintenance, Contractor shall promptly notify and cooperate fully with the County in the execution of the County's maintenance and repair obligations under this Agreement. Contractor shall also promptly inform the County when equipment problems interfere with normal operations. Contractor shall keep a record of maintenance performed and a log of equipment problems and actions taken.

Monthly, or on a schedule approved by the County in advance, Contractor shall be responsible for performing inspections of the customer service and emergency call intercoms located in Parking Lots, bus shelters, Parking Lot entrances and other facilities. A record of each inspection shall be kept by Contractor and shared with the County on a monthly basis. Phones and intercoms that are malfunctioning shall be immediately reported to the County.

f. Abandoned Liens

Contractor shall cause the timely removal of abandoned vehicles from the Parking Lots and perform a lien sale in accordance with procedures required by the applicable local, State and federal law.

g. Flight Crew Parking

Contractor shall be responsible for the non-domicile flight crew parking. Contractor's duties shall include: (a) determining eligibility based on County's approved criteria, (b) managing invoices, (c) collecting fees, (d) mailing notices, and (e) keeping records. The County, at its sole discretion, may increase or decrease the number of non-domicile flight crew parking allowed to park in a location designated by the County and may modify eligibility criteria.

h. Clean Lots

Contractor shall maintain the cleanliness of Parking Lots and shuttle bus enclosures within such lots free from all trash, debris, rubbish, or waste of any kind or character, and shall not permit such substances to lie about or accumulate.

Contractor shall inspect and clean such Parking Lots on a regularly scheduled basis, and whenever requested by the Director.

Contractor shall temporarily store such substances on Airport, pending such disposal, only in tightly covered receptacles, removed from public view.

In the event that Contractor fails to maintain the Parking Lots to the satisfaction of the Director, the Contractor shall correct such deficiency within forty-eight (48) hours following written notice thereof from the Director. In the event that Contractor does not correct such deficiency to the satisfaction of the Director, County may itself correct such deficiency without further notice to Contractor. In such event, County's costs of correction shall be deducted from Management Fees payable to Contractor.

County shall provide five (5) days notice to the Contractor of County's periodic street cleaning of the main drive aisles of each paved Parking Lot. However, at all other times Contractor shall maintain the cleanliness of the Parking Lots.

Contractor shall be solely responsible for any damage of any kind or character proximately caused by any act or omission of Contractor, its officers, agents, employees, invitees (excluding Parking Lot patrons), subcontractors or suppliers, to any part of County premises, vehicles, fixtures or equipment, including, but not necessarily limited to, the Parking Lots, equipment or other appurtenances thereto, and vehicles used in connection therewith. County may, at its sole discretion, perform repair of such damage, including replacement of damaged property, whether real or personal, at Contractor's sole expense, or require Contractor to perform such repair or replacement at Contractor's sole expense.

County shall, without cost to Contractor, be responsible for all other County Parking Lot maintenance, repair and markings, including, but not necessarily limited to, lighting, paved surfaces, provision of electrical power, and all Parking Lot signs, painting, striping and directional markings of any kind or character.

Contractor shall, in writing, notify the Director forthwith of any condition in or about such Parking Lots known or reasonably believed by Contractor to require such maintenance, repair or markings by County.

i. Tow Illegally Parked Vehicles

Contractor shall carry out County policies and procedures for handling motor vehicles that have been abandoned within the Parking Lots but shall not tow, or cause to be towed, any motor vehicle without prior approval from the County. Contractor shall relocate any improperly or illegally parked motor vehicles, to a location determined by the County, in the discretion of the County and in accordance with applicable County policies and procedures. Contractor shall use a commercial towing company for the removal or relocation of any motor vehicle. Towing fees paid by Contractor pursuant to this Section shall be reimbursable under this Agreement

j. Signs

Contractor shall not place any signs upon the County premises without the written authority of the Director.

County shall, at its sole expense, provide and post signs accurately displaying Parking Lot Fees and Charges, and other Parking Lot signs deemed necessary or convenient by the Director, at Parking Lot locations determined by the Director. However, in a manner acceptable to the Director, Contractor is responsible for posting, removing, amending, and changing County provided signs to accurately reflect current Parking Lot conditions (i.e. Parking Lot closures, detours, etc.).

2. Operate the Parking and Revenue Control System (PARCS)

a. PARCS

Contractor shall use existing County-owned automated PARCS to maximize fiscal controls and operational efficiency, and attain system design standards. The County, in its sole discretion, may add or delete parking areas, construct or demolish parking structures, and make other changes to the Parking Lots in order to accommodate parking requirements at the Airport. If feasible under circumstances, the County shall give Contractor at least thirty (30) calendar days' notice of any material change in the Parking Lots. Contractor shall work diligently with the County to implement any change to the Parking Lots, as directed by the County.

As of the effective date of this Agreement, the PARCS is operated by a SKIDATA Revenue Control System provided by the County and consists of:

- i. Eight (8) Pay-On-Foot (POF) devices
- ii. Mobile License Plate Inventory system (installed on 3 vehicles)
- iii. License Plate Recognition system at all public pay entry and exit lots
- iv. Thirteen (13) express exit stations
- v. Nine (9) cashier booths

Except as otherwise specified in this Agreement, the County or its vendors shall provide equipment, hardware, software, and materials for, and shall perform all maintenance on and repair of all equipment included in the PARCS, including gates, ticket dispensers, and express exit and POF automated pay machines. Contractor shall train its employees in the operation of the PARCS.

b. Routine Equipment Maintenance

Unless otherwise directed by the Director, Contractor shall have responsibility for maintaining and operating all Parking Lot equipment. However, Contractor shall neither have nor allow access to Parking Lot transaction counting devices associated with exit gates, except in the presence of the Director or other representative of County authorized in writing by Director. Additionally, Contractor's personnel shall witness all access to such Parking Lot transaction counting devices.

Contractor shall operate the PARCS including, without limitation, monitoring, appropriate data input, periodic data logging and back-up, and monthly report generation. Contractor shall also ensure that all PARCS equipment is operating and shall notify the County when any PARCS equipment is out of order or not functioning properly. For the purposes of this Section, unless otherwise directed by the County, Contractor shall perform the routine functions listed below pursuant to specifications set by the County, and these routine functions shall not be considered maintenance:

- i. replacing ticket and receipt stock in the cashier terminals, printers and Quick-Pay automated pay machines;
- ii. restocking tickets in the ticket issuing machines, and Pay-On-Foot automated pay machines
- iii. replacing broken gate arms;
- iv. resetting equipment that is temporarily disabled;
- v. performing initial diagnosis of equipment problems and making appropriate repairs if it is the responsibility of Contractor or, if it is the responsibility of the County, promptly reporting the equipment problem to the County; and
- vi. placing barricades and signs, or taking any other actions needed to assist customers in the event of PARCS problems.

The County reserves the right to change the PARCS, including the number and type of cashier booths and pay machines during the term of this Agreement.

Contractor shall notify County when maintenance is needed on any County-owned equipment. Furthermore, Contractor shall provide County with access to such devices, upon request.

Contractor shall give the Director immediate oral notice of any malfunction or breakdown of any Parking Lot equipment supplying audit data or affecting Parking Lot ingress or egress, and shall give the Director such oral notice of the date and time such malfunction or breakdown is corrected or repaired. Contractor shall



transmit the details of the malfunction or breakdown and written confirmation of correction or repair to the Director, within twenty-four (24) hours following such correction or repair.

c. Tickets

Contractor shall provide all tickets necessary for use in the Parking Lots that are the subject of this Agreement, and shall issue, collect and retain such tickets in accordance with the terms of this Agreement. Such tickets shall be sequentially pre-numbered, accurately dated, and accurately time-stamped as to the time that each vehicle enters and exits such Parking Lot. Tickets issued for use of Parking Lots shall be collected at the time of vehicle exit therefrom. When purchasing ticket stock, or any other supplies, Contractor shall make its best effort to reduce County costs by soliciting competitive bids in a manner acceptable to the Director.

3. Collection of Fees & Charges

a. Cash Handling Manuals

Contractor shall maintain an up-to-date, written, operating manual (Cash Handling Manual), approved by the County, with instructions for handling cash, other revenue, or receivables under this Agreement. Contractor shall review the Cash Handling Manual at least annually, and revise it as appropriate to meet the requirements of this Agreement, and shall obtain County approval prior to implementing any changes. The County may direct Contractor to modify the Cash Handling Manual, upon thirty (30) calendar days' notice. The Cash Handling Manual shall include, but not be limited to: (a) procedures for servicing the Pay-On-Foot machines; (b) cash handling procedures for checks, credit cards, lost tickets; (c) non-revenue transactions; and (d) verification that written agreements include an acknowledgement by the service provider of their procedural responsibility for securing cardholder data.

b. Training

Contractor shall implement and maintain appropriate policies and procedures including, but not limited to, appropriate training for Contractor's employees, to ensure that the security of credit/debit payment cardholder data in Contractor's possession is in compliance with Payment Card Industry (PCI) Security Standards Council (SSC) Data Security Standards for payments. The County reserves the right to review and/or audit any such policies and procedures.

c. PCI Compliant

Contractor represents and warrants that Contractor is familiar with the latest PCI Data Security Standard (DSS), including all credit card and account information protected under the PCI DSS, Payment Application (PA) DSS, PIN Transaction Security (PTS) and related payment card industry standards. Contractor shall comply with all applicable requirements for handling PCI data, including compliance with any certifications and practices set forth at the Security Standards Council's website, which can be found at: [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org), for anyone who is subject to PCI DSS requirements. Contractor agrees to provide written evidence of Contractor's certification and written procedures under applicable PCI standards.

d. Financial Liability

Contractor shall be responsible for any and all financial or other liability caused by Contractor's breach of Protected Information including, but not limited to, credit card and debit card information. For the purposes of this Section, "Protected Information" shall mean all data and information, in written or other tangible form, or in electronic or non-tangible form, whether or not designated as confidential, but treated as confidential by the County including, without limitation: PCI data, including all credit card, debit card and account information protected under the PCI-DSS, PA-DSS, PTS and related payment card industry standards. Such liability shall include, at a minimum, all costs associated with the notification of affected parties, credit report analysis and monitoring, any associated attorney fees, and any applicable call center service and public relations expenses. Contractor shall comply with all applicable federal or State privacy or data protection statutes, rules, or regulations governing Contractor's activities pursuant to this Agreement; provided, however, that prior to giving notice under any applicable reporting requirement, Contractor shall first notify the County within twenty-four (24) hours of Contractor's discovery of the data breach. In addition, Contractor shall also report to the County within twenty-four (24) hours of Contractor's discovery any breaches of security or unauthorized access to the County's systems, whether or not the breach of security or unauthorized access rise to a reportable level under any applicable reporting requirement, and whether or not the breach resulted in the loss of Protected Information.

e. Collection and Handling

Contractor shall charge and collect from all users of the Parking Lots fees and charges established by the County. All fees and charges collected by Contractor, including overcharges and cashier overages, are the property of the County and, while in Contractor's custody, are held in trust for the County. Contractor shall properly handle and account for all fees and charges collected. Contractor shall deposit all collected fees and charges into a bank account designated by the County at a frequency established by the County and in accordance with a schedule agreed to in advance with a third party armored car provider paid for by Contractor to handle money deposits. Contractor's armored car service provider shall collect all deposited funds and Contractor shall provide the County with routing slips substantiating the collection date and processing of non-parking funds. Contractor shall replace, at its own cost, any funds that are lost, stolen, or unaccounted for, including any undercharges, within two (2) business days after the funds are discovered missing. Contractor shall also reimburse the County for the full amount of any undercharges to parking customers for which Contractor is responsible. Customer overcharges will not be used as an offset against undercharges.

Contractor shall charge, collect and handle all Parking Lot Fees and Charges in strict accordance with the terms of this Agreement.

Any increase or decrease in Parking Lot fees or charges shall be determined by the County in its sole discretion. If such changed fees or charges are applicable to the Parking Lots, they shall become effective immediately upon the County providing written notice to the Contractor. If applicable to other than the Parking Lots, such as employee or ground transportation Parking Lots, such changed fees or charges shall become effective as to Contractor upon receipt of written notice thereof from the Director. Contractor shall not allow "in-and-out" privileges, ticket validations, or courtesy allowances unless authorized in writing by the Director.

Director shall have authority to exclude certain kinds of vehicles from charges for Parking Lot use (e.g. tow trucks, delivery vehicles for County tenants, etc.). When Director authorizes Contractor in the form of a written procedure or instruction to exclude such vehicles, Contractor shall not impose charges for Parking Lot use by such vehicles.

Contractor shall collect all Parking Lot Fees and Charges in cash, by debit card or by such credit cards as Visa, MasterCard, American Express, Discover or other credit cards of similar in nature approved in writing by the Director. Collections may be by check only as a last resort when no other acceptable collection means is available from the customer. The Contractor shall develop a policy for approval by the Director which meets these criteria for accepting checks as a method of payment for Parking Lot Fees and Charges.

County reserves the right from time-to-time throughout the term of this Agreement to close any of the Parking Lots, or portion thereof, either temporarily or permanently, as determined by the Director, in his sole discretion.

County reserves the right from time-to-time throughout the term of this Agreement to offer free or discounted parking at Airport, in any Parking Lot subject to this Agreement, or portion thereof, as determined by the County, in its sole discretion.

County shall give Contractor five (5) days advance written notice of any proposed Parking Lot closure, or free parking or discounted parking. However, such lot closure or free or discounted parking shall not affect the basis of calculating compensation payable to Contractor herein, and County shall have no liability whatsoever, and Contractor shall make no claim, for any loss, cost, expense or damage to Contractor with respect thereto.

County also reserves the right from time to time throughout the term of this Agreement to add Parking Lots at Airport to be operated and managed by Contractor under the terms of this Agreement. Director shall give at least thirty (30) days advance written notice of the addition of such lots.

In the event a ticket is lost by a Parking Lot patron, Contractor shall obtain, on a form approved by the Director, and signed by such patron, at a minimum: the patron's name, address, home and business telephone numbers, vehicle license number, date and time of Parking Lot entrance, and such other information as the Director may require in writing. This minimum requirement may be modified by written notice by the Director. Contractor shall time-stamp the form and retain it in lieu of the lost ticket.

f. Deposits

Throughout the term of this Agreement, Contractor shall deposit all Gross Receipts to the account of County, in accordance with written instructions and a deposit schedule issued by the Director.

County shall furnish Contractor with a copy of any deposit slip, or other documentation received by County as to the amount of such deposits, upon request by Contractor.

In the event of imposition of any taxes or any ground transportation program surcharge or assessment upon Parking Lot patrons, Contractor shall collect, handle, or deposit such taxes, surcharges or assessments in accordance with written instructions, which shall be issued by the Director.

Coin delivery shall be arranged by Contractor in a manner acceptable to the Director.

g. Shortages and Theft

Contractor shall notify the Director and the Sacramento County Sheriff Airport Division as soon as Contractor becomes aware of the following: 1) any shortage in Gross Receipts in excess of the sum of one hundred dollars (\$100.00); 2) any known or reasonably suspected embezzlement or theft of Gross Receipts; and 3) any theft of or vandalism to Parking Lot equipment or other property (either public or private). Additionally, Contractor shall transmit written report of such information, in all known detail, to the Director and Airport Sheriff within twenty-four (24) hours after discovery. Contractor shall cooperate fully with County and law enforcement personnel in the investigation and prosecution of such occurrences.

4. Customer Service

Establish and maintain a high level of customer service to Airport patrons in partnership with and meeting the standards of County management.

a. Parking Assistance

Contractor shall provide free assistance to Parking Lots' customers including, but not limited to:

- i. battery jumps;
- ii. location of vehicles;
- iii. inflation of tires; and
- iv. such other duties as the County may require in writing.

Free assistance shall be provided in the Parking Lots and on the roadways in front of the terminals. Free assistance shall be limited and is intended to help customers leave the Parking Lots and the Airport. Contractor shall, at all times, obtain a signed waiver in a form approved by the County, from all customers before providing free assistance to any vehicle. When attempting to jump start a vehicle, Contractor's employees must be properly trained and must wear appropriate personal protective equipment to prevent injury. If the measures available through Contractor are not sufficient to provide the needed assistance to a customer, Contractor shall assist the customer in summoning other aid and provide temporary shelter for the customer, as appropriate. Service vehicles summoned to aid a customer shall be allowed free entrance and exit from the Parking Lots.

Provide such other services to the users of the Airport, as determined to be necessary by the Director, for the efficient and safe operation of the Parking Lots.

b. Nightly Patrols

Contractor shall provide nightly patrols in the Parking Garage, the Economy Lot, Daily Lot and the Employee Parking Lots. A written log shall be maintained during each night shift and submitted to the Manager at the end of the patrol. If suspicious

or criminal activity, an accident, or unsafe conditions are observed, Contractor shall note the specific location and any pertinent identifying information, immediately notify the Airport Communications Center, and be available to brief Airport Sheriff and standby for instructions. Contractor shall not attempt to arrest, search, or detain individuals under any circumstances. The County and Contractor shall work together to develop a written patrol schedule. Any changes in the schedule must be approved in advance by the County in writing.

c. Complaints and Compliments

Contractor shall respond to all complaints or inquiries made by Parking Lot patrons respecting Airport Parking Lots or any aspect of Contractor's operations at County, within seventy-two (72) hours following receipt thereof, whether such complaints or inquiries are directed to Contractor from such patron written or verbally. Contractor shall copy the County on all responses to complaints or inquiries. Contractor shall also keep a log of verbal complaints and inquiries, which Contractor shall produce for Director within 48 hours of Director's request.

d. Lost and Found

Contractor shall ensure that any personal property found in the Parking Lots is delivered to the Airport's Lost and Found Office or to such other location as may be designated by the County, as soon as is feasible, but in no event later than the first (1st) business day after the day in which the lost property was found. The finder's interest in and responsibilities with respect to found property shall accrue to the Airport as soon as the property comes into Contractor's possession. No finder's interest shall be retained in the found property.

5. Recommendations and Other Duties

- a. Provide recommendations to County management staff regarding industry trends and services.
- b. Other duties as requested by Director.

B. PERSONNEL

1. Manager

Throughout the term of this Agreement, Contractor shall provide a qualified, competent and experienced manager with at least 3 years of parking management experience, on duty at Airport during generally accepted weekday office hours (typically 8:00 a.m. to 5:00 p.m., Monday through Friday), 40 hours per week. The manager shall manage and supervise Contractor's day-to-day operations at Airport, and shall be available on an on-call basis 24 hours per day, 7 days per week unless written arrangements have been made satisfactory to County prior to any time Manager is unavailable. Unless approved in writing by the Director, Contractor shall not assign such manager with any other management responsibility for any other operation(s) of Contractor, or any other duties which would adversely affect the manager's full-time responsibilities under this Agreement. The appointment of the manager shall be subject to the prior review and approval of the Director, which approval shall not be unreasonably delayed or denied. Any approval of a manager may be based upon reasonable operating requirements including, but not limited to, competency, experience, and availability.

## 2. Supervisors

Throughout the term of this Agreement, Contractor shall provide an active, qualified, competent and experienced supervisor(s). The supervisor(s) shall manage and supervise Contractor's operations at Airport in the absence of the Manager. Unless approved in writing by the Director, Contractor shall not assign such supervisor(s) responsibility for other duties, or any other duties affecting the supervisor(s)'s full-time responsibilities under this Agreement. There shall always be at least one employee of Contractor with supervisory status on duty 24 hours a day, 7 days a week.

## 3. Parking Lot Personnel

For the performance of the scope of services required of Contractor by this Agreement, Contractor shall provide, in numbers sufficient for prompt and efficient service to the public, as defined by the County, Parking Lot personnel at Airport twenty-four (24) hours per day, each and every day throughout the term of this Agreement.

## 4. Miscellaneous Personnel

In addition to the foregoing, Contractor shall provide other personnel at Airport, upon request by the Director. The Director may, from time to time throughout the term of this Agreement, request either the temporary or permanent addition of such other personnel to Contractor's staff at Airport, for the performance of miscellaneous duties within the scope of this Agreement, whenever deemed necessary by the Director.

## C. VEHICLES

### 1. Existing Vehicles

Contractor shall utilize the County provided vehicles specified below in Section 4, List of Vehicles, in performance of the Scope of Services of this Agreement. The Director shall have the authority to amend the List of Vehicles by giving written notice to the Contractor.

County will retain a security interest in said vehicles and, unless otherwise provided herein, is and shall remain the legal owner thereof on such basis.

If Contractor provides vehicles used in the execution of this Agreement, Contractor shall utilize the vehicles as detailed in Contractor's Proposal as specified in EXHIBIT A, and such additional vehicles as approved in writing by Director. All Contractor-provided vehicles must be properly insured, maintained and identifiable in accordance with the terms and conditions of this Agreement.

### 2. Vehicle Use and Replacement

County shall, in its sole discretion, determine the total number and types of vehicles that shall be available at any time for use in connection with operations and maintenance of the Parking Lots. County shall, in its sole discretion, determine when such vehicles shall be removed from such use entirely, and whether or not vehicles so removed shall be replaced.

County shall have the right to acquire or provide vehicles in addition to, or in replacement of, such existing vehicles, with or without the consent or participation of Contractor under arrangements determined by County, in its sole discretion.

### 3. Vehicle Maintenance

Contractor shall maintain the interior and exterior of all vehicles referred to in this Agreement in a clean, attractive condition at all times, including repair of damage of any kind or character when such damage was caused by Contractor's negligence.

Additionally, Contractor shall enforce the County's "No Smoking" policy in each vehicle. For purposes of this Section, "clean" shall be defined as:

- a. free from exterior damage, including dents and paint repair
- b. free from garbage or items unnecessary for the safe efficient operation of the vehicle for its intended purpose,
- c. exterior washed and interior floors vacuumed as required, but no less than weekly,
- d. other requirements that may be added or deleted by the Director or his or her designated representative.

County shall, at its own expense, provide Contractor with all fuel, oil, tires and other products necessary for mechanical operation of such vehicles, and County shall likewise maintain and repair the mechanical condition thereof, including parts and labor. For such maintenance, Contractor shall deliver the vehicles to County at a time and place and in a manner specified by the Director. Notwithstanding the foregoing, County reserves the right, in the alternative, to require Contractor to provide mechanical products necessary for operation of the vehicles and mechanical maintenance and repair, in which event County shall reimburse Contractor for the cost thereof as an Operating Expense, under the terms and conditions pertaining to Operating Expenses set forth herein.

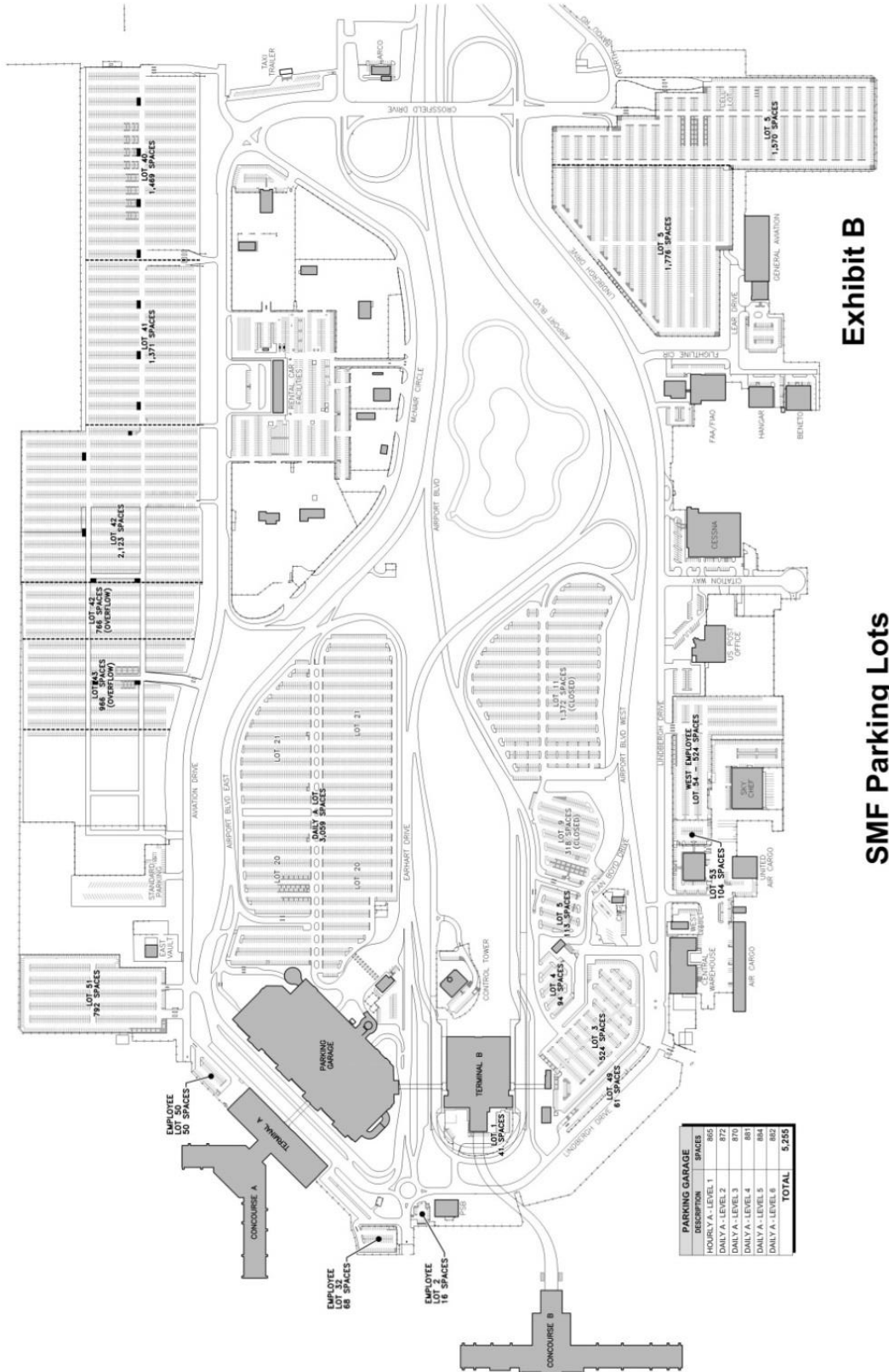
If Contractor or any of its drivers are found to be recklessly abusing the tires of the shuttle buses beyond normal wear and tear, Contractor will be held responsible for the replacement of the damaged tires and said tires' cost will not be considered a Reimbursable Expense. Reckless abuse includes, but is not limited to, driving the bus too close to a curb and curbing the sides of the tires.

Contractor shall notify the Director in writing of any condition known or reasonably believed by Contractor to require maintenance or repair by County. Contractor shall also make weekly reports, in a form acceptable to the Director, detailing any damage, whether major or minor, to any vehicles.

### 4. List of Vehicles

EqNo	Dept	Fuel	Year	Make	Model	Description
		Gas	2004	Honda	Civic Hybrid	LPI Cameras Installed
		Gas	2004	Honda	Civic Hybrid	LPI Cameras Installed
		Gas	2007	Honda	Civic Hybrid	LPI Cameras Installed
		Gas	2010	Ford	Ranger	Pick Up Truck
		Gas	2006	Ford	Econoline	8 Passenger Van
		Gas	2012	Chevrolet	1500	8 Passenger Van

D. MAP OF PARKING LOTS



PARKING GARAGE	DESCRIPTION	SPACES
	HOV 3+ LEVEL 1	872
	DAILY A - LEVEL 2	870
	DAILY A - LEVEL 3	881
	DAILY A - LEVEL 4	884
	DAILY A - LEVEL 5	882
	DAILY A - LEVEL 6	882
	<b>TOTAL</b>	<b>5,255</b>

Exhibit B

SMF Parking Lots



## SHUTTLE BUS MANAGEMENT

### A. SCOPE

Contractor shall provide the necessary staff to perform the following services at Airport, in accordance with the terms, conditions and covenants set forth herein.

Contractor shall provide all personnel, materials, supervision and other items necessary to: 1) perform Comprehensive Shuttle Bus Operations at the Airport, "Comprehensive Shuttle Bus Operations" means shuttle bus service for the transportation of rental car customers between the terminals and the rental car building (Rental Car Shuttle Operations), Parking Lot customers between the terminals and the Parking Lots (Parking Shuttle Operations), Airport employees between the terminals and the Employee Parking Lot(s) (Employee Shuttle Operations); 2) provide shuttle bus dispatching services; 3) ensure compliance with all applicable laws, rules, regulations and standards for busing operations; 4) accurately track and account for expenses and be able to differentiate between costs associated with each component of the Comprehensive Shuttle Bus Operations; and 5) establish and maintain superior levels of customer service by using a demand based system that allows for peak period and seasonal adjustments.

Contractor shall maintain communication with Director concerning its performance of the Comprehensive Shuttle Bus Operations and to establish the operating procedures under which the Comprehensive Shuttle Bus Operations shall be performed.

#### 1. Operate and Manage Shuttle Bus Routes

Contractor shall operate the Comprehensive Shuttle Bus Operations in accordance with this Agreement and Contractor's Proposal, as specified in EXHIBIT A. In case of conflict between this Agreement and the Contractor's Proposal, the provisions of this Agreement shall govern. The Director may, by thirty (30) days written notice to Contractor, revise the Scope of Services so long as such revision does not materially increase Contractor's Non-Reimbursable Expense or materially modify the services required of Contractor under this Agreement.

##### a. Routes

##### i. Rental Car Shuttle Operations

Rental car shuttle bus service shall be furnished to all On-Airport and Off-Airport Rental Car Companies (Rental Car Companies) to and from the Rental Car Terminal and the Terminal Buildings. This service shall be furnished impartially to each Rental Car Company and no Rental Car Company shall be favored over any other Rental Car Company.

County, in conjunction with the Rental Car Companies, may establish a Management Review Committee consisting of a representative from each of the Rental Car Companies, Contractor, and the County. The Committee shall review the day-to-day operations and fiscal performance of the Rental Car Shuttle Operations on at least a quarterly basis.

ii. Parking Shuttle Operations

Shuttle bus service shall be provided to passengers between the Airport Terminal Buildings and the Parking Lots. The Parking Shuttle Operations shall be operated in compliance with the policies and procedures which are set forth by the Director.

The Director or his/her designee may review the day-to-day operations and fiscal performance of the Parking Shuttle Operations on at least a monthly basis.

iii. Employee Shuttle Operations

Shuttle bus service shall be furnished to employees between the West Employee Lot and the employee shuttle stop adjacent to Terminal B, or such location(s) as designated by County.

The Director may review the day-to-day operations and fiscal performance of the Employee Shuttle Operations on at least a monthly basis.

b. Route Times – Demand Staffing Schedule

On or before the Effective Date, Contractor and the Airport shall prepare a “Shuttle Bus Schedule.” The Shuttle Bus Schedule may be changed to meet operational needs and Contractor shall work with the Airport to implement future Shuttle Bus Schedules, as needed.

Contractor shall note problems or opportunities for improvement and make recommendations to the Airport as to possible policy or operational changes to the Shuttle Bus Schedule.

The County standard for not to exceed wait times (to be picked up) is as follows:

- Daily Lot            10 minutes
- Rental Car Lot    10-12 minutes
- Economy Lot        15-20 minutes

c. Safe Operation

Contractor shall research the records of all applicant shuttle bus drivers to ensure a safe driving history and that applicant shuttle bus drivers do not have any driving offense on record. Shuttle bus drivers are required to report any driving offense that occurred after their hiring date.

Contractor shall direct shuttle bus drivers while on duty to display inside each shuttle bus a placard clearly showing their first name and last initial, which shall be large enough to permit easy legibility and shall be acceptable to the County. Shuttle Bus Drivers are prohibited from eating, drinking (except for water and other non-alcoholic beverages while the shuttle bus is not in motion and in a gear which does not allow movement), using tobacco products on a shuttle bus at any time, regardless of whether passengers are present or not. Playing radios or electronic media is also prohibited while driving.

Contractor shall provide personnel for operation of the Shuttle Bus Operation between points at Airport and at times as designated by the Director, in numbers sufficient to provide prompt and efficient service to the public as determined by the Director.

In addition to the Class B licensing requirements, Contractor shall provide training and documentation according to current ADA directives regarding the proper operation of ADA lift/ramps. As appropriate, information from the manufacturer's operations and maintenance manual(s) will be used. All drivers shall be re-certified at least every six (6) months. Also, Contractor is required to provide each driver with ADA sensitivity training prior to commencing operations at Airport. Documentation of this training and re-certification shall be submitted to the Director concurrent with the Monthly Reports required in Section 2.09.

Drivers shall not operate any shuttle bus vehicle without proper certification on the use and operation of the specific ADA lift/ramp installed on the shuttle bus.

d. Follow Rules

Contractor shall operate the Comprehensive Shuttle Bus Operations, detailed herein, in compliance with all policies and procedures which are set forth by the Director. The Director may, revise any applicable policies and procedures by serving Contractor with a thirty (30) day written notice. Contractor's personnel shall be trained in the use and application of any applicable policies and procedures and shall be furnished copies for reference.

Contractor shall ensure that shuttle bus drivers are trained to recognize their role as an important component of the Parking Lots security, that they observe and promptly report to the Shuttle Bus Supervisor any suspicious persons or activities at or near the Parking Lots, and that the Shuttle Bus Supervisor promptly log in writing any such reports and relay the reports to Sacramento County Sheriff Airport Division and County.

e. Notifications and Announcements

Contractor shall ensure that shuttle bus drivers keep all dynamic shuttle bus signs turned on and displaying the correct route that is being driven.

Contractor shall ensure that shuttle bus drivers make clear, audible, verbal announcements regarding the next bus stop. All announcements must be approved by the Director or his designee.

2. Licensing

a. Department of Motor Vehicles (DMV)/DOT Regulations

Contractor shall not permit such shuttle buses to be driven by any person who is not the holder of a valid Class B California Driver's License, in accordance with Section 12804(b) (2) of the Vehicle Code of the State of California or any other law or regulation concerning the licensing of motor vehicle operators. Contractor shall present satisfactory evidence of such licensing to the Director, upon request.

### 3. Buses

#### a. ADA Compliance

Contractor shall ensure that an ADA program is in place and each shuttle bus ADA lift/ramp is fully functioning. If an ADA lift/ramp is found by Contractor to be non-operational, Contractor shall remove the vehicle from service and immediately report the status of the vehicle to the Director. Contractor shall also inform County Airport Equipment Maintenance (if County vehicle) and prevent vehicle from returning to service until the lift/ramp is fully functioning and approved for service by Director.

Any complaints received by the Contractor or problems associated with a non-functioning ADA lift/ramp shall be reported to the Director within twenty-four (24) hours of such complaint or problem. Copies of any and all information/documentation relative to the complaint or problem shall be documented in a format approved by the Director.

Contractor shall be solely responsible for payment of any fines imposed upon Contractor or County regarding non-compliance with ADA guidelines.

The Director reserves the right to perform or cause to have performed an audit of Contractor's ADA training and ADA customer service.

#### b. Inspections

Each shuttle bus shall be equipped by the County with two-way radios. Contractor shall ensure that: (a) the two-way radios are turned on at all times; (b) the two-way radios not used by drivers or others for personal conversations; (c) that conversations over the two-way radios are conducted in a professional manner; and (d) use of the two-way radios is in strict compliance with all federal requirements for 800 MHz radio transmissions and with all guidelines and radio control procedures established by the County for the 800 MHz radio system.

#### c. County Owned

The shuttle buses shall be the property of the County which shall be responsible for all licensing, compliance with environmental, safety and ADA requirements. Contractor shall ensure that drivers operate the shuttle buses along the routes and in accordance with the schedule established. Unless otherwise directed or approved by the County, Contractor shall ensure that all shuttle buses remain on Airport property and are used only for service required under this Agreement.

### 4. Customer Service

Contractor shall ensure that shuttle bus passengers are picked-up and dropped-off at the designated places at Terminal Building curbs and at established shuttle bus shelters in the Parking Lots, but may, upon request, drop-off passengers between shelters along the Shuttle Bus Routes in the Parking Lots, provided that it is safe to do so. Contractor shall not pick-up or drop-off bus passengers along Airport roadways, entrances to lots or other locations not specifically intended for customer loading and unloading. Contractor assumes all liability for any claims resulting from the deviation from the terms of this Section. Contractor shall also ensure that drivers are alert for people walking towards shuttle bus shelters or Terminal bus stops. Contractor shall ensure that passengers who

are in wheelchairs or otherwise physically challenged are assisted in a manner consistent with the ADA and the requirements of this Agreement.

a. Complaints and Compliments

Contractor shall respond to all complaints or inquiries made by Parking Lot patrons respecting County Parking Lots or any aspect of Contractor's operations at County, within seventy-two (72) hours following receipt thereof, whether such complaints or inquiries are directed to Contractor from such patron written or verbally. Contractor shall copy the County on all responses to complaints or inquiries. Contractor shall also keep a log of verbal complaints and inquiries, which Contractor shall produce for Director within 48 hours of Director's request.

b. Lost and Found

Contractor shall ensure that any personal property found in the shuttle buses and/or bus stops is delivered to the Airport's Lost and Found Office or to such other location as may be designated by the Airport, as soon as is feasible, but in no event later than the first (1st) Business Day after the day in which the lost property was found. The finder's interest in and responsibilities with respect to found property shall accrue to the Airport as soon as the property comes into Contractor's possession. No finder's interest shall be retained in the found property.

5. Recommendations and Other Duties

- a. Provide recommendations to County management staff regarding industry trends and services.
- b. Contractor may be required to perform additional duties and functions as required by the Director. Such additional duties and functions may include but are not limited to: 1) locking and unlocking doors and gates at the Rental Car Building and adjacent joint-use ready/return lot; 2) transporting dignitaries and tour groups visiting the Airport; and 3) providing transportation support for other special events as approved in advance by the Director.

B. EQUIPMENT & EQUIPMENT MAINTENANCE

1. Routine Maintenance

The County is responsible for all bus maintenance and repair; however, Contractor shall perform the following routine daily tasks and shall be responsible for the cost of repairs resulting from the negligence or omissions or routine maintenance: (a) inspect shuttle buses at the beginning of each shift and complete an inspection form approved by the County and kept onsite; (b) check shuttle bus fluids levels at least daily, including fuel, oil, coolant, and windshield wiper fluid; (c) pick up and remove trash or debris left in shuttle buses at each shift change; (d) sweep or vacuum shuttle buses daily; (e) wash shuttle bus exteriors, using County provided wash facilities at the Airport and clean bus interiors at least two (2) times a week, or as otherwise needed; (f) transport shuttle buses to the Airport's Maintenance Facility for scheduled or unscheduled maintenance; and (g) promptly notify the County of shuttle bus maintenance and repair needs.

Notwithstanding the foregoing, County reserves the right, in the alternative, to require Contractor to provide such fuel, oil, tires, other necessary products, and mechanical maintenance and repair, in which event County shall reimburse Contractor for the cost

thereof as an Operating Expense, under the terms and conditions pertaining to operating expenses set forth herein.

Contractor shall, both verbally and in writing, immediately notify the Director forthwith of any condition known or reasonably believed by Contractor to require such maintenance or repair by County. Contractor shall also make weekly reports detailing any damage, whether major or minor, to any vehicles in a form acceptable to the Director.

The County reserves the right to have Contractor remove and immediately replace any bus that is unsafe, damaged and / or unsightly.

## 2. Existing Vehicles Available from County

Contractor shall utilize the vehicles specified in this EXHIBIT C. If the County continues to own the vehicles, the Director at his/her sole discretion, may amend the list of vehicles from time to time to delete, replace or add to the vehicles specified by this Agreement for the use and possession of Contractor in connection with the Comprehensive Shuttle Bus Operation.

County will retain a security interest in said vehicles and, unless otherwise provided in writing by the Director, is and shall remain the legal owner thereof on such basis.

Contractor shall assume possession of such vehicles, effective, and shall remain in possession of such vehicles throughout the term of this Agreement or in accordance with written instructions issued by the Director. While Contractor has possession of the vehicles, Contractor shall pay all required insurance coverage as specified on EXHIBIT E.

Contractor shall continue to have possession of vehicles, except as otherwise indicated herein, until this Agreement terminates, whereupon Contractor shall forthwith, without further consideration from County, transfer such possession of such vehicles to County.

Notwithstanding the foregoing, Contractor shall transfer to the County the possession of any or all such vehicles, at any time prior to termination of this Agreement, upon thirty (30) calendar days advance written notice from the Director, without further consideration from County. The Director may issue such notice for any reason, including the convenience of County.

Contractor acknowledges that the County-owned current shuttle bus fleet standard is 24-passenger, low-floor, ADA ramp-equipped, CNG-powered bus with a periodic replacement schedule.

County shall, in its sole discretion, determine the total number and types of vehicles that shall be available at any time for use in connection with the Comprehensive Shuttle Bus Operation, as well as the number and types of such vehicles that shall be so used on a regular basis. County shall, in its sole discretion, determine when such vehicles shall be removed for maintenance, removed from use entirely, and whether or not vehicles so removed shall be replaced.

County shall have the right to acquire or provide vehicles in addition to, or in replacement of, the existing vehicles, in use under this Agreement, with or without the consent or participation of Contractor under arrangements determined by County, in its sole discretion, and shall have the right to require Contractor to accept possession of such additional or replacement vehicles, if deemed by the Director to be in the best

interests of County. In the event that County requires Contractor to assume possession, Contractor shall retain the same until physical possession is transferred back to County, in accordance with this Agreement.

### 3. Discontinuance; Operations by County

County shall at all times have the right, in its sole discretion, upon 120 calendar days advance written notice to Contractor, to discontinue the Comprehensive Shuttle Bus Operation in its entirety or any portion thereof, either temporarily or permanently, or itself assume operation thereof. In any such event, County shall have the right, upon thirty (30) calendar days advance written notice, to subsequently require Contractor to resume operation of such service for the remainder of the term of this Agreement, in accordance with all provisions of this Agreement pertaining to such operations.

Such discontinuance or assumption of the Comprehensive Shuttle Bus Operations or any portion thereof by County shall not constitute a breach of this Agreement by County, and County shall have no obligation or liability whatsoever, and Contractor shall make no claim for payment to Contractor of damages, or of any cost or expense incurred in connection therewith not expressly provided for in this Agreement.

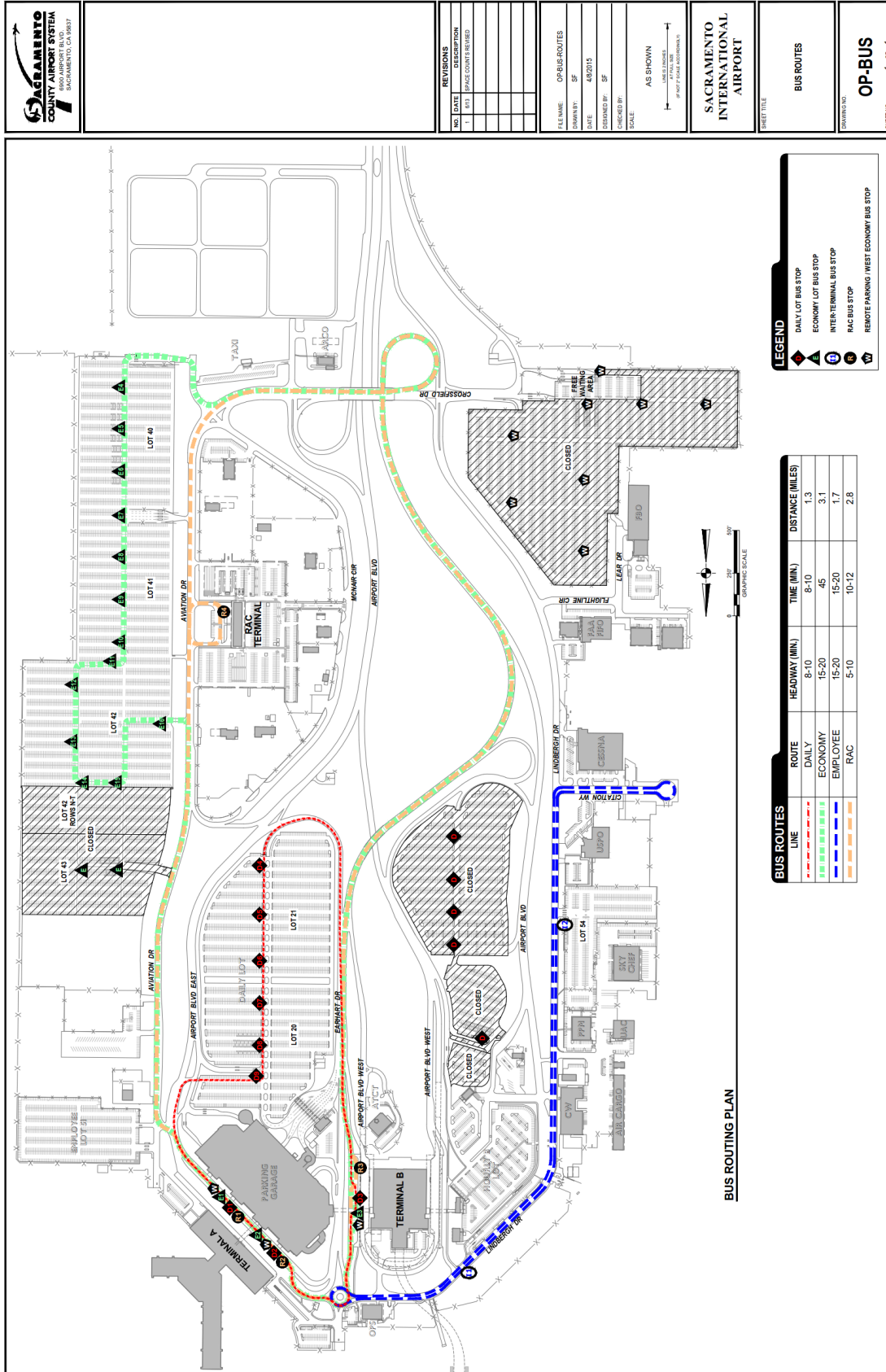
### 4. List of Vehicles

EqNo	Dept	Fuel	Year	Make	Model	Description
156-07	Standard Uni-Fleet	CNG	2003	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
156-08	Standard Uni-Fleet	CNG	2003	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
156-09	Standard Uni-Fleet	CNG	2003	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
156-10	Standard Uni-Fleet	CNG	2003	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
156-11	Standard Uni-Fleet	CNG	2003	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
156-12	Standard Uni-Fleet	CNG	2003	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
156-13	Standard Uni-Fleet	CNG	2003	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
156-14	Standard Uni-Fleet	CNG	2003	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
156-15	Standard Uni-Fleet	CNG	2003	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
156-16	Standard Uni-Fleet	CNG	2004	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
156-17	Standard Uni-Fleet	CNG	2004	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
156-18	Standard Uni-Fleet	CNG	2004	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
156-19	Standard Uni-Fleet	CNG	2005	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
156-20	Standard Uni-Fleet	CNG	2005	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
156-21	Standard Uni-Fleet	CNG	2005	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II

EqNo	Dept	Fuel	Year	Make	Model	Description
156-22	Standard Uni-Fleet	CNG	2005	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
156-23	Standard Uni-Fleet	CNG	2005	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
156-24	Standard Uni-Fleet	CNG	2005	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
156-25	Standard Uni-Fleet	CNG	2006	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
156-26	Standard Uni-Fleet	CNG	2006	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
156-27	Standard Uni-Fleet	CNG	2006	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
156-28	Standard Uni-Fleet	CNG	2006	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
156-29	Standard Uni-Fleet	CNG	2006	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
156-30	Standard Uni-Fleet	CNG	2007	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
156-31	Standard Uni-Fleet	CNG	2007	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
156-32	Standard Uni-Fleet	CNG	2007	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
156-33	Standard Uni-Fleet	CNG	2008	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
156-34	Standard Uni-Fleet	CNG	2008	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
156-35	Standard Uni-Fleet	CNG	2008	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
156-36	Standard Uni-Fleet	CNG	2008	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
156-37	Standard Uni-Fleet	CNG	2008	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
156-38	Standard Uni-Fleet	CNG	2008	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
156-39	Standard Uni-Fleet	CNG	2008	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
156-40	Standard Uni-Fleet	CNG	2009	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
156-41	Standard Uni-Fleet	CNG	2009	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
156-42	Standard Uni-Fleet	CNG	2009	Eldorado	EZ Rider II	Eldorado, Low-Floor EZ Rider II
		Gas	2008	Chevrolet	Colorado	Pick-Up
		Gas	2001	Dodge	Ram	Wagon 2500 8 Passenger Van
		Gas	2001	Dodge	Ram	Wagon 2500 8 Passenger Van



C. MAP OF SHUTTLE BUS ROUTES



**EXHIBIT D**  
**FAA ASSURANCES**



## **ASSURANCES**

### **Airport Sponsors**

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#### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### **B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

### 3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

## C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

### 1. General Federal Requirements.

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

#### Federal Legislation

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1 2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. 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);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

### **Executive Orders**

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

### **Federal Regulations**

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

### **Specific Assurances**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

### **Footnotes to Assurance C.1.**

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<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

<sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

**2. Responsibility and Authority of the Sponsor.**

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.



**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

#### **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
  - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
  - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
  - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
  - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
  - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
  - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing
  - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and



roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, 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 and airport concession 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.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

**32. Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated \_\_\_\_\_ (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

### **39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated; and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

## EXHIBIT E

### INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification, Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives or employees. County shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for County and for members of the public, County may require Contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection. County's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

#### A. VERIFICATION OF COVERAGE

Contractor shall furnish the County with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the County and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the County before performance commences. The County reserves the right to require that Contractor provide complete, certified copies of any policy of insurance offered in compliance with these specifications.

#### B. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001 or Garage Liability CA 0005. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.
  - a. Garagekeepers Legal Liability
2. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.
  - a. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
  - b. Automobile Physical Damage coverage: All vehicles provided for Contractor's use by County.
  - c. Personal Lines automobile insurance shall apply if vehicles are individually owned.

3. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
4. PROFESSIONAL LIABILITY *including* Errors and Omissions, Identity Theft, Information Security and Privacy Injury Liability insurance appropriate to the Contractor's profession. Coverage shall include, but not limited to:
  - a. First party and third party injury or damage (including loss or corruption of data) arising from a negligent act, error or omission or a data breach.
  - b. Defense, indemnity and legal costs associated with regulatory breach negligence or breach of contract.
  - c. Administrative expenses for forensic expenses and legal services
  - d. Crisis Management expenses for printing, advertising, mailing, of materials and travel costs of crisis management firm, including notification expenses.
  - e. Identity event services expenses for identity theft education, assistance, credit file monitoring, to mitigate effects of personal identity, post event services.
5. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.
6. CRIME COVERAGE
7. PERFORMANCE BOND: Refer to Section 2.08.

C. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$5,000,000
Products Comp/Op Aggregate:	\$5,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$5,000,000
Fire Damage:	\$ 100,000
Garagekeepers Legal Liability:	\$ 250,000

2. AUTOMOBILE LIABILITY:
  - a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$2,000,000 Combined Single Limit. Airside \$5,000,000 Combined Single Limit, unless escorted at all times by a County of Sacramento, Dept. of Airports Operations Staff employee.



- b. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.
3. WORKERS' COMPENSATION: Statutory.
4. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.
5. CRIME COVERAGE: Blanket Crime coverage, including Employee Dishonesty Coverage, Broad Form Money Coverage (inside and outside coverage), and Depositor's Forgery Coverage with a liability limit of not less than \$500,000 per each occurrence.
6. PERFORMANCE BOND: Refer to Section 2.08.
7. PROFESSIONAL LIABILITY including ERRORS AND OMISSIONS LIABILITY, IDENTITY THEFT, INFORMATION SECURITY AND PRIVACY INJURY LIABILITY: \$2,000,000 per claim and aggregate.

D. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by the County.

E. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE

If professional liability coverage is written on a Claims Made form:

8. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by Contractor.
9. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
10. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

F. OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:

1. All Policies:
  - a. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the County and the general public are adequately protected.
  - b. MAINTENANCE OF INSURANCE COVERAGE: The Contractor shall maintain all insurance coverages and limits in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary

date.

Contractor is required by this Agreement to immediately notify County if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Contractor shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

G. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY

1. ADDITIONAL INSURED STATUS: The County, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no endorsed limitations on the scope of protection afforded to the County, its officers, directors, officials, employees, or volunteers.
2. CIVIL CODE PROVISION: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
3. PRIMARY INSURANCE: For any claims related to this Agreement, the Contractor's insurance coverage shall be endorsed to be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, directors, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
4. SEVERABILITY OF INTEREST: The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. SUBCONTRACTORS: Contractor shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by Contractor's subcontractor.

H. WORKERS' COMPENSATION

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the Contractor. Should Contractor be self-insured for workers' compensation, Contractor hereby agrees to waive its right of subrogation against County, its officers, directors, officials, employees, agents or volunteers.

I. PROPERTY

Course of Construction (COC) Waiver of Subrogation: Any Course of Construction (COC) policies maintained by the Contractor in performance of the Agreement shall contain the following provisions:

1. The County shall be named as loss payee.
2. The Insurer shall waive all rights of subrogation against the County.

Property and Inland Marine Waiver of Subrogation: Any Property or Inland Marine insurance policies maintained by the Contractor in performance of the Agreement shall be endorsed to state that the insurer shall waive all rights of subrogation against the County.

J. NOTIFICATION OF CLAIM

If any claim for damages is filed with Contractor or if any lawsuit is instituted against Contractor, that arise out of or are in any way connected with Contractor's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect County, Contractor shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

## Attachment 2

### Sacramento International Airport Historical Parking Lot Transactions

Calendar Year	Parking Lot Transactions					
	Daily - Lot B	Hourly - Lot B	Daily - Lot A	Hourly - Lot A	Economy Lot	Total
2010	25,439	279,143	501,856	535,767	407,413	1,749,618
2011	-	329,102	510,386	428,774	409,341	1,677,603
2012	-	470,334	511,204	190,755	408,405	1,580,698
2013	-	460,035	589,783	120,963	370,574	1,541,355
2014	-	443,815	749,359	87	364,428	1,557,689
2015*	-	34,992	56,865	6	24,625	116,488

\* January Transactions

### Attachment 3

## Sacramento International Airport Historical Shuttle Bus Passenger Statistics

Calendar Year	Shuttle Bus Passenger Counts		
	Economy Route	Rental Car Route	Total
2010	1,540,230	1,567,555	3,107,785
2011	1,480,990	1,558,817	3,039,807
2012	1,454,262	1,581,664	3,045,926
2013	1,415,966	1,573,406	2,989,372
2014	1,437,305	1,658,224	3,095,529
2015*	96,277	116,049	212,326

\* January Shuttle Bus Passenger Counts

## Attachment 4

### Sacramento International Airport Historical Passenger Statistics

<b>Calendar Year</b>	<b>Enplaned Passengers</b>	<b>Deplaned Passengers</b>	<b>Total Passengers</b>
2010	4,528,704	4,519,071	9,047,775
2011	4,474,267	4,455,022	8,929,289
2012	4,466,950	4,445,874	8,912,824
2013	4,349,450	4,335,918	8,685,368
2014	4,491,547	4,479,979	8,971,526
2015*	329,699	328,201	657,900

\* *January Passenger Counts*

## **Attachment 5**

### **Sacramento International Airport General Airport Information**

#### **Airport History**

Sacramento International Airport is located in Sacramento, the capital of California and the center of government and commerce within the Sacramento River Valley region. Sacramento International Airport opened in 1967 and currently encompasses approximately 6,000 acres. The County of Sacramento owns the Airport and it is operated by the Sacramento County Department of Airports (Department of Airports). The Department of Airports is a self-supporting agency; Sacramento International Airport tenant and user rents, fees and charges support the operating and capital budgets for Sacramento International Airport. Over 2,000 people are employed by the airport, including a Sacramento County Sheriff's division and TSA employees who oversee airport security.

Sacramento International Airport plays an important role in the economies of the Sacramento Area and the State of California. In addition to its economic benefits, Sacramento International Airport performs a critical air transportation role by facilitating airline service. Sacramento International Airport is a critical component of the State's infrastructure for the movement of people and goods, for facilitating regional, national, and global commerce, and for linking the Sacramento Area with the world community.

#### **Demographic Data**

Sacramento County encompasses approximately 994-square miles in the middle of the 400-mile long Central Valley, which is California's prime agricultural region. The County is bordered by Contra Costa and San Joaquin Counties on the south, Amador and El Dorado Counties on the east, Placer and Sutter Counties on the north, and Yolo and Solano Counties on the west.

Sacramento County extends from the low delta lands between the Sacramento and San Joaquin rivers north to about ten miles beyond the State Capitol and east to the foothills of the Sierra Nevada Mountains. The southernmost portion of Sacramento County has direct access to the San Francisco Bay.

Sacramento is the core cultural and economic center of its four-county metropolitan area (El Dorado, Placer, Sacramento and Yolo counties) with a combined population of more than 2 million; it is also California's second largest inland city. The Sacramento Metropolitan Area is the largest in the Central Valley, and is the fourth-largest in California, behind Los Angeles, San Francisco Bay and San Diego.

The U.S. Department of Commerce, Bureau of the Census, has projected the Sacramento Area average annual population growth rates to be approximately 1.9% through 2020. Sacramento International Airport, which is classified as a medium-hub airport by the FAA, is the primary commercial airport serving Sacramento County and seven (7) neighboring counties (Sacramento Area). Passengers from an eleven (11) county outlying area provide a secondary air service area.

#### **Airlines and Service**

As of May 2015, Sacramento International Airport was served by 12 scheduled passenger airlines which provided an average of 132 daily scheduled aircraft departures. Sacramento International Airport is also served by one all-cargo airline. There were 4,491,547 total enplanements for calendar year 2014.