

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY



BOARD MEMBERS

DAVID ALVAREZ
LAURIE BERMAN*
BRUCE R. BOLAND
GREG COX
JIM DESMOND
COL. JOHN FARNAM*
ROBERT H. GLEASON
LLOYD B. HUBBS
PAUL ROBINSON
MARY SESSOM
TOM SMISEK

* EX OFFICIO BOARD MEMBERS

PRESIDENT/CEO
THELLA F. BOWENS

SPECIAL BOARD

AGENDA

Thursday, July 11, 2013
9:00 A.M.

San Diego International Airport
Commuter Terminal – Third Floor
Board Room
3225 N. Harbor Drive
San Diego, California 92101

***Live webcasts of Authority Board meetings can be accessed at
http://www.san.org/airport_authority/boardmeetings.asp.***

This Agenda contains a brief general description of each item to be considered. The indication of a recommended action does not indicate what action (if any) may be taken. ***Please note that agenda items may be taken out of order.*** If comments are made to the Board without prior notice or are not listed on the Agenda, no specific answers or responses should be expected at this meeting pursuant to State law.

Staff Reports and documentation relating to each item of business on the Agenda are on file in Corporate Services and are available for public inspection.

NOTE: Pursuant to Authority Code Section 2.15, all Lobbyists shall register as an Authority Lobbyist with the Authority Clerk within ten (10) days of qualifying as a lobbyist. A qualifying lobbyist is any individual who receives \$100 or more in any calendar month to lobby any Board Member or employee of the Authority for the purpose of influencing any action of the Authority. To obtain Lobbyist Registration Statement Forms, contact the Corporate Services/Authority Clerk Department.

PLEASE COMPLETE A "REQUEST TO SPEAK" FORM PRIOR TO THE COMMENCEMENT OF THE MEETING AND SUBMIT IT TO THE AUTHORITY CLERK. ***PLEASE REVIEW THE POLICY FOR PUBLIC PARTICIPATION IN BOARD AND BOARD COMMITTEE MEETINGS (PUBLIC COMMENT) LOCATED AT THE END OF THE AGENDA.***

The Authority has identified a local company to provide oral interpreter and translation services for public meetings. If you require oral interpreter or translation services, please telephone the Corporate Services/Authority Clerk Department with your request at (619) 400-2400 at least three (3) working days prior to the meeting.

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

PRESENTATION:

REPORTS FROM BOARD COMMITTEES, AD HOC COMMITTEES, AND CITIZEN COMMITTEES AND LIAISONS:

STANDING BOARD COMMITTEES

- **AUDIT COMMITTEE:**
Committee Members: Gleason, Hollingworth, Hubbs, Sessom, Smisek (Chair), Tartre, Van Sambeek
- **CAPITAL IMPROVEMENT PROGRAM OVERSIGHT COMMITTEE:**
Committee Members: Alvarez, Boland (Chair), Gleason, Hubbs, Robinson
- **EXECUTIVE PERSONNEL AND COMPENSATION COMMITTEE:**
Committee Members: Boland, Cox, Desmond (Chair), Hubbs, Smisek
- **FINANCE COMMITTEE:**
Committee Members: Alvarez, Cox (Chair), Hubbs, Robinson, Sessom

ADVISORY COMMITTEES

- **AUTHORITY ADVISORY COMMITTEE:**
Liaison: Smisek
- **ART ADVISORY COMMITTEE:**
Committee Member: Gleason

LIAISONS

- **AIRPORT LAND USE COMPATIBILITY PLAN FOR SAN DIEGO INTERNATIONAL AIRPORT:**
Liaison: Robinson
- **CALTRANS:**
Liaison: Berman
- **INTER-GOVERNMENTAL AFFAIRS:**
Liaison: Cox

- **MILITARY AFFAIRS:**
Liaisons: Boland
- **PORT:**
Liaisons: Boland, Cox, Gleason (Primary), Smisek

BOARD REPRESENTATIVES (EXTERNAL)

- **SANDAG TRANSPORTATION COMMITTEE:**
Representatives: Hubbs, Smisek (Primary)
- **WORLD TRADE CENTER:**
Representatives: Alvarez, Gleason (Primary)

CHAIR'S REPORT:

PRESIDENT/CEO'S REPORT:

NON-AGENDA PUBLIC COMMENT:

Non-Agenda Public Comment is reserved for members of the public wishing to address the Board on matters for which another opportunity to speak **is not provided on the Agenda**, and which is within the jurisdiction of the Board. Please submit a completed speaker slip to the Authority Clerk. ***Each individual speaker is limited to three (3) minutes. Applicants, groups and jurisdictions referring items to the Board for action are limited to five (5) minutes.***

Note: Persons wishing to speak on specific items should reserve their comments until the specific item is taken up by the Board.

CONSENT AGENDA (Items 1-13):

The consent agenda contains items that are routine in nature and non-controversial. Some items may be referred by a standing Board Committee or approved as part of the budget process. The matters listed under 'Consent Agenda' may be approved by one motion. Any Board Member may remove an item for separate consideration. Items so removed will be heard before the scheduled New Business Items, unless otherwise directed by the Chair.

1. APPROVAL OF MINUTES:

The Board is requested to approve minutes of prior Board meetings.

RECOMMENDATION: Approve the minutes of the May 23, 2013, special meeting, and the June 6, 2013 regular meeting.

2. ACCEPTANCE OF BOARD AND COMMITTEE MEMBERS WRITTEN REPORTS ON THEIR ATTENDANCE AT APPROVED MEETINGS AND PRE-APPROVAL OF ATTENDANCE AT OTHER MEETINGS NOT COVERED BY THE CURRENT RESOLUTION:

The Board is requested to accept the reports.

RECOMMENDATION: Accept the reports and pre-approve Board member attendance at other meetings, trainings and events not covered by the current resolution.

(Corporate Services: Tony Russell, Director/Authority Clerk)

3. AWARDED CONTRACTS, APPROVED CHANGE ORDERS FROM MAY 13, 2013 THROUGH JUNE 9, 2013 AND REAL PROPERTY AGREEMENTS GRANTED AND ACCEPTED FROM MAY 13, 2013 THROUGH JUNE 9, 2013:

The Board is requested to receive the report.

RECOMMENDATION: Receive the report.

(Procurement: Jana Vargas, Director)

4. JULY 2013 LEGISLATIVE REPORT:

The Board is requested to approve the report.

RECOMMENDATION: Adopt Resolution No. 2013-0058, approving the July 2013 Legislative Report.

(Inter-Governmental and Community Relations: Michael Kulis, Director)

5. GRANT A GAS LINE EASEMENT TO SAN DIEGO GAS & ELECTRIC:

The Board is requested to grant a gas line easement.

RECOMMENDATION: Adopt Resolution No. 2013-0059, authorizing the President/CEO to negotiate and execute a gas line easement with San Diego Gas & Electric in support of the "Green Build" Terminal 2 West Expansion.

(Aviation & Commercial Business: Troy Ann Leech, Director)

CLAIMS

6. AUTHORIZE THE REJECTION OF THE CLAIM OF LUCITA GARCIA:

The Board is requested to reject the claim.

RECOMMENDATION: Adopt Resolution No. 2013-0060, authorizing the rejection of the claim of Lucita Garcia.

(Legal: Breton Lobner, General Counsel)

- 7. AUTHORIZE THE REJECTION OF THE CLAIM OF ALICIA ESTER YEPIZ:**
The Board is requested to reject the claim.
RECOMMENDATION: Adopt Resolution No. 2013-0061, authorizing the rejection of the claim of Alicia Ester Yepiz.
(Legal: Breton Lobner, General Counsel)
- 8. AUTHORIZE THE REJECTION OF THE CLAIM OF WAYNE BECK:**
The Board is requested to reject the claim.
RECOMMENDATION: Adopt Resolution No. 2013-0062, authorizing the rejection of the claim of Wayne Beck.
(Legal: Breton Lobner, General Counsel)
- 9. AUTHORIZE THE REJECTION OF THE CLAIM OF KATHRYN BURKE:**
The Board is requested to reject the claim.
RECOMMENDATION: Adopt Resolution No. 2013-0063, authorizing the rejection of the claim of Kathryn Burke.
(Legal: Breton Lobner, General Counsel)

COMMITTEE RECOMMENDATIONS

CONTRACTS AND AGREEMENTS

- 10. APPROVE AND AUTHORIZE AN INCREASE IN THE PRESIDENT/CEO'S CHANGE ORDER AUTHORITY FROM \$172,426 TO \$400,810, AND INCREASE THE CONTRACT DURATION FROM 150 TO 275 CALENDAR DAYS FOR THE WASHINGTON STREET ACCESS IMPROVEMENT PROJECT:**
The Board is requested to approve and authorize an increase in the President/CEO's change order authority and Contract duration.
RECOMMENDATION: Adopt Resolution No. 2013-0064, approving and authorizing an increase in the President/CEO's change order authority from \$172,426 to \$400,810, and increase the contract duration from 150 to 275 calendar days, for Project No. 104124, Washington Street Access Improvements, at San Diego International Airport.
(Facilities Development: Iraj Ghaemi, Director)

11. APPROVE AND AUTHORIZE AN INCREASE IN THE PRESIDENT/CEO'S CHANGE ORDER AUTHORITY FROM \$150,953 TO \$472,724 FOR THE RECONSTRUCTION OF LOT 8/SAN PARK HARBOR DRIVE PROJECT:

The Board is requested to approve and authorize an increase in the President/CEO's change order authority.

RECOMMENDATION: Adopt Resolution No. 2013-0065, approving and authorizing an increase in the President/CEO's change order authority from \$150,953 to \$472,724, for Project No. 104127, Reconstruction of Lot 8/San Park Harbor Drive, at San Diego International Airport.

(Facilities Development: Iraj Ghaemi, Director)

CONTRACTS AND AGREEMENTS AND/OR AMENDMENTS TO CONTRACTS AND AGREEMENTS EXCEEDING \$1 MILLION

12. AWARD A CONTRACT TO G&G SPECIALTY CONTRACTORS, INC. FOR QUIETER HOME PROGRAM PHASE 7, GROUP 2 (33 EAST SIDE AND 35 WEST SIDE, HISTORIC AND NON-HISTORIC UNITS ON FOUR SINGLE AND MULTI-FAMILY RESIDENTIAL PROPERTIES):

The Board is requested to award a contract.

RECOMMENDATION: Adopt Resolution No. 2013-0066, awarding a contract to G&G Specialty Contractors, Inc. in the amount of \$1,617,390 for Phase 7, Group 2, Project No. 380702, of the San Diego County Regional Airport Authority's Quieter Home Program.

(Noise Mitigation: Dan Frazee, Director)

13. APPROVE AND AUTHORIZE THE PRESIDENT/CEO TO EXECUTE A LANDSCAPE MAINTENANCE AGREEMENT TO AZTEC LANDSCAPING:

The Board is requested to approve the agreement.

RECOMMENDATION: Adopt Resolution No. 2013-0067, approving and authorizing the President/CEO to execute a landscape maintenance agreement with Aztec Landscaping, for a term of three years, with the option for two one-year extensions to be exercised at the discretion of the President/CEO, for a total not-to-exceed amount of \$2,175,000, to provide landscape maintenance services at San Diego International Airport.

(Facilities Management: Rolland Stanley, Sr. Manager)

PUBLIC HEARINGS:

OLD BUSINESS:

NEW BUSINESS:

14. APPROVE AND AUTHORIZE THE PRESIDENT/CEO TO EXECUTE THE FIRST AMENDMENT TO THE AUSTIN-SUNDT JOINT VENTURE AGREEMENT, FOR REVISIONS TO THE PROJECT DESCRIPTION (SCOPE OF WORK), CONSTRUCTION BUDGET, AND COMPLETION DATE FOR THE DESIGN AND CONSTRUCTION OF THE PROPOSED RENTAL CAR CENTER:

The Board is requested to approve and authorize the President/CEO to execute an amendment to the agreement.

RECOMMENDATION: The Capital Improvement Program Oversight Committee recommends that the Board adopt Resolution No. 2013-0068, approving and authorizing the President/CEO to execute the first amendment to the Austin-Sundt Joint Venture Agreement, Construction Manager-At-Risk, for revisions to the project description, construction budget, and completion date for the design and construction of the proposed Rental Car Center.

(Airport Design & Construction: Robert Bolton, Director)

15. APPROVE AND AUTHORIZE THE PRESIDENT/CEO TO EXECUTE THE AMENDMENT TO THE DEMATTEI WONG ARCHITECTURE, INC., ON CALL CONSULTANT SERVICES AGREEMENT, TO INCREASE THE CONTRACT AMOUNT FOR A LUMP SUM AGREEMENT AND OTHER SERVICES:

The Board is requested to approve and authorize the President/CEO to execute an amendment to the agreement.

RECOMMENDATION: The Capital Improvement Program Oversight Committee recommends that the Board adopt Resolution No. 2013-0069, approving and authorizing the President/CEO to execute the amendment to the Demattei Wong Architecture, Inc., On Call Rental Car Center Development Architect and Engineering Consultant Services Agreement, increasing the contract amount by ten million dollars (\$10,000,000), for a lump sum agreement of twenty million dollars (\$20,000,000), and increasing the contract amount by an additional two million dollars (\$2,000,000) for reimbursable costs and on-call services at the request of the Authority, for a revised maximum not-to-exceed dollar amount of twenty-two million dollars (\$22,000,000).

(Airport Design & Construction: Robert Bolton, Director)

16. APPROVE AND AUTHORIZE THE PRESIDENT/CEO TO EXECUTE A PEST CONTROL SERVICES AGREEMENT:

The Board is requested to approve the agreement.

RECOMMENDATION: Adopt Resolution No. 2013-0070, approving and authorizing the President/CEO to execute an agreement with Cartwright Termite & Pest Control, Inc., for a term of three years, with the option for two one-year extensions to be exercised at the discretion of the President/CEO, for a total funded not-to-exceed amount of \$2,800,000 for pest control services and \$2,200,000 for remediation services for 5 years at San Diego International Airport.

(Facilities Management: Rolland Stanley, Sr. Manager)

17. APPROVE AND AUTHORIZE THE PRESIDENT/CEO TO EXECUTE A SOLE SOURCE AGREEMENT WITH SIEMENS INDUSTRY, INC., FOR OPERATION AND MAINTENANCE OF TERMINAL 2 WEST IN-LINE BAGGAGE HANDLING SYSTEM:

The Board is requested to approve the agreement.

RECOMMENDATION: Adopt Resolution No. 2013-0071, approving and authorizing the President/CEO to execute a sole source agreement with Siemens Industry, Inc., for a term of one year, for an amount not to exceed \$1,310,691.00, in support of the operation and maintenance for the in-line baggage handling system, Terminal 2 West, at San Diego International Airport.

(Airport Design & Construction: Robert Bolton, Director)

18. APPROVAL OF AMENDED AND RESTATED SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY RETIREMENT PLAN AND TRUST OF 2013:

The Board is requested to approve the amended and restated retirement plan.

RECOMMENDATION: Adopt Resolution No. 2013-0072, approving and authorizing the President/CEO to execute the Amended and Restated San Diego County Regional Airport Authority Retirement Plan and Trust of 2013.

(Legal: Breton Lobner, General Counsel)

19. APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY AND THE SAN DIEGO UNIFIED PORT DISTRICT REGARDING POLICE SERVICES COSTS:

The Board is requested to approve a Memorandum of Understanding.
RECOMMENDATION: Adopt Resolution No. 2013-0031, approving the Memorandum of Understanding between the San Diego County Regional Airport Authority and the San Diego Unified Port District regarding police services costs.
(Finance: Vernon Evans, Vice President/Treasurer)

CLOSED SESSION:

20. PUBLIC EMPLOYMENT – EMPLOYMENT TERMS, EVALUATION AND CONDITIONS:

Cal. Gov. Code § 54954.5(c) and §54957 (b).
Title: President/Chief Executive Officer
Subjects:
(1) Review and possible action on current and future contract terms.
(2) Public employee performance evaluation

21. PUBLIC EMPLOYEE PERFORMANCE EVALUATION:

Cal. Gov. Code §54957
Title: General Counsel

22. PUBLIC EMPLOYEE PERFORMANCE EVALUATION:

Cal. Gov. Code §54957
Title: Chief Auditor

23. CONFERENCE WITH LABOR NEGOTIATORS:

Labor negotiations pursuant to Cal. Gov. Code §54957.6:
Authority Designated Negotiators: Thella F. Bowens, President/CEO; and Jeff Lindeman, Senior Director, Organizational Performance & Development
Employee Organization: Teamsters 911

24. CONFERENCE WITH REAL PROPERTY NEGOTIATORS:

Real property negotiations pursuant to Cal. Gov. Code §54954.5(b) and §54956.8:
Property: Salt Plant – 17 acre parcel located at 1470 Bay Boulevard, San Diego
Agency Negotiators: Vernon D. Evans, Vice President, Finance/Treasurer
Negotiating Parties: United States Fish and Wildlife Service, GGTW, LLC (current tenant) and/or other interested parties
Under Negotiation: Sale – terms and conditions

- 25. CONFERENCE WITH REAL PROPERTY NEGOTIATORS:**
Real property negotiations pursuant to Cal. Gov. Code §§ 54954.5(b) and 54956.8.
Property: Landmark Aviation.
Agency negotiator: Vernon D. Evans, Eric Podnieks and Troy Leech.
Negotiating parties: Landmark Aviation (current tenant).
Under negotiation: Amendment of terms of Lease regarding site development.
- 26. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION:**
(Cal. Gov. Code Section 54956.9(A))
Diego Concession Group, Inc. v. San Diego County Regional Airport Authority
S.D.S.C Case No. 37-2012-00088083-CU-BT-CTL
- 27. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:**
Initiation of litigation pursuant to subdivision (c) of §54956.9: (3 cases)
- 28. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:**
Significant exposure to litigation pursuant to Cal. Gov. Code §54956.9(b):
Kelly Lancaster, David Boenitz, Mary Erickson and Richard Gilb, et al v. SDCERS,
San Diego Sup. Court Case No. 37-2011-G0096238-CU-PO-CT
Number of cases: 1
- 29. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:**
Significant exposure to litigation (Cal. Gov. Code §§ 54956.9 (b) and 54954.5)
Number of potential cases: 1
Re: Investigative Order No. R9-2012-0009 by the California Regional Water
Quality Control Board regarding submission of technical reports pertaining to an
investigation of bay sediments at the Downtown Anchorage Area in San Diego

REPORT ON CLOSED SESSION:

NON-AGENDA PUBLIC COMMENT:

Non-Agenda Public Comment is reserved for members of the public wishing to address the Board on matters for which another opportunity to speak **is not provided on the Agenda**, and which is within the jurisdiction of the Board. Please submit a completed speaker slip to the Authority Clerk. ***Each individual speaker is limited to three (3) minutes. Applicants, groups and jurisdictions referring items to the Board for action are limited to five (5) minutes.***

Note: Persons wishing to speak on specific items should reserve their comments until the specific item is taken up by the Board.

GENERAL COUNSEL REPORT:

BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT REPORTS FOR BOARD MEMBERS, PRESIDENT/CEO, CHIEF AUDITOR AND GENERAL COUNSEL WHEN ATTENDING CONFERENCES, MEETINGS, AND TRAINING AT THE EXPENSE OF THE AUTHORITY:

BOARD COMMENT:

ADJOURNMENT:

Policy for Public Participation in Board, Airport Land Use Commission (ALUC), and Committee Meetings (Public Comment)

- 1) Persons wishing to address the Board, ALUC, and Committees shall complete a "Request to Speak" form prior to the initiation of the portion of the agenda containing the item to be addressed (e.g., Public Comment and General Items). Failure to complete a form shall not preclude testimony, if permission to address the Board is granted by the Chair.
- 2) The Public Comment Section at the beginning of the agenda is limited to eighteen (18) minutes and is reserved for persons wishing to address the Board, ALUC, and Committees on any matter for which another opportunity to speak is not provided on the Agenda, and on matters that are within the jurisdiction of the Board. A second Public Comment period is reserved for general public comment later in the meeting for those who could not be heard during the first Public Comment period.
- 3) Persons wishing to speak on specific items listed on the agenda will be afforded an opportunity to speak during the presentation of individual items. Persons wishing to speak on specific items should reserve their comments until the specific item is taken up by the Board, ALUC and Committees. Public comment on specific items is limited to twenty (20) minutes – ten (10) minutes for those in favor and ten (10) minutes for those in opposition of an item. Each individual speaker will be allowed three (3) minutes, and applicants and groups will be allowed five (5) minutes.
- 4) If many persons have indicated a desire to address the Board, ALUC and Committees on the same issue, then the Chair may suggest that these persons consolidate their respective testimonies. Testimony by members of the public on any item shall be limited to **three (3) minutes per individual speaker and five (5) minutes for applicants, groups and referring jurisdictions.**
- 5) Pursuant to Authority Policy 1.33 (8), recognized groups must register with the Authority Clerk prior to the meeting.
- 6) After a public hearing or the public comment portion of the meeting has been closed, no person shall address the Board, ALUC, and Committees without first obtaining permission to do so.

Additional Meeting Information

NOTE: This information is available in alternative formats upon request. To request an Agenda in an alternative format, or to request a sign language or oral interpreter, or an Assistive Listening Device (ALD) for the meeting, please telephone the Authority Clerk's Office at (619) 400-2400 at least three (3) working days prior to the meeting to ensure availability.

For your convenience, the agenda is also available to you on our website at www.san.org.

For those planning to attend the Board meeting, parking is available in the public parking lot located directly in front of the Commuter Terminal. Bring your ticket to the third floor receptionist for validation.

You may also reach the Commuter Terminal by using public transit via the San Diego MTS system, Route 992. For route and fare information, please call the San Diego MTS at (619) 233-3004 or 511.

UPCOMING MEETING SCHEDULE

<i>Date</i>	<i>Day</i>	<i>Time</i>	<i>Meeting Type</i>	<i>Location</i>
August 1	Thursday	9:00 a.m.	Regular	Board Room
September 12	Thursday	9:00 a.m.	Special	Board Room
October 3	Thursday	9:00 a.m.	Regular	Board Room

DRAFT
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY BOARD
MINUTES
THURSDAY, MAY 23, 2013
SAN DIEGO INTERNATIONAL AIRPORT
BOARD ROOM

CALL TO ORDER: Chair Gleason called the special meeting of the San Diego County Regional Airport Authority Board to order at 9:03 A.M. on Thursday, May 23, 2013, in the Board Room at the San Diego International Airport, Commuter Terminal, 3225 North Harbor Drive, San Diego, CA 92101.

PLEDGE OF ALLEGIANCE: Board Member Sessom led the Pledge of Allegiance.

ROLL CALL:

PRESENT: Board Members: Alvarez, Boland, Cox, Gleason, Hubbs, Robinson, Sessom, Smisek

ABSENT: Board Members: Berman (Ex Officio), Desmond, Farnam (Ex Officio)

ALSO PRESENT: Thella F. Bowens, President/CEO; Breton K. Lobner, General Counsel; Lorraine Bennett, Assistant Authority Clerk II; Sara Real, Assistant Authority Clerk I

PUBLIC HEARINGS: None

OLD BUSINESS: None

Chair Gleason announced that Closed Session would be heard at this time.

CLOSED SESSION: The Board recessed into Closed Session at 9:05 a.m.

- 1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:**
Initiation of litigation pursuant to subdivision (c) of §54956.9: (3 cases)

REPORT ON CLOSED SESSION: The Board reconvened at 9:40 a.m. Breton Lobner, General Counsel, noted that there was no reportable action.

BUDGET WORKSHOP:

KEITH LIM, SAN DIEGO, Teamsters 911, spoke regarding wage issues and anticipated diminished health care benefits, and he urged the Board to approve a wage increase.

CHESTER MORDACINI, SAN DIEGO, Teamsters Local 911, stated that he looked forward to a good faith effort by all parties in the upcoming labor negotiations.

2. DISCUSSION REGARDING THE FISCAL YEAR 2014 PROPOSED AND FISCAL YEAR 2015 PROPOSED CONCEPTUAL OPERATING BUDGETS AND CAPITAL PROGRAM:

Thella F. Bowens/President/CEO, provided a brief overview of the agenda regarding the Fiscal Year 2014 Proposed and Fiscal Year 2015 Proposed Conceptual Operating Budgets and Capital Program.

Vernon Evans, Vice President, Finance/Treasurer, provided an overview of the Fiscal Year 2014 Proposed and Fiscal Year 2015 Proposed Conceptual Operating Budgets and Capital Program, which included Organizational Strategies, Goals and Priorities; Industry and Credit Overview; Budget Guiding Principles; Budget Guidelines; Budget Overview – Revenue; Budget Overview – Expense; and Division Expense Budgets.

Board Member Hubbs expressed concern regarding the requests for staffing increases.

Board Member Alvarez left the meeting at 11:14 a.m.

In response to Board Member Hubbs regarding the request for additional administrative support for Facilities Management, Bryan Enarson, Vice President, Development, stated that there is a need for administrative support to handle contracts management in order for maintenance workers to perform their work in the field.

Mr. Enarson noted that currently, 70% of staff are contracted and 30% are permanent employees. He stated that as projects are being completed, some contracted staff are being demobilized while others are shifting to the Rental Car Center.

In response to Board Member Hubbs regarding metrics for hiring four additional traffic officers, Angela Shafer-Payne, Vice President, Planning & Operations, stated that due to the physical nature of the position, workplace injuries do occur. She stated that, in terms of the new metrics for when the new facility opens, new staffing models will be tested and daily reports will be closely reviewed to identify areas of coverage that can be more efficient.

Board Member Robinson left the meeting at 11:35 a.m.

Board Member Cox left the meeting at 11:41 a.m.

Chair Gleason requested that moving forward, expenses that are fully reimbursable be highlighted within the budget materials.

Chair Gleason stated that the Capital Program for Fiscal Years 2014-2018 and Plan of Finance for Fiscal Years 2014-2018 presentations would be conducted at the May 28, 2013 Special Board/ Executive/Finance Committee Meeting. He also noted that a letter of support for the budget was received from Steve Holt of American Airlines.

Chair Gleason requested that an item regarding the Employee Strategy definition be added to the consent agenda for the June 6, 2013 Board Meeting.

RECOMMENDATION: Discuss the Fiscal Year 2014 Proposed and Fiscal Year 2015 Proposed Conceptual Operating Budgets and Capital Program. Presented by Vernon Evans, Vice President, Finance/Treasurer

ACTION: No action taken.

PRESIDENT/CEO REPORT:

BOARD COMMENT:

ADJOURNMENT: The meeting was adjourned at 11:51 a.m. The next meeting of the Board will be held on Thursday, June 6, 2013, at 9:00 a.m. in the Board Room at the San Diego International Airport, Commuter Terminal, 3225 N. Harbor Drive, San Diego, CA 92101.

APPROVED BY A MOTION OF THE SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY BOARD THIS 11th DAY OF JULY, 2013.

TONY R. RUSSELL
DIRECTOR, CORPORATE SERVICES/
AUTHORITY CLERK

APPROVED AS TO FORM:

BRETON K. LOBNER
GENERAL COUNSEL

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**DRAFT
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY BOARD
MINUTES
THURSDAY, JUNE 6, 2013
SAN DIEGO INTERNATIONAL AIRPORT
BOARD ROOM**

CALL TO ORDER: Chair Gleason called the meeting of the San Diego County Regional Airport Authority Board to order at 9:01 a.m. on Thursday, June 6, 2013, in the Board Room at the San Diego International Airport, Commuter Terminal, 3225 North Harbor Drive, San Diego, CA 92101.

ROLL CALL:

PRESENT: Board Members: Alvarez, Boland, Cox, Desmond, Farnam (*Ex-Officio*), Gleason, Hubbs, Robinson, Sessom, Smisek

ABSENT: Board Members: Berman (*Ex-Officio*)

ALSO PRESENT: Angela Shafer Payne, Vice President, Planning and Operations; Breton K. Lobner, General Counsel; Tony R. Russell, Director, Corporate Services/Authority Clerk; Lorraine Bennett, Assistant Authority Clerk II

PLEDGE OF ALLEGIANCE: Board Member Farnam led the Pledge of Allegiance.

PRESENTATIONS:

- A. 2013 ENERGY SHOWCASE AWARD:**
Chris Brown and Dawn Welch, representing SDG&E, presented the 2013 Energy Showcase Award to the Authority, recognizing its outstanding results in energy efficiency and conservation.

REPORTS FROM BOARD COMMITTEES, AD HOC COMMITTEES, AND CITIZEN COMMITTEES AND LIAISONS:

STANDING BOARD COMMITTEES

- **AUDIT COMMITTEE:**
Board Member Smisek noted that Agenda Items 8, 9, and 10 were forwarded to the Board for approval, and that Item 5 appoints Andrew Hollingworth to a new term on the Audit Committee.

- **CAPITAL IMPROVEMENT PROGRAM OVERSIGHT COMMITTEE:**
Board Member Boland reported on the progress of the Terminal 2 West gate hold rooms and ticket lobby. He reported that the Rental Car Center design is near completion. He provided an update on the Quieter Home Program. He announced that he would be representing the Authority Board at the Airport Minority Advisory Council Awards on June 11th.
- **EXECUTIVE PERSONNEL AND COMPENSATION COMMITTEE:** None.
- **FINANCE COMMITTEE:** None

ADVISORY COMMITTEES

- **AUTHORITY ADVISORY COMMITTEE:** None
- **ART ADVISORY COMMITTEE:**
Chair Gleason provided an update on the new commuter terminal public art project. He reported that the Journey artwork and restroom multimedia work for the Green Build project is near completion. He reported that the artist selection process is underway for the FBO facility by Landmark Aviation. He reported that the Rental Car Center public art opportunities are moving towards conceptual design.

LIAISONS

- **AIRPORT LAND USE COMPATIBILITY PLAN FOR SAN DIEGO INTERNATIONAL AIRPORT:**
Board Member Robinson reported that work is ongoing on the Environmental Impact Report.
- **CALTRANS:** None
- **INTER-GOVERNMENTAL AFFAIRS:**
Board Member Cox reported that on May 10th, Authority staff provided a tour to LEAD San Diego's Impact class of 2013; Authority staff attended the San Diego North Economic Development Council's Meet the Elected Officials Luncheon on May 10th; Authority staff provided a briefing to Congressman Isaa's staff on May 30th, and; the Authority's "clean up" legislation, AB 1058, passed the Assembly last month and is scheduled for consideration by the Senate Governance and Finance Committee on June 12th.

- **MILITARY AFFAIRS:**
Board Member Boland reported that the Washington Street Project is near completion. He provided a progress report on the Green Build. He reported that the Rental Car Center design is 30% complete and that to-date, the Quieter Home Program (QHP) has sound attenuated 2,597 homes. He also reported that in a survey of the QHP homeowners, 94% stated they were satisfied with the Program.
- **PORT:**
Chair Gleason reported that Agenda Item 21 related to the Port, would not be heard.

BOARD REPRESENTATIVES (EXTERNAL)

- **SANDAG TRANSPORTATION COMMITTEE:**
Board Member Smisek reported that at its meeting on May 17th, the Committee discussed in depth, the inventory of local parking policies in the San Diego region, with the impetus on ways to encourage public transportation.
- **WORLD TRADE CENTER:**
Chair Gleason reported that he recently participated on a panel for discussions about the Metropolitan Export Initiative. He stated that Thella F. Bowens, President/CEO, is participating in the Japan mission.

CHAIR'S REPORT:

Chair Gleason reported that he recently attended the LEAD Visionary Awards, and accepted the Economic Opportunity Award, together with Thella F. Bowens, President/CEO, and Board Member Boland, on behalf of the Authority. He announced that the grand opening of the USO is scheduled for June 26, 2013.

PRESIDENT/CEO'S REPORT:

Angela Shafer Payne, Vice President, Planning and Operations reported that the Japan Airlines Dreamliner 787 is back in operation at San Diego International Airport. She reported that Alaska Airlines has commenced service to Hawaii, and American Airlines to Miami. She announced that the Airport Minority Advisory Council Conference is on June 8th – 11th in San Diego. She reported that the Authority was the recent recipient of the Certificate and Award of Financial Reporting Achievement from the Government Finance Officers Association for the consolidated annual financial report, and the Project of the Year achievement award for the Green Build Landside project, from the Construction Management Association of America, San Diego Chapter. She provided an update on the recent power outage on May 25th in Terminal 1. She noted that the Authority is continuing its work with Federal partners regarding sequestration.

NON-AGENDA PUBLIC COMMENT:

ALBERTO GUARDADO, CHULA VISTA, representing Republic Services/Allied Waste, spoke regarding their recycling efforts related to the Green Build and reported that 81% of waste was diverted from landfills.

MARCO GONZALEZ, ENCINITAS, provided the Board a handout regarding issues related to Ground Transportation service permit transferability. He requested further discussions between the Authority and taxi driver associations regarding the issues.

CONSENT AGENDA (Items 1-17):

Chair Gleason requested that Item 17 be pulled from the Consent Agenda for discussion.

ACTION: Moved by Board Member Robinson and seconded by Board Member Smisek to approve the Consent Agenda as amended. Motion carried by the following vote: YES – Alvarez, Boland, Cox, Desmond, Gleason, Hubbs, Robinson, Sessom, Smisek; NO – None; ABSENT – None. (Weighted Vote Points: YES – 100; NO – 0; ABSENT 0).

1. **APPROVAL OF MINUTES:**
RECOMMENDATION: Approve the minutes of the May 2, 2013, regular meeting.
2. **ACCEPTANCE OF BOARD AND COMMITTEE MEMBERS WRITTEN REPORTS ON THEIR ATTENDANCE AT APPROVED MEETINGS AND PRE-APPROVAL OF ATTENDANCE AT OTHER MEETINGS NOT COVERED BY THE CURRENT RESOLUTION:**
RECOMMENDATION: Accept the reports and pre-approve Board member attendance at other meetings, trainings and events not covered by the current resolution.
3. **AWARDED CONTRACTS, APPROVED CHANGE ORDERS FROM APRIL 8, 2013 THROUGH MAY 12, 2013 AND REAL PROPERTY AGREEMENTS GRANTED AND ACCEPTED FROM APRIL 8, 2013 THROUGH MAY 12, 2013:**
RECOMMENDATION: Receive the report.
4. **JUNE 2013 LEGISLATIVE REPORT:**
RECOMMENDATION: Adopt Resolution No. 2013-0044, approving the June 2013 Legislative Report.

000007

5. **APPOINTMENT OF PUBLIC MEMBER TO THE AUDIT COMMITTEE:**
RECOMMENDATION: Adopt Resolution No. 2013-0045, appointing Andrew Hollingworth as a public member to the Audit Committee.
6. **ADOPTION OF THE FIVE ORGANIZATIONAL STRATEGIES:**
RECOMMENDATION: Adopt Resolution No. 2013-0046, memorializing the five strategies developed by the Board and staff to guide organizational decision making.

CLAIMS

7. **AUTHORIZE THE REJECTION OF THE CLAIM OF CAROLINE MCCREATH:**
RECOMMENDATION: Adopt Resolution No. 2013-0047, authorizing the rejection of the claim of Caroline McCreath.

COMMITTEE RECOMMENDATIONS

8. **REQUIRED COMMUNICATIONS FROM THE EXTERNAL AUDITOR TO THE AUDIT COMMITTEE ON THE FISCAL YEAR ENDED JUNE 30, 2013, FINANCIAL AND COMPLIANCE AUDIT:**
RECOMMENDATION: The Audit Committee recommends that the Board accept the information.
9. **FISCAL YEAR 2013 THIRD QUARTER AUDIT ACTIVITIES REPORT AND AUDIT RECOMMENDATIONS ISSUED BY THE OFFICE OF THE CHIEF AUDITOR:**
RECOMMENDATION: The Audit Committee recommends that the Board accept the report.
10. **FISCAL YEAR 2014 PROPOSED AUDIT PLAN OF THE OFFICE OF THE CHIEF AUDITOR:**
RECOMMENDATION: The Audit Committee recommends that the Board approve the proposed audit plan.
11. **ANNUAL REVIEW AND APPROVAL OF AMENDMENTS TO AUTHORITY POLICY 4.40 – DEBT ISSUANCE AND MANAGEMENT POLICY:**
RECOMMENDATION: The Finance Committee recommends that the Board adopt Resolution No. 2013-0048, approving amendments to Authority Policy 4.40 – Debt Issuance and Management Policy.

12. ANNUAL REVIEW AND APPROVAL OF AMENDMENTS TO AUTHORITY POLICY 4.20 – GUIDELINES FOR PRUDENT INVESTMENTS, AND DELEGATION OF AUTHORITY TO INVEST AND MANAGE AUTHORITY FUNDS TO THE VICE PRESIDENT, FINANCE/TREASURER:

RECOMMENDATION: The Finance Committee recommends that the Board adopt Resolution No. 2013-0049, approving amendments to Authority Policy 4.20 - Guidelines for Prudent Investments, and delegation of authority to invest and manage Authority funds to the Vice President, Finance/Treasurer.

CONTRACTS AND AGREEMENTS

13. AWARD A CONTRACT TO NUERA CONTRACTING & CONSULTING LP, FOR QUIETER HOME PROGRAM PHASE 6, GROUP 12A (27 EAST SIDE, NON-HISTORIC UNITS ON ONE MULTI-FAMILY PROPERTY):

RECOMMENDATION: Adopt Resolution No. 2013-0050, awarding a contract to Nuera Contracting & Consulting LP, in the amount of \$380,732, for Phase 6, Group 12A, Project No. 380612A, of the San Diego County Regional Airport Authority's Quieter Home Program.

14. AWARD A CONTRACT TO NUERA CONTRACTING & CONSULTING LP, FOR QUIETER HOME PROGRAM PHASE 6, GROUP 12B (22 EAST SIDE AND FOUR WEST SIDE, NON-HISTORIC, MULTI AND SINGLE FAMILY PROPERTIES):

RECOMMENDATION: Adopt Resolution No. 2013-0051, awarding a contract to Nuera Contracting & Consulting LP, in the amount of \$507,470.30 for Phase 6, Group 12B, Project No. 380612B, of the San Diego County Regional Airport Authority's Quieter Home Program.

15. APPROVE AND AUTHORIZE THE PRESIDENT/CEO TO EXECUTE A FIRST AMENDMENT TO THE ON-CALL MECHANICAL AND ELECTRICAL CONSULTANT SERVICES AGREEMENT WITH PBS ENGINEERS, INC.:

RECOMMENDATION: Adopt Resolution No. 2013-0052, approving and authorizing the President/CEO to execute a First Amendment to the agreement with PBS Engineers, Inc., extending the term of the agreement by one year, to expire on July 31, 2014, to provide on-call professional mechanical and electrical consultant services for Capital Improvement and Major Maintenance projects.

16. APPROVE AND AUTHORIZE THE PRESIDENT/CEO TO EXECUTE A SECOND AMENDMENT TO THE ON-CALL SURVEY AND CIVIL ENGINEERING CONSULTANT SERVICES AGREEMENT WITH NOLTE ASSOCIATES, INC.:

RECOMMENDATION: Adopt Resolution No. 2013-0053, approving and authorizing the President/CEO to execute a Second Amendment to the agreement with Nolte Associates, Inc., extending the term of the agreement by one (1) year, to expire on October 1, 2014, to provide on-call professional survey and civil engineering consultant services for Capital Improvement and Major Maintenance projects.

ITEM PULLED FROM THE CONSENT AGENDA:

17. AWARD A CONTRACT TO HAZARD CONSTRUCTION COMPANY, TO CONSTRUCT SAN PARK 2 PACIFIC HIGHWAY NORTH AT SAN DIEGO INTERNATIONAL AIRPORT:

Iraj Ghaemi, Director, Facilities Development, provided an overview of the staff report.

Board Member Alvarez requested a report on the policy and procedures relating to the award of bids in the bid solicitation process.

RECOMMENDATION: Adopt Resolution No. 2013-0054, awarding a contract to Hazard Construction Company, in the amount of \$8,639,836.50, for Project No. 104146, to Construct San Park 2 Pacific Highway North at San Diego International Airport.

ACTION: Moved by Board Member Cox and seconded by Board Member Smisek to approve staff's recommendation. Motion carried by the following vote: YES – Alvarez, Boland, Cox, Desmond, Gleason, Hubbs, Robinson, Sessom, Smisek; NO – None; ABSENT – None. (Weighted Vote Points: YES – 100; NO – 0; ABSENT 0).

PUBLIC HEARINGS: None.

OLD BUSINESS: None.

NEW BUSINESS:

18. APPROVAL AND ADOPTION OF THE OPERATING BUDGET FOR FISCAL YEAR 2014 AND THE CAPITAL PROGRAM FOR FISCAL YEARS 2014-2018 AND CONCEPTUAL APPROVAL OF THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2015 (Continued from the May 23, 2013 Special Meeting):

Vernon Evans, Vice President/Treasurer, provided a presentation on the Proposed Capital Program, Fiscal Year 2014-Fiscal Year 2018, and Plan of Finance for Fiscal Year 2014 – Fiscal Year 2018.

ADRIAN KWIATKOWSKI, SAN DIEGO, representing the Transportation Alliance Group, spoke regarding the lack of availability of grant opportunities for vehicle conversion incentives.

Chair Gleason requested that staff provide a memorandum to the Board regarding parameters for the Authority to create its own grant or incentive program.

LISA MCGHEE, SAN DIEGO, representing San Diego "Off-Airport" Parking Company, commented on an anticipated 10% permit fee increase in 2015, and expressed concerns with attrition associated with non-compliance for vehicle conversion. She requested support from the Authority, to seek grant funding opportunities for vehicle conversions.

Board Member Hubbs expressed concern with the 26 requested positions in the Program Budget. He stated that although the Capital Program Projects will be greatly reduced between years 2014 and 2018, there are 11 positions being requested for the Capital Program, as well as five related Administrative positions. He also expressed concern with the additional positions requested for the Concessions Program, stating that it is not reflective of changes in the workload in those departments who previously experienced high work load related to concessions. He stated that there are a high number of single purpose positions in the Organization which impedes staffing flexibility. He suggested looking at resources and ways to combine positions. He stated that he could only support the four (4) limited duration Ground Transportation Airport Traffic Officer positions and one (1) Airport Operations Assistant position.

Board Member Hubbs moved to approve staff's recommendation eliminating all position requests, except for the four (4) limited duration Ground Transportation Airport Traffic Officer positions and one (1) Airport Operations Assistant position. Board Member Alvarez seconded the motion for discussion. He later withdrew his second and the motion died.

In response to Board Member Cox regarding clarification about the current full time equivalent positions and the proposed changes, staff provided an outline of the requested positions as provided in the Budget document to the Board.

Board Member Hubbs stated that he would like to see more flexibility in the organization, and incentives for current employees to do different jobs, and confirmed that he would support a zero-based budgeting approach.

RECOMMENDATION: Adopt Resolution No. 2013-0055, approving and adopting the Authority's Annual Operating Budget for Fiscal Year 2014 and the Capital Program for Fiscal Years 2014-2018 and conceptually approving the Annual Operating Budget for Fiscal Year 2015.

ACTION: Moved by Board Member Desmond and seconded by Board Member Robinson to approve staff's recommendation. Motion carried by the following vote: YES – Alvarez, Boland, Cox, Desmond, Gleason, Robinson, Sessom, Smisek; NO – Hubbs; ABSENT – None. (Weighted Vote Points: YES – 88; NO – 12; ABSENT 0).

Board Member Cox requested a list of the limited duration positions, an overview of their experience, and if they are retained for a permanent position.

Board Member Robinson requested feedback on the experience with limited duration employees who transition to full time employees.

Chair Gleason requested staff to provide a single list of the number of positions that are authorized and filled, including the limited duration positions.

The Board recessed at 10:31 a.m. and reconvened at 10:42 a.m.

- 19. APPROVE AND AUTHORIZE THE PRESIDENT/CEO TO EXECUTE A COMMON USE SYSTEMS MAINTENANCE AGREEMENT:**
Howard Kourik, Director, Information Technology, provided a presentation on a Common Use Systems Maintenance Agreement, which included, The Common Use Passenger Processing System, Common Use Self-Service Kiosks, Flight Information Display System, Airport Operational Database, Resource Management System, Baggage Messaging System, Local Departure Control System, and Technical Site Service Manager.

Board Member Robinson expressed concern with the sole source of the system.

RECOMMENDATION: Adopt Resolution No. 2013-0056, approving and authorizing the President/CEO to execute an agreement with SITA, Inc. for a term of three years, with the option of two one-year extensions to be exercised at the discretion of the President/CEO, in an amount not-to-exceed \$5,639,085.33 to provide maintenance support services for the Airport Authority's Common Use Systems.

ACTION: Moved by Board Member Alvarez and seconded by Board Member Cox to approve staff's recommendation. Motion carried by the following vote: YES – Alvarez, Boland, Cox, Desmond, Gleason, Hubbs, Robinson, Sessom, Smisek; NO – None; ABSENT – None. (Weighted Vote Points: YES – 100; NO – 0; ABSENT 0).

Board Member Hubbs requested information about costs associated with the on-site Technical Site Service Manager for the System.

20. DISCUSSION AND POSSIBLE ACTION REGARDING AN EMPLOYEE PERFORMANCE COMPENSATION PROGRAM:

Jeremy Anderson, representing Barney & Barney, LLC, provided a presentation on the Proposal for an Employee Performance Compensation (Gainsharing) Program, which included Proposed Gain Sharing Approach, and Financial Impact.

Board Member Boland clarified the Employee Performance Compensation Program process, with confirmation by Jeffrey Lindeman, Senior Director, Organizational Performance & Development, that a test case would be conducted in fiscal year 2014 with no monies assigned and that staff would return to the Board with the results for final approval from the Board to move forward with the Program, to commence in fiscal year 2015.

Board Member Hubbs expressed concern that the compensation is pensionable. He requested staff to provide long-term cost projections on the impact of the Program.

Board Member Robinson also expressed concern that the compensation is pensionable.

Board Member Alvarez stated that he would like to know how this will change the Authority's retirement contribution for the employee. Breton Lobner, General Counsel, clarified that the bonus is a one-time payment in a year where there is a payout, which is added by SDCERS in the calculation of the employee's final retirement amount, and is not compounded. Furthermore, the bonus is not treated as salary and is not applied to base salary. He also stated that the pensionable earnings issue could be addressed by the Board when the Authority's retirement plan and trust is presented to the Board for amendments in July.

Board Member Cox suggested that the Board adopt the Program in concept until the retirement plan is amended to not include the compensation as pensionable earnings.

RECOMMENDATION: Adopt Resolution No. 2013-0057, approving an employee performance compensation program.

ACTION: Moved by Board Member Cox and seconded by Board Member Smisek to approve the program in concept and to defer final action until after Board discussion and/or action regarding amending the San Diego City Employees' Retirement System contract. Motion carried by the following vote: YES – Alvarez, Boland, Cox, Desmond, Gleason, Hubbs, Robinson, Sessom, Smisek; NO – None; ABSENT – None. (Weighted Vote Points: YES – 100; NO – 0; ABSENT 0).

21. APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY AND THE SAN DIEGO UNIFIED PORT DISTRICT REGARDING POLICE SERVICES COSTS:

RECOMMENDATION: Adopt Resolution No. 2013-0031, approving the Memorandum of Understanding between the San Diego County Regional Airport Authority and the San Diego Unified Port District regarding police services costs.

ACTION: This item was not heard.

CLOSED SESSION: The Board did not recess into Closed Session.

22. CONFERENCE WITH LABOR NEGOTIATOR:

Labor negotiations pursuant to Cal. Gov. Code §54957.6:
Authority Designated Negotiators: Thella F. Bowens, President/CEO; and Jeffrey Woodson, Vice President, Administration
Employee Organization: Teamsters 911

23. CONFERENCE WITH REAL PROPERTY NEGOTIATORS:

Real property negotiations pursuant to Cal. Gov. Code §54954.5(b) and §54956.8:
Property: Salt Plant – 17 acre parcel located at 1470 Bay Boulevard, San Diego
Agency Negotiators: Vernon D. Evans, Vice President, Finance/Treasurer
Negotiating Parties: United States Fish and Wildlife Service, GGTW, LLC (current tenant) and/or other interested parties
Under Negotiation: Sale – terms and conditions

24. **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION:**
(Cal.Gov.Code §54956.9(a))
Ann Marie Tejcek v. San Diego County Regional Airport Authority, et al.
LASC No. 37-2011-00102856-CU-PO-CTL

25. **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION:**
(Cal. Gov. Code Section 54956.9(A))
Diego Concession Group, Inc. v. San Diego County Regional Airport
Authority S.D.S.C Case No. 37-2012-00088083-CU-BT-CTL

26. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:**
Initiation of litigation pursuant to subdivision (c) of §54956.9: (3 cases)

27. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:**
Significant exposure to litigation pursuant to Cal. Gov. Code §54956.9(b):
Kelly Lancaster, David Boenitz, Mary Erickson and Richard Gilb, et al v.
SDCERS, San Diego Sup. Court Case No. 37-2011-G0096238-CU-PO-
CT. Number of cases: 1

28. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:**
Significant exposure to litigation (Cal. Gov. Code §§ 54956.9 (b) and
54954.5)
Number of potential cases: 1
Re: Investigative Order No. R9-2012-0009 by the California Regional
Water Quality Control Board regarding submission of technical reports
pertaining to an investigation of bay sediments at the Downtown
Anchorage Area in San Diego

REPORT ON CLOSED SESSION: None.

NON-AGENDA PUBLIC COMMENT: None.

GENERAL COUNSEL REPORT: None.

**BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT REPORTS FOR
BOARD MEMBERS, PRESIDENT/CEO, CHIEF AUDITOR AND GENERAL
COUNSEL WHEN ATTENDING CONFERENCES, MEETINGS, AND TRAINING
AT THE EXPENSE OF THE AUTHORITY:**

BOARD COMMENT:

ADJOURNMENT: The meeting was adjourned at 11:32 a.m.

APPROVED BY A MOTION OF THE SAN DIEGO COUNTY REGIONAL
AIRPORT AUTHORITY BOARD THIS 11th DAY OF JULY, 2013.

TONY R. RUSSELL
DIRECTOR, CORPORATE SERVICES/
AUTHORITY CLERK

APPROVED AS TO FORM:

BRETON K. LOBNER
GENERAL COUNSEL



SAN DIEGO COUNTY
REGIONAL AIRPORT AUTHORITY
STAFF REPORT

Item No.
2

Meeting Date: **JULY 11, 2013**

Subject:

Acceptance of Board and Committee Members' Written Reports on Their Attendance at Approved Meetings and Pre-Approval of Attendance at other Meetings not Covered by the Current Resolution

Recommendation:

Accept the reports and pre-approve Board Member attendance at other meetings, trainings and events not covered by the current resolution.

Background/Justification:

Authority Policy 1.10 defines a "day of service" for Board Member compensation and outlines the requirements for Board Member attendance at meetings.

Pursuant to Authority Policy 1.10, Board Members are required to deliver to the Board a written report regarding their participation in meetings for which they are compensated. Their report is to be delivered at the next Board meeting following the specific meeting and/or training attended. The reports (Attachment A) were reviewed pursuant to Authority Policy 1.10 Section 5 (g), which defines a "day of service". The reports were also reviewed pursuant to Board Resolution No. 2009-0149R, which granted approval of Board Member representation for attending events and meetings.

The attached reports are being presented to comply with the requirements of Policy 1.10 and the Authority Act.

The Board is also being requested to pre-approve Board Member attendance at briefings by representatives of a local police department or a state or federal governmental agency regarding safety, security, immigration or customs affecting San Diego International Airport.

Fiscal Impact:

Board and Committee Member Compensation is included in the FY 2013 Budget.

000017

Authority Strategies:

This item supports one or more of the Authority Strategies, as follows:

- Community Strategy Customer Strategy Employee Strategy Financial Strategy Operations Strategy

Environmental Review:

- A. This Board action is not a project that would have a significant effect on the environment as defined by the California Environmental Quality Act (CEQA), as amended. 14 Cal. Code Regs. Section 15378. This Board action is not a "project" subject to CEQA. Pub. Res. Code Section 21065.
- B. California Coastal Act Review: This Board action is not a "development" as defined by the California Coastal Act, Pub. Res. Code Section 30106.

Equal Opportunity Program:

Not applicable.

Prepared by:

TONY RUSSELL
DIRECTOR, CORPORATE SERVICES/AUTHORITY CLERK

DAVID ALVAREZ

JUN 25 2013

Corporate Services

**SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
Board Member Event/Meeting/Training Report Summary**

Period Covered: June 2013

Directions: This Form permits Board Members to report their attendance at meetings, events, and training that qualify for "day of service" compensation pursuant to Cal. Pub. Util. Code §170017, Board Policy 1.10 and Board Resolution 2009-0149R. Unless attending a meeting held pursuant to the Brown Act, attendance must be pre-approved by the Board prior to attendance and a written report delivered at the next Board meeting. After completing this Form, please forward it to Tony Russell, Authority Clerk.

BOARD MEMBER NAME: (Please print)		DATE OF THIS REPORT:
David Alvarez		June 24, 2013
TYPE OF MEETING	DATE/TIME/LOCATION OF EVENT/MEETING/TRAINING	SUMMARY AND DESCRIPTION OF THE EVENT/MEETING/TRAINING
<input checked="" type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: June 6, 2013 Time: 9AM Location: SDCRAA	Board Meeting
<input checked="" type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: June 20, 2013 Time: 9AM Location: SDCRAA	Capital Improvement Program Oversight Meeting
<input checked="" type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: June 24, 2013 Time: 9AM Location: SDCRAA	Airport Finance Committee
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: Time: Location:	
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: Time: Location:	
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: Time: Location:	
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: Time: Location:	
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: Time: Location:	
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: Time: Location:	

I certify that I was present for at least half of the time set for each meeting, event and training listed herein.

Signature: David Alvarez

BRUCE BOLAND

**SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
Board Member Event/Meeting/Training Report Summary**

Period Covered: 1 June – 30 June 2013

Directions: This Form permits Board Members to report their attendance at meetings, events, and training that qualify for “day of service” compensation pursuant to Cal. Pub. Util. Code §170017, Board Policy 1.10 and Board Resolution 2009-0007. Unless attending a meeting held pursuant to the Brown Act, attendance must be pre-approved by the Board prior to attendance and a written report delivered at the next Board meeting. After completing this Form, please forward it to Tony Russell, Authority Clerk.

BOARD MEMBER NAME: (Please print)		DATE OF THIS REPORT:
Bruce R. Boland		July 1, 2013
TYPE OF MEETING	DATE/TIME/LOCATION OF EVENT MEETING/TRAINING	SUMMARY AND DESCRIPTION OF THE EVENT/MEETING/TRAINING
Brown Act	6/6 0900 SDIA	SDCRAA BOD Meeting
Authorized Activity	6/11 1130 Sheraton HI Hotel	Accepted AMAC Award for SDCRAA
Brown Act	6/19 0900 SDIA	SDCRAA Ex/Pers Cmte Mtg.
Brown Act	6/20 0900 SDIA	CPIOC Cmte Meeting...Chair
Brown Act	6/24 0900 SDIA	SDCRAA Excom/Fin Cmte Mtg
Authorized Activity	6/26 1700 SDIA/USO	Gave welcoming remarks for SDCRAA at opening of new USO Center

I certify that I was present for at least half of the time set for each meeting, event and

training listed herein. Signature:



GREG COX

SDCRAA

JUN 24 2013

Corporate Services

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

Board Member Event/Meeting/Training Report Summary

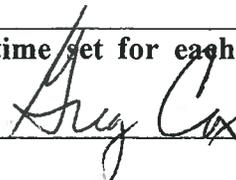
Period Covered: JUNE 1-30, 2013

Directions: This Form permits Board Members to report their attendance at meetings, events, and training that qualify for "day of service" compensation pursuant to Cal. Pub. Util. Code §170017, Board Policy 1.10 and Board Resolution 2009-0149R. Unless attending a meeting held pursuant to the Brown Act, attendance must be pre-approved by the Board prior to attendance and a written report delivered at the next Board meeting. After completing this Form, please forward it to Tony Russell, Authority Clerk.

BOARD MEMBER NAME: (Please print)		DATE OF THIS REPORT:
GREG COX		JUNE 24, 2013
TYPE OF MEETING	DATE/TIME/LOCATION OF EVENT/MEETING/TRAINING	SUMMARY AND DESCRIPTION OF THE EVENT/MEETING/TRAINING
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: JUNE 6, 2013 Time: 9am Location: SDCRAA	BOARD/ALUC MEETING
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: JUNE 19, 2013 Time: 10:15 Location: SDCRAA	SPECIAL EXECUTIVE PERSONNEL & COMPENSATION COMMITTEE MEETING SPECIAL BOARD MEETING
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: JUNE 24, 2013 Time: 9am Location: SDCRAA	EXECUTIVE / FINANCE COMMITTEE SPECIAL BOARD MEETING
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: Time: Location:	
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: Time: Location:	
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: Time: Location:	
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: Time: Location:	
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: Time: Location:	

I certify that I was present for at least half of the time set for each meeting, event and training listed herein.

Signature: _____



JIM DESMOND

JUL 01 2013

Corporate Services

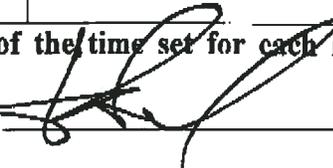
**SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
Board Member Event/Meeting/Training Report Summary**

Period Covered: June 2013

Directions: This Form permits Board Members to report their attendance at meetings, events, and training that qualify for "day of service" compensation pursuant to Cal. Pub. Util. Code §170017, Board Policy 1.10 and Board Resolution 2009-0149R. Unless attending a meeting held pursuant to the Brown Act, attendance must be pre-approved by the Board prior to attendance and a written report delivered at the next Board meeting. After completing this Form, please forward it to Tony Russell, Authority Clerk.

BOARD MEMBER NAME (Please print)		DATE OF THIS REPORT
Jim Desmond		30 June 2013
TYPE OF MEETING	DATE/TIME/LOCATION OF EVENT/MEETING/TRAINING	SUMMARY AND DESCRIPTION OF THE EVENT/MEETING/TRAINING
<input checked="" type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: 06 June 2013 Time: 9am Location: SDIA	Board Meeting
<input checked="" type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: 19 June 2013 Time: 9am Location: SDIA	Exec Personnel Comp Committee Meeting
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: Time: Location:	
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: Time: Location:	
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: Time: Location:	
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: Time: Location:	
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: Time: Location:	
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: Time: Location:	
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: Time: Location:	

I certify that I was present for at least half of the time set for each meeting, event and training listed herein.

Signature: 

ROBERT GLEASON

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
Board Member Event/Meeting/Training Report Summary
 Period Covered: JUNE 2013

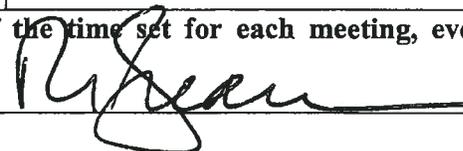
SDCRAA
JUL 01 2013
Corporate Services

Directions: This Form permits Board Members to report their attendance at meetings, events, and training that qualify for "day of service" compensation pursuant to Cal. Pub. Util. Code §170017, Board Policy 1.10 and Board Resolution 2009-0149R. Unless attending a meeting held pursuant to the Brown Act, attendance must be pre-approved by the Board prior to attendance and a written report delivered at the next Board meeting. After completing this Form, please forward it to Tony Russell, Authority Clerk.

BOARD MEMBER NAME: (Please print)		DATE OF THIS REPORT:
ROBERT H. GLEASON		June 25, 2013
TYPE OF MEETING	DATE/TIME/LOCATION OF EVENT/MEETING/TRAINING	SUMMARY AND DESCRIPTION OF THE EVENT/MEETING/TRAINING
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: June 6, 2013 Time: 9:00 am Location: SDCRAA offices	ALUC / Board meeting
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: June 7, 2013 Time: 8:45 am Location: Terminal 1	Alaska Airlines SAN-Kauai Inaugural; spoke on behalf of the Airport Authority
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: June 10, 2013 Time: 12:00pm Location: Sheraton Hotel & Marina	AMAC Airport Business Diversity Conference; spoke on behalf of the Airport Authority
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: June 12, 2013 Time: 8:00 pm Location: Terminal 1	American Airlines Miami Inaugural; spoke on behalf of the Airport Authority
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: June 13, 2013 Time: 11:30 am Location: Hilton Harbor Island	HMA luncheon presentation; spoke on behalf of the Airport Authority
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: June 19, 2013 Time: 9:00am Location: SDCRAA offices	Executive Personnel & Compensation Committee meeting
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: June 20, 2013 Time: 9:00 am Location: SDCRAA offices	Capital Improvement Program Oversight Committee meeting
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: June 24, 2013 Time: 9:00 am & 11:30 am Location: SDCRAA offices & Terminal 1	Executive / Finance Committee meeting; Concessions Development Program ribbon cutting; spoke on behalf of the Airport Authority
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: June 25, 2013 Time: 7:45 am Location: WTCSD offices	WTCSD Executive Committee meeting
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: June 28, 2013 Time: 7:30 am Location: University Club	University Club Speakers Series for SDIA; spoke on behalf of the Airport Authority

I certify that I was present for at least half of the time set for each meeting, event and training listed herein.

Signature: _____



LLOYD HUBBS

SDCRAA
 JUN 24 2013
 Corporate Services

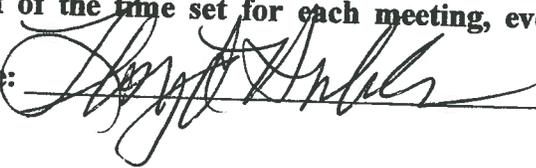
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
Board Member Event/Meeting/Training Report Summary

Period Covered: June 2013

Directions: This Form permits Board Members to report their attendance at meetings, events, and training that qualify for "day of service" compensation pursuant to Cal. Pub. Util. Code §170017, Board Policy 1.10 and Board Resolution 2009-0149R. Unless attending a meeting held pursuant to the Brown Act, attendance must be pre-approved by the Board prior to attendance and a written report delivered at the next Board meeting. After completing this Form, please forward it to Tony Russell, Authority Clerk.

BOARD MEMBER NAME: (Please print)		DATE OF THIS REPORT:
LLOYD HUBBS		6-24-13
TYPE OF MEETING	DATE/TIME/LOCATION OF EVENT/MEETING/TRAINING	SUMMARY AND DESCRIPTION OF THE EVENT/MEETING/TRAINING
<input checked="" type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: 6-6-13 Time: 9-12 Location: BOARD Rm	BOARD Meeting
<input checked="" type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: 6-19-13 Time: 9-12 Location: Tuskegee	Exec. Personnel
<input checked="" type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: 6-20-13 Time: 9-11 Location: BOARD RM	C.L.P. Mtg.
<input checked="" type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: 6-24-13 Time: 9-10 Location: BOARD RM	Finance Committee
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: Time: Location:	
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: Time: Location:	
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: Time: Location:	
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: Time: Location:	

I certify that I was present for at least half of the time set for each meeting, event and training listed herein.

Signature: 

PAUL ROBINSON

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
Board Member Event/Meeting/Training Report Summary

Period Covered: 6/30/13

Directions: This Form permits Board Members to report their attendance at meetings, events, and training that qualify for "day of service" compensation pursuant to Cal. Pub. Util. Code §170017, Board Policy 1.10 and Board Resolution 2009-0149R. Unless attending a meeting held pursuant to the Brown Act, attendance must be pre-approved by the Board prior to attendance and a written report delivered at the next Board meeting. After completing this Form, please forward it to Tony Russell, Authority Clerk.

BOARD MEMBER NAME: (Please print)		DATE OF THIS REPORT:
<i>PAUL ROBINSON</i>		<i>6-24-13</i>
TYPE OF MEETING	DATE/TIME/LOCATION OF EVENT/MEETING/TRAINING	SUMMARY AND DESCRIPTION OF THE EVENT/MEETING/TRAINING
<input checked="" type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: <i>6/6/13</i> Time: <i>9:00 - 12:00 p.m.</i> Location: <i>SDCRAA Bd Rm</i>	<i>SDCRAA Bd / ALUP meetings</i>
<input type="checkbox"/> Brown Act <input checked="" type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: <i>6/14/13</i> Time: <i>10:30 - 11:30</i> Location: <i>Port of S.D.</i>	<i>Mtg w/ Board Chair Moore Re HPD Compensation</i>
<input checked="" type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: <i>6/20/13</i> Time: <i>9:00 - 11:00</i> Location: <i>SDCRAA</i>	<i>CPIOC mtg.</i>
<input checked="" type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: <i>6/24/13</i> Time: <i>9: - 10:00</i> Location: <i>SDCRAA Bd Rm</i>	<i>SDCRAA Exec / Finance Comm. mtgs</i>
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: Time: Location:	
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: Time: Location:	
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: Time: Location:	
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: Time: Location:	

I certify that I was present for at least half of the time set for each meeting, event and training listed herein.

Signature: *Paul B. Robinson*

MARY SESSOM

SDCRAA

JUN 06 2013

Corporate Services

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
Board Member Event/Meeting/Training Report Summary

Period Covered: May 2013

Directions: This Form permits Board Members to report their attendance at meetings, events, and training that qualify for "day of service" compensation pursuant to Cal. Pub. Util. Code §170017, Board Policy 1.10 and Board Resolution 2009-0007. Unless attending a meeting held pursuant to the Brown Act, attendance must be pre-approved by the Board prior to attendance and a written report delivered at the next Board meeting. After completing this Form, please forward it to Tony Russell, Authority Clerk.

BOARD MEMBER NAME: (Please print)		DATE OF THIS REPORT
MARY T. Sessom		
TYPE OF MEETING	DATE/TIME/LOCATION OF EVENT/MEETING/TRAINING	SUMMARY AND DESCRIPTION OF THE EVENT/MEETING/TRAINING
<input checked="" type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: 5/2 Time: 9:00 Location: Board Room	SDCRAA ALUC/Board meeting
<input checked="" type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: 5/13 Time: 10 Location: Board Room	Audit Committee
<input checked="" type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: 5/23 Time: 9:00 Location: Board Room	Budget workshop/ SDCRAA ALUC/Board
<input checked="" type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: 5/28 Time: 9:00 Location: Board	SDCRAA Executive/ Finance
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: Time: Location:	
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: Time: Location:	
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: Time: Location:	
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2009-0149R	Date: Time: Location:	

I certify that I was present for at least half of the time set for each meeting, event and training listed herein.

Signature: Mary T. Sessom

TOM SMISEK

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
Board Member Event/Meeting/Training Report Summary
 Period Covered: June 1 - June 30, 2013



Directions: This Form permits Board Members to report their attendance at meetings, events, and training that qualify for "day of service" compensation pursuant to Cal. Pub. Util. Code §170017, Board Policy 1.10 and Board Resolution 2009-0007. Unless attending a meeting held pursuant to the Brown Act, attendance must be pre-approved by the Board prior to attendance and a written report delivered at the next Board meeting. After completing this Form, please forward it to Tony Russell, Authority Clerk.

BOARD MEMBER NAME: (Please print)		DATE OF THIS REPORT
Tom Smisek		June 24, 2013
TYPE OF MEETING	DATE/TIME/LOCATION OF EVENT/MEETING/TRAINING	SUMMARY AND DESCRIPTION OF THE EVENT/MEETING/TRAINING
X Brown Act Pre-approved Res. 2009-0149R	Date: June 4, 2013 Time: 3:00 PM Location: Coronado City Hall	CORONADO CITY COUNCIL MEETING SDCRAA REPRESENTATIVE QUARTERLY REPORT
X Brown Act Pre-approved Res. 2009-0149R	Date: June 6, 2013 Time: 9:00 AM Location: SDIA	SDCRAA BOARD MEETING
X Brown Act Pre-approved Res. 2009-0149R	Date: June 7, 2013 Time: 9:00 AM Location: SANDAG	SANDAG TRANSPORTATION COMMITTEE MEETING/REGIONAL PLANNING COMMITTEE MTG-SDCRAA REPRESENTATIVE
X Brown Act Pre-approved Res. 2009-0149R	Date: June 19, 2013 Time: 9:00 AM Location: SDIA	SDCRAA EXECUTIVE COMP/PERSONNEL COMMITTEE MEETING
X Brown Act Pre-approved Res. 2009-0149R	Date: June 20, 2013 Time: 9:00 AM Location: SDIA	SDCRAA SPECIAL BOARD MTG/ CAPITAL IMPROVEMENT PGM OVERSIGHT COMMITTEE MEETINGS.
X Brown Act Pre-approved Res. 2009-0149R	Date: June 21, 2013 Time: 8:00 AM Location: SANDAG	SANDAG TRANSPORTATION COMMITTEE MEETING - SDCRAA REPRESENTATIVE
X Brown Act Pre-approved Res. 2009-0149R	Date: June 24, 2013 Time: 9:00 AM Location: SDIA	SDCRAA EXECUTIVE/FINANCE COMMITTEES MEETING.
Brown Act Pre-approved Res. 2009-0149R	Date: Time: Location:	

I certify that I was present for at least half of the time set for each meeting, event and training listed herein.

Signature: Tom Smisek



SAN DIEGO COUNTY
REGIONAL AIRPORT AUTHORITY
STAFF REPORT

Item No.
3

Meeting Date: **JULY 11, 2013**

Subject:

Awarded Contracts, Approved Change Orders from May 13, 2013 through June 9, 2013 and Real Property Agreements Granted and Accepted from May 13, 2013 through June 9, 2013

Recommendation:

Receive the report.

Background/Justification:

Policy Section Nos. 5.01, Procurement of Services, Consulting, Materials, and Equipment, 5.02, Procurement of Contracts for Public Works, and 6.01, Leasing Policy, require staff to provide a list of contracts, change orders, and real property agreements that were awarded and approved by the President/CEO or her designee. Staff has compiled a list of all contracts, change orders (Attachment A) and real property agreements (Attachment B) that were awarded, granted, accepted, or approved by the President/CEO or her designee since the previous Board meeting.

Fiscal Impact:

The fiscal impact of these contracts and change orders are reflected in the individual program budget for the execution year and on the next fiscal year budget submission. Amount to vary depending upon the following factors:

1. Contracts issued on a multi-year basis; and
2. Contracts issued on a Not-to-Exceed basis.
3. General fiscal impact of lease agreements reflects market conditions.

The fiscal impact of each reported real property agreements is identified as Consideration on Attachment B.

Authority Strategies:

This item supports one or more of the Authority Strategies, as follows:

- Community Strategy Customer Strategy Employee Strategy Financial Strategy Operations Strategy

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Environmental Review:

- A. This Board action is not subject to the California Environmental Quality Act (CEQA), as amended. The Board action is categorically excluded from CEQA because it is a class of project that has been determined not to have a significant effect on the environment. 14 cal. Code Regs. Section 15308. See also, Pub. Res. Code Section 21065 (Board action is not a "project" subject to CEQA).

- B. California Coastal Act Review: This Board action is not a "development" as defined by the California Coastal Act. Pub. Res. Code Section 30106, 30108.6, and 30109.

Equal Opportunity Program:

Equal opportunities requirements were presented during the solicitation process on a case-by-case basis.

Prepared by:

JANA VARGAS
DIRECTOR, PROCUREMENT

Attachment "A"

AWARDED CONTRACTS AND CHANGE ORDERS SIGNED BETWEEN May 13, 2013 - June 9, 2013

New Contracts

	Date Signed	CIP #	Company	Description	Solicitation Method	Owner	Contract Value	End Date
	05/13/13	N/A	Notevault, Inc.	The Contractor will provide a voice-based mobile recording system that will allow Quieter Home Program staff to report field activities while on construction jobsites. Notevault, Inc. is the only known source that provides a mobile application for data reporting services required by the Program.	Sole Source	S. Knack	\$ 60,000.00	04/30/15
	05/13/13	N/A	California Center for Sustainable Energy	The Contractor will provide services needed to continue the implementation of the Authority's Clean Vehicle Conversion Program for off-airport ground transportation providers. The California Center for Sustainable Energy implemented the Airport Authority's Clean Vehicle Conversion Program for off-airport ground transportation providers, and is most appropriate and qualified agency to continue the program.	Single Source	K. Wilschetz	\$ 49,990.00	11/30/15
	05/21/13	N/A	Sign Age Identity Systems, Inc.	The Contractor will provide on-call sign fabrication, modification, installation, removal and repair services located throughout San Diego International Airport.	RFP	J. Fejeran	\$ 800,000.00	05/14/16
	05/24/13	N/A	Speedy Mail & Messenger Service, Inc.	The Contractor will provide U.S. mail pick-up and delivery services for San Diego County Regional Airport Authority.	Informal RFP	T. Russell	\$ 15,600.00	06/30/16
	05/03/13	N/A	County of San Diego Sheriff's Department, Regional Communications System (RCS)	The Contractor will provide interoperable radio services between the Port of San Diego Harbor Police (Authority law enforcement provider) and the San Diego County Regional Airport Authority. The County of San Diego Sheriff's Department, Regional Communications System (RCS) is the only known provider of radio services between the two agencies.	Sole Source	C. Welch	\$ 185,000.00	03/31/16
	06/06/13	N/A	A- Advanced Locksmiths	The Contractor will provide locksmith services for locksets located throughout San Diego International Airport.	RFP	J. Fejeran	\$ 300,000.00	05/02/16
	<u>New Contracts Approved by the Board</u>							
Date Signed	CIP #	Company	Description	Solicitation Method	Owner	Contract Value	End Date	
06/03/13	380701	S & L Specialty Contracting, Inc.	This contract was approved by the Board at the May 2, 2013 Board Meeting. The Contractor will provide sound attenuation treatment to residences included in Phase 7, Group 1 of the Quieter Home Program.	RFQ	D. Frazee	\$ 833,550.00	02/06/14	



Amendments and Change Orders

Date Signed	CIP #	Company	Description of Change	Previous Contract Amount	Change Order Value (+ / -)	Change Order Value (%) (+ / -)	New Contract Value	New End Date
05/15/13	N/A	Kardex Remstar, LLC	The Assignment and Consent Agreement transfers rights, duties and obligations under the current Service and Consulting Agreement to Kardex Remstar, LLC from Remstar International, Inc. for continued filing equipment maintenance services at San Diego County Regional Airport Authority. There is no increase in total compensation.	\$ 15,550.00	\$ -	0%	\$ 15,550.00	12/31/2013
05/15/13	N/A	Advantage Performance Group, Inc.	The Third Amendment extends the term of the contract ninety days to complete strategic business planning consulting services for the San Diego County Regional Airport Authority. There is no increase in total compensation.	\$ 924,100.00	\$ -	0%	\$ 924,100.00	7/28/2013
05/16/13	N/A	Frank Rogozinski	The First Amendment extends the term of the contract three years for photography services needed for various projects and initiatives at San Diego International Airport. There is no increase in total compensation.	\$ 49,000.00	\$ -	0%	\$ 49,000.00	4/14/2016
05/24/13	N/A	Jim Campbell	The Second Amendment extends the term of the contract ninety days to complete the public artwork project entitled "The Journey" at San Diego International Airport. There is no increase in total compensation.	\$ 2,180,000.00	\$ -	0%	\$ 2,180,000.00	7/14/2013



Amendments and Change Orders - Approved by the Board

5/7/2013	N/A	Marsh Risk and Insurance Services	The Second Amendment was approved by the Board at the November 1, 2012 Board Meeting. The Second Amendment revises Exhibit A "Scope of Work" to provide continuation of broker services associated with the Capital Improvement Program- Owner Controlled Insurance Program (CIP-OCIP), expands the scope of broker services associated with a Rental Car Center (RCC) insurance program, and increases the maximum amount of compensation by \$138,888.00 for OCIP Insurance Broker and Administration Services.	\$ 1,202,509.93	\$ 138,888.00	12%	\$ 1,341,397.93	8/1/2013
06/03/13	N/A	Amy Landesberg	The First Amendment was approved by the Board with the original contract at the November 1, 2012 Board Meeting. The First Amendment revises Exhibit A "Scope of Work" and Exhibit B "Compensation & Payment Schedule" by including the remaining project phases needed to complete the public artwork project entitled "Rental Car Center" at San Diego International Airport. There is no increase in total compensation.	\$ 1,300,000.00	\$ -	0%	\$ 1,300,000.00	12/31/2015
06/05/13	N/A	Christian Moeller	The First Amendment was approved by the Board with the original contract at the November 1, 2012 Board Meeting. The First Amendment revises Exhibit A "Scope of Work" and Exhibit B "Compensation & Payment Schedule" by including the remaining project phases needed to complete the public artwork project entitled "Rental Car Center" at San Diego International Airport. There is no increase in total compensation.	\$ 1,300,000.00	\$ -	0%	\$ 1,300,000.00	12/31/2015

Attachment "B"

REAL PROPERTY AGREEMENTS EXECUTED FROM MAY 13, 2013 TO JUNE 9, 2013

Real Property Agreements

Begin/End Dates	Authority Doc. #	Tenant/Company	Agreement Type	Property Location	Use	Property Area (s.f)	Consideration	Comments
7/1/13 - 6/30/18	LE-0727	Delta Air Lines, Inc.	Lease	Mezzanine Level, Terminal 2 West, 3835 North Harbor Drive, San Diego, CA	Airline Passenger Lounge	4,574 SF	\$549,429 in annual rent plus percentage rent of 12% or 15%	Percentage rent applies to sales exceeding \$2,000 per month of access fees, food, beverages, merchandise, and services. This is new construction above Sunset Cove.
7/1/13 - 6/30/18	LE-0728	United Airlines, Inc.	Lease	Mezzanine Level, Terminal 2 West, 3835 North Harbor Drive, San Diego, CA	Airline Passenger Lounge	5,322 SF	\$639,279 in annual rent plus percentage rent of 12% or 15%	Percentage rent applies to sales exceeding \$2,000 per month of access fees, food, beverages, merchandise, and services. This is new construction above Sunset Cove.
8/1/13 - 7/31/23	LE-0726	Swissport Lounge, LLC	Concession Lease	Terminal 2 East Post-Security, 3707 North Harbor Drive, San Diego, CA	Common Use Passenger Lounge	5,160 SF	The greater of \$150,000 Minimum Annual Guarantee or Percentage Rent of 12% or 15%	Percentage rent applies to all sales of access fees, food, beverages, merchandise, and services. Replaces American Airlines' Admirals Club.

Real Property Agreement Amendments and Assignments

Effective Date	Authority Doc. #	Tenant/Company	Agreement Type	Property Location	Use	Property Area (s.f)	Consideration	Comments

No Agreements or Assignments to Report

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SAN DIEGO COUNTY
REGIONAL AIRPORT AUTHORITY
STAFF REPORT

Item No.

4

Meeting Date: **JULY 11, 2013**

Subject:

July 2013 Legislative Report

Recommendation:

Adopt Resolution No. 2013-0058, approving the July 2013 Legislative Report

Background/Justification:

The Legislative Advocacy Program Policy adopted by the Board on November 10, 2003, requires that Authority staff present the Board with monthly reports concerning the status of legislation with potential impact to the Authority. The July 2013 Legislative Report updates Board members on legislative activities that have taken place during the month of June. The Authority Board gives direction to staff on legislative issues by adoption of a monthly Legislative Report (Attachment A).

State Legislative Action

The Authority's legislative team does not recommend that the Board adopt any new positions on state legislation.

On July 1, the Senate unanimously approved AB 1058, legislation sponsored by the Authority to "clean up" the Airport Authority Act. This bill has been sent to the Governor for his signature.

On June 14, the State Legislature approved a \$96.3 billion Fiscal Year 2013-14 state budget. Governor Brown has until June 30 to sign the measure prior to the July 1 start of the fiscal year. A related budget "trailer" bill, Senate Bill 71, eliminates a requirement that local government agencies comply with certain provisions of the California Public Records Act (CPRA). Under this bill, local agencies that choose not to follow best practices under CPRA must announce their decision at the next regularly scheduled public meeting and on annual basis.

Federal Legislative Action

The Authority's legislative team recommends that the Board adopt an Oppose position on a proposal to authorize the Department of Homeland Security to designate which U.S. airports can accept air travelers arriving to or exiting from the United States and require

000024

airports to provide space for biometric data collection. The legislative team also recommends that the Board adopt a Support position on the Fiscal Year 2014 Transportation, Housing and Urban Development, and Related Agencies Appropriations Bill.

Airport advocacy groups are working with other travel partners, including airlines, to oppose a measure proposed by Senator Schumer (D-NY) as an amendment to S.744, the Border Security, Economic Opportunity, and Immigration Modernization Act. This amendment, which would allow DHS to designate international airports based on the ability of airports to create and finance adequate space for the collection of biometrics, could require significant and costly airport infrastructure modifications.

On June 19, the House Appropriations Subcommittee on Transportation, Housing and Urban Development, and Related Agencies approved its Fiscal Year 2014 funding bill which would provide \$3.35 billion for the Airport Improvement Program – the full authorized level. This legislation also includes a provision prohibiting the Federal Aviation Administration (FAA) from requiring airports to provide the FAA space free of charge in airport-owned buildings.

Authority Strategies:

This item supports one or more of the Authority Strategies, as follows:

- Community Strategy
 Customer Strategy
 Employee Strategy
 Financial Strategy
 Operations Strategy

Environmental Review:

- A. This Board action is not a project that would have a significant effect on the environment as defined by the California Environmental Quality Act (CEQA), as amended. 14 Cal. Code Regs. §15378. This Board action is not a "project" subject to CEQA. Cal. Pub. Res. Code §21065.
- B. California Coastal Act Review: This Board action is not a "development" as defined by the California Coastal Act. Cal. Pub. Res. Code §30106.

Equal Opportunity Program:

Not applicable.

Prepared by:

MICHAEL KULIS
DIRECTOR, INTER-GOVERNMENTAL AND COMMUNITY RELATIONS

000024.1

RESOLUTION NO. 2013-0058

**A RESOLUTION OF THE BOARD OF THE SAN
DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
APPROVING THE JULY 2013 LEGISLATIVE
REPORT**

WHEREAS, the San Diego County Regional Airport Authority (Authority) operates San Diego International Airport as well as plans for necessary improvements to the regional air transportation system in San Diego County, including serving as the responsible agency for airport land use planning within the County; and

WHEREAS, the Authority has a responsibility to promote public policies consistent with the Authority's mandates and objectives; and

WHEREAS, Authority staff works locally and coordinates with legislative advocates in Sacramento and Washington, D.C. to identify and pursue legislative opportunities in defense and support of initiatives and programs of interest to the Authority; and

WHEREAS, under the Authority's Legislative Advocacy Program Policy, the Authority Board gives direction to Authority staff on pending legislation; and

WHEREAS, the Authority Board in directing staff may adopt positions on legislation that has been determined to have a potential impact on the Authority's operations and functions.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the July 2013 Legislative Report (Attachment A); and

BE IT FURTHER RESOLVED that the Board finds that this Board action is not a "project" as defined by the California Environmental Quality Act (CEQA), Pub. Res. Code §21065; and is not a "development" as defined by the California Coastal Act, Pub. Res. Code §30106.

000024.2

PASSED, ADOPTED, AND APPROVED by the Board of the San Diego County Regional Airport Authority at a special meeting this 11th day of July, 2013, by the following vote:

AYES: Board Members:

NOES: Board Members:

ABSENT: Board Members:

ATTEST:

TONY RUSSELL
DIRECTOR CORPORATE SERVICES/
AUTHORITY CLERK

APPROVED AS TO FORM:

BRETON K. LOBNER
GENERAL COUNSEL

000024.3

July 2013 Legislative Report

State Legislation

Legislation/Topic

AB 1092 (Levine) – Electric Charge Stations for New Construction Projects

Background/Summary

This bill would require the California Building Standards Commission (Commission) to adopt, in its next update, mandatory building standards for the installation of electric vehicle charging infrastructure in multifamily dwellings and nonresidential development. This bill would also require the Commission to use the California Green Building Standards Code as the starting point for any mandatory building standards, and to consult with interested parties during the development and adoption of new standards.

Anticipated Impact/Discussion

Staff will continue to monitor this legislation to determine the eventual requirement of electric vehicle charging stations that could be applicable for future Authority projects.

Status:

6/18/13 – Approved by the Senate Committee on Transportation and Housing by a vote of 8 to 0, and referred to the Senate Committee on Environmental Quality
5/24/13 – Approved by Assembly by a vote of 48 to 21

Position:

Watch (4/4/13)

Legislation/Topic

AB 128 (Bradford) – Peace Officers, Airport Law Enforcement

Background/Summary

This bill would reclassify the Los Angeles World Airports law enforcement officers, providing them the authority to arrest and carry firearms on non-airport property.

Anticipated Impact/Discussion

This bill would not impact law enforcement at San Diego International Airport. Authority staff will continue to monitor the City of Los Angeles and Los Angeles World Airports' consideration of this legislation.

Status:

6/6/13 - Referred to the Senate Committees on Public Safety and Appropriations

5/28/13 – Approved by the Assembly by a vote of 62 to 4

Position: Watch (4/4/13)

Legislation/Topic

SB 50 (Lieu) – Telecommunications and Pay Phones

Background/Summary

This bill would require the posting of the same notices for credit or debit card-activated telephones as are required for coin-operated phones. These notices would include information such as the name of the provider of operator-assisted services, applicable rates and charges for each available operator-assisted service, and that surcharges may apply to operator-assisted and calling card calls.

Anticipated Impact/Discussion

The Authority currently has pay phones that accept both coins and credit or debit cards throughout the airport. This legislation would require the posting of notices adjacent to these phones.

Status: 6/18/13 – Approved by the Assembly Committee on Utilities and Commerce by a vote of 12 to 0, and referred to the Assembly Committee on Appropriations
5/6/13 – Approved by the Senate by a vote of 32 to 0

Position: Watch (4/4/13)

Legislation/Topic

AB 359 (Holden) - Vehicle Rental Agreements – Customer Facility Charge

Background/Summary

Under current law, any airport requiring car rental companies to collect a customer facility charge (CFC) must complete an independent audit and submit it to the State Legislature every three years. This legislation would simplify the auditing requirements for Airports utilizing a CFC. The legislation would also require airports to post audit results on their websites.

Anticipated Impact/Discussion

The Authority is currently collecting a customer facility charge to finance the construction of the rental car center and terminal roadway. Authority staff and the California Airports Council continue to work with the author's office and Committee staff to ensure that the final bill will minimize staff time and external auditor costs related to our use of a CFC.

000024.5

Status: 6/6/13 – Referred to the Senate Committee on the Judiciary
5/24/13 – Approved by the Assembly by a vote of 69 to 0

Position: Support (3/7/13)

Legislation/Topic

SB 758 (Block) – Airport Land Use Compatibility Plan: City of Coronado

Background/Summary

The Authority Board serves as the Airport Land Use Commission for San Diego County and is responsible for the preparation, adoption and amendment of airport land use compatibility plans (ALUCPs) for airports located in San Diego County. SB 758 would extend the time from 180 days to 540 days the City of Coronado has to amend its general and specific plans following the creation of the ALUCP for Naval Air Station North Island (NASNI).

Anticipated Impact/Discussion

Although this legislation would not impact the Authority's ability to complete an ALUCP for NASNI, individual development projects would be sent to the Airport Land Use Commission for determination until the City of Coronado implemented the ALUCP.

Status: 6/14/13 – Referred to the Assembly Committee on Local Government
5/28/13 – Approved by the Senate by a vote of 38 to 0

Position: Watch (3/7/13)

Legislation/Topic

**AB 1058 (Chavez) - San Diego County Regional Airport Authority Act
"Clean Up" Bill**

Background/Summary

The legislation that created the Airport Authority, commonly known as the "Airport Authority Act" has undergone various changes since the agency's establishment. As the Airport Authority continues to mature, however, several sections of the Airport Authority Act are now obsolete. In addition, staff has identified technical corrections/minor changes that would improve the Act. Therefore, staff has recommended that the Authority seek legislation to make such changes to the Act.

Anticipated Impact/Discussion

Although this legislation would have no direct impact on SDIA functions, it would result in minor technical corrections and the deletion of outdated sections of the Airport Authority Act.

Status: 7/1/13 – Approved by the Senate Committee by a vote of 35 to 0, and submitted to the Governor for his signature
5/20/13 – Approved by the Assembly by a vote of 74 to 0

Position: Support (2/14/13)

Legislation/Topic

SCA 4/8 (Liu/Corbett) – Local Government Transportation Tax

Background/Summary

This legislation would amend the California Constitution by lowering the threshold to levy a local transportation tax to 55% voter approval instead of the current 2/3 voter approval requirement. SCA 4 also prohibits a local government from expending any revenues derived from a special transportation tax approved by 55% of the voters at any time prior to the completion of a statutorily identified capital project funded by revenues derived from another special tax of the same local government that was approved by a two-thirds vote.

This legislation was amended to require that any ballot proposition must contain a list of projects and programs to be funded, a requirement for an independent audit, and the creation of a citizen's oversight committee to review all expenditures.

Anticipated Impact/Discussion

Although this legislation would have no direct impact to the Authority or SDIA, it could result in increased transportation funding for the region.

Status: 5/20/13 - SCA 4/8 – Approved by the Senate Committee on Governance and Finance, and referred to the Senate Committee on Transportation and Housing

Position: Watch (2/14/13)

Federal Legislation

Legislation/Topic

FY 2014 Transportation, Housing and Urban Development Appropriations Act

Background/Summary

This bill would provide funding for the Department of Transportation and the Federal Aviation Administration for Fiscal Year 2014. This bill would fund FAA operations at a level of \$9.52 billion, and would fund the Airport Improvement Program (AIP) at a level of \$3.35 billion-the full authorized level. This bill does not include an increase in the Passenger Facility Charge limit.

Anticipated Impact/Discussion

Passage of this bill would benefit San Diego International Airport by providing continued funding for the AIP program, which will assist in funding airport projects.

Status: 6/19/13 – Approved by the House Appropriations Subcommittee on Transportation, Housing and Urban Development

Position: Support

Legislation/Topic

(Schumer, NY) – Department of Homeland Security Designation of International Airports

Background/Summary

This proposal would authorize the Department of Homeland Security to designate international airports based on the ability of airports to create and finance adequate space for the collection of biometric data.

Anticipated Impact/Discussion

Approval of this proposal could require significant and costly infrastructure modifications to the Authority as a condition to maintain international flights. A coalition of aviation and travel industry partners are actively opposing this proposal.

Status: 6/18/13 – Considered by the Senate

Position: Oppose

Legislation/Topic

**H.R. 2217 (Carter) FY 2014 Department of Homeland Security
Appropriations Act**

Background/Summary

This bill would provide annual funding for the Department of Homeland Security and Transportation Security Administration for Fiscal Year 2014. It would provide \$39 billion in overall funding. The TSA would be funded at a level of \$7.2 billion, \$388 million below the FY 2013 level. The bill calls for continuing a cap on full-time TSA screening personnel at 46,000, and supports TSA's request to shift to a more risk-based screening process.

This bill would fund CBP at \$10.6 billion, an increase of \$255 million above FY 2013 funding levels.

Anticipated Impact/Discussion

The DHS Appropriations Act would ensure a stable funding level for TSA and CBP activities, including those at SDIA. However, Authority staff is concerned about a proposal by TSA to shift the responsibility for TSA exit lane staffing by the end of the calendar year. This could cost the Authority a minimum of \$500,000 annually. Authority staff is working with airport advocacy associations and our federal legislative consultants to prevent this shift from occurring.

Status: 6/12/13 – Referred to the Senate Committee on Appropriations
6/6/13 – Approved by the House by a vote of 245 to 182

Position: Support- FY 2014 DHS Appropriations Act
Oppose- Proposals requiring airport operators to staff security exit lanes at airports

Legislation/Topic

**S. 208/H.R. 456 (Feinstein/Schiff) – The Los Angeles Residential
Helicopter Noise Relief Act of 2013**

Background/Summary

This bill directs the Administrator of the FAA to create regulations for helicopter operations in Los Angeles County that include requirements for helicopter flight paths and altitudes to reduce helicopter noise pollution in residential areas, increase safety, and minimize scheduled commercial aircraft delays.

Helicopter operations related to emergency, law enforcement, or military activities would be exempt. This bill also directs the Administrator to make reasonable efforts to consult with local communities and local helicopter operators to develop regulations that meet the needs of local communities, helicopter operators, and the FAA.

000024.9

Anticipated Impact/Discussion

This legislation only applies to Los Angeles County but will be monitored by Authority staff for any future impact to SDIA.

Status: 2/4/13 – S. 208 – Introduced and referred to the Senate Committee on Commerce, Science, and Transportation
2/4/2013 - H.R. 456 – Introduced and referred to the House Committee on Transportation and Infrastructure

Position: Watch (3/7/13)



SAN DIEGO COUNTY
REGIONAL AIRPORT AUTHORITY
STAFF REPORT

Item No.
5

Meeting Date: **JULY 11, 2013**

Subject:

Grant a Gas Line Easement to San Diego Gas & Electric

Recommendation:

Adopt Resolution No. 2013-0059, authorizing the President/CEO to negotiate and execute a gas line easement with San Diego Gas & Electric in support of the "Green Build" Terminal 2 West Expansion.

Background/Justification:

As the largest improvement project in the history of the San Diego International Airport ("SDIA"), the Green Build will help meet SDIA's current and future demand for air travel, while improving customer service and serving as an economic stimulus for the San Diego region. The Green Build includes ten new gates, a dual-level roadway, enhanced curbside check-in, additional security lanes and an expanded concessions program.

San Diego Gas & Electric ("SDG&E") has determined that a two-inch gas line serving SDIA must be upgraded to a four-inch gas line due to the increased load from the Green Build and a new gas meter that has been installed at SDIA's Central Utility Plant. The upgrade to the gas line will ensure sufficient supply to SDIA and prevent damage to the gas line from velocity and scouring issues.

Presently, there is not an easement between the San Diego County Regional Airport Authority ("Authority") and SDG&E for the two-inch gas line and the new meter set for the Central Utility Plant. The proposed easement is necessary to allow SDG&E the right to construct, reconstruct, maintain, operate and repair the gas line at its cost, including any and all appurtenances thereto, together with the right of ingress and egress along the easement area.

The property covered by the subject easement is leased by the Authority from the San Diego Unified Port District ("Port") under the December 17, 2002, Master Lease (Authority Document No. LE0008). The duration of the term for the proposed easement is coterminous with the term of the Authority's Lease from the Port which includes the Easement area and expires on December 31, 2068; and any extensions thereof.

000025

Fiscal Impact:

The proposed easement does not provide for monetary consideration to be paid to or by the Authority. Therefore, there is no direct fiscal impact.

Authority Strategies:

This item supports one or more of the Authority Strategies, as follows:

- Community Strategy Customer Strategy Employee Strategy Financial Strategy Operations Strategy

Environmental Review:

- A. California Environmental Quality Act: This Board action is not a project that would have a significant effect on the environment as defined by the California Environmental Quality Act ("CEQA"), as amended. 14 Cal. Code Regs. §15378. This Board action is not a "project" subject to CEQA. Pub. Res. Code §21065.
- B. California Coastal Act Review: This Board action is not a "development" as defined by the California Coastal Act Pub. Res. Code §30106.

Equal Opportunity Program:

Not Applicable

Prepared by:

VERNON D. EVANS
VICE PRESIDENT, FINANCE/TREASURER

RESOLUTION NO. 2013-0059

A RESOLUTION OF THE BOARD OF THE
SAN DIEGO COUNTY REGIONAL AIRPORT
AUTHORITY AUTHORIZING THE PRESIDENT/CEO
TO NEGOTIATE AND EXECUTE A GAS LINE
EASEMENT WITH SAN DIEGO GAS & ELECTRIC
IN SUPPORT OF THE "GREEN BUILD" TERMINAL 2
WEST EXPANSION

WHEREAS, the San Diego County Regional Airport Authority ("Authority") currently leases Airport property from the San Diego Unified Port District ("Port") pursuant to that certain Lease dated December 17, 2002 and bearing Authority Document No. LE-0008; and

WHEREAS, Paragraph 4 in said Lease specifies that the Authority may, at its own expense, make alterations or changes, or cause to be made, built, installed, or remove any structures, machines, appliances, utilities, signs, or other improvements necessary or desirable for the authorized use of the Leased Airport without the approval of the Port; and

WHEREAS, the "Green Build" Terminal 2 West Expansion will help meet San Diego International Airport's ("SDIA") current and future demand for air travel, while improving customer service and serving as an economic stimulus for the San Diego region; and

WHEREAS, San Diego Gas & Electric ("SDG&E") has determined that a two-inch gas line serving SDIA must be upgraded to a four-inch gas line due to the increased load from the Green Build and the new meter set at SDIA's Central Utility Plant; and

WHEREAS the upgrade to the gas line will ensure sufficient supply to SDIA and prevent damage to the gas line; and

WHEREAS, the proposed easement is necessary to allow SDG&E the right to construct, reconstruct, maintain, operate and repair the gas line at its cost and the right to ingress and egress along the easement; and

NOW, THEREFORE, BE IT RESOLVED that the Board hereby authorizes the President/CEO to negotiate and execute a gas line easement with San Diego Gas & Electric in support of the "Green Build" Terminal 2 West Expansion; and

BE IT FURTHER RESOLVED that the Board finds that this Board action is not a "project" that would have a significant effect on the environment as defined by the California Environmental Quality Act ("CEQA"), as amended 14 Cal. Code Regs. §15378; this Board action is not a "project" subject to CEQA Pub. Res. Code §21065; and under the California Coastal Act Review, this Board action is not a "development" as defined by the California Coastal Act Pub. Res. Code Section §30106.

PASSED, ADOPTED, AND APPROVED by the Board of the San Diego County Regional Airport Authority at a special meeting this 11TH day of July, 2013, by the following vote:

AYES: Board Members:

NOES: Board Members:

ABSENT: Board Members:

ATTEST:

TONY R. RUSSELL
DIRECTOR, CORPORATE SERVICES/
AUTHORITY CLERK

APPROVED AS TO FORM:

BRETON K. LOBNER
GENERAL COUNSEL

000028



SAN DIEGO COUNTY
REGIONAL AIRPORT AUTHORITY
STAFF REPORT

Item No.
6

Meeting Date: **JULY 11, 2013**

Subject:

Authorize the Rejection of the Claim of Lucita Garcia

Recommendation:

Adopt Resolution No. 2013-0060, authorizing the Rejection of the Claim of Lucita Garcia.

Background/Justification:

On May 23, 2013, Lucita Garcia ("Garcia") filed a claim (Attachment A) with the Authority alleging that on March 5, 2013, she fell as she descended the escalator in the baggage claim area of Terminal Two at San Diego International Airport. Garcia claims unspecified damages in an unknown amount to cover medical expenses.

Garcia alleges in her claim that her flight was cancelled so she left the airport. On her way out she used an escalator to exit the sterile area and was halfway down when she suddenly fell. She claims injuries to her lower back, her buttocks and her right knee.

Garcia's claim should be denied. An investigation into the incident revealed that at the time of the incident she was able to stand up and continue riding the escalator to the bottom. The claimant did not report the incident until two days later. A security guard in the area who witnessed the incident and inquired about her welfare received assurances from the claimant that she was fine. There was no dangerous condition and the Authority had no notice of a dangerous condition, nor was there an allegation of an unsafe or dangerous condition in the claim.

Fiscal Impact:

Not applicable.

Authority Strategies:

This item supports one or more of the Authority Strategies, as follows:

- Community Strategy Customer Strategy Employee Strategy Financial Strategy Operations Strategy

000029

Environmental Review:

- A. CEQA: This Board action, as an administrative action, is not a project that would have a significant effect on the environment as defined by the California Environmental Quality Act ("CEQA"), as amended. 14 Cal. Code Regs. §15378. This Board action is not a "project" subject to CEQA. Cal. Pub. Res. Code §21065.
- B. California Coastal Act Review: This Board action is not a "development" as defined by the California Coastal Act. Cal. Pub. Res. Code §30106.

Equal Opportunity Program:

Not Applicable.

Prepared by:

SUZIE JOHNSON
PARALEGAL, OFFICE OF GENERAL COUNSEL



**SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
ACCIDENT OR DAMAGE CLAIM FORM**

Please complete all sections.
Incomplete submittals will be returned, unprocessed.
Use typewriter or print in ink.

FOR AUTHORITY CLERK USE ONLY
Document No.: <u>CL-199</u>
Filed: <u>5-23-13</u>
SDCRAA MAY 23 2013 Corporate Services

1) Claimant Name: <u>Lucita Garcia</u>	
2) Address to which correspondence regarding this claim should be sent: <u>107 Ann Street Cary IL 60013</u>	
Telephone No.: <u>(708) 359-3116</u>	Date: <u>5/19/13</u>
3) Date and time of incident: <u>3/5/13 Between 5:30PM-7PM</u>	
4) Location of incident: <u>Escalator of airport</u>	
5) Description of incident resulting in claim: <u>my flight was cancelled so I was on my way back outside and as I was getting on the escalator, I was halfway down and fell off of a sudden.</u>	
6) Name(s) of the Authority employee(s) causing the injury, damage or loss, if known:	
7) Persons having firsthand knowledge of incident:	
Witness (es) <u>San Diego Harbor Police</u>	Physician(s): <u>McHenry Community Health</u>
Name: <u>Michelle Rodriguez</u>	Name: <u>Jamie Price</u>
Address: <u>380 North Harbor Drive, San Diego Ca 92101</u>	Address: <u>3901 Mercy Drive McHenry IL 60050</u>
Phone: <u>(619) 686-1272</u>	Phone: <u>(815) 363-9900</u>

RESOLUTION NO. 2013-0060

A RESOLUTION OF THE BOARD OF THE
SAN DIEGO COUNTY REGIONAL AIRPORT
AUTHORITY, AUTHORIZING THE REJECTION OF
THE CLAIM OF LUCITA GARCIA.

WHEREAS, on May 23, 2013, Lucita Garcia filed a claim with the San Diego County Regional Airport Authority for damages she alleges were the result of falling as she descended the escalator in Terminal Two at San Diego International Airport; and

WHEREAS, at a special meeting on July 11, 2013, the Board considered the claim filed by Lucita Garcia, the report submitted to the Board, and found that the claim should be rejected.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby authorizes the rejection of the claim of Lucita Garcia.

BE IT FURTHER RESOLVED by the Board that it finds that this Board action is not a "project" as defined by the California Environmental Quality Act ("CEQA") (California Public Resources Code §21065); and is not a "development" as defined by the California Coastal Act (California Public Resources Code §30106).

PASSED, ADOPTED, AND APPROVED by the Board of the San Diego County Regional Airport Authority at a special meeting this 11th day of July, 2013, by the following vote:

AYES: Board Members:

NOES: Board Members:

ABSENT: Board Members:

ATTEST:

TONY R. RUSSELL
DIRECTOR, CORPORATE SERVICES/
AUTHORITY CLERK

APPROVED AS TO FORM:

BRETON K. LOBNER
GENERAL COUNSEL

000033



SAN DIEGO COUNTY
REGIONAL AIRPORT AUTHORITY
STAFF REPORT

Item No.
7

Meeting Date: **JULY 11, 2013**

Subject:

Authorize the Rejection of the Claim of Alicia Ester Yepiz

Recommendation:

Adopt Resolution No. 2013-0061, authorizing the Rejection of the Claim of Alicia Ester Yepiz.

Background/Justification:

On May 24, 2013, Alicia Ester Yepiz ("Yepiz") filed a claim (Attachment A) with the Authority alleging that on May 20, 2013, she fell while on the tarmac as she attempted to maneuver two pieces of luggage as she walked from her arriving aircraft to Terminal One at San Diego International Airport. Yepiz claims damages in the amount of \$60 to cover her medical expenses.

Yepiz alleges in her claim that after arriving at Gate 16 she deplaned and retrieved her luggage at the plane before walking to Terminal One. She claims that she was walking with a suitcase and a carry-on when she turned backward. She claims that her suitcase and bag fell on top of her, causing her to fall and hit her head on the concrete tarmac.

Yepiz's claim should be denied. An investigation into the incident revealed that Yepiz was handling two suitcases at the time of the incident. Her statements to Harbor Police officers indicated that she was handling two suitcases when she fell, one in front of her and one behind her. She stated that when the bag in front of her spun out of position, she tried to correct it and leaned forward to do so, causing her to lose her balance. There was no dangerous condition nor was there any notice of a dangerous or unsafe condition and no allegation of a dangerous condition was made.

Fiscal Impact:

Not applicable.

Authority Strategies:

This item supports one or more of the Authority Strategies, as follows:

- Community Strategy Customer Strategy Employee Strategy Financial Strategy Operations Strategy

000034

Environmental Review:

- A. CEQA: This Board action, as an administrative action, is not a project that would have a significant effect on the environment as defined by the California Environmental Quality Act ("CEQA"), as amended. 14 Cal. Code Regs. §15378. This Board action is not a "project" subject to CEQA. Cal. Pub. Res. Code §21065.
- B. California Coastal Act Review: This Board action is not a "development" as defined by the California Coastal Act. Cal. Pub. Res. Code §30106.

Equal Opportunity Program:

Not Applicable.

Prepared by:

SUZIE JOHNSON
PARALEGAL, OFFICE OF GENERAL COUNSEL



SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
ACCIDENT OR DAMAGE CLAIM FORM

Please complete all sections.
Incomplete submittals will be returned, unprocessed.
Use typewriter or print in ink.

FOR AUTHORITY CLERK USE
ONLY

Document No.: CL-200

Filed:

SDCRAA

MAY 24 2013

Corporate Services

1) Claimant Name: <u>ALICIA ESTER YEPICZ</u>	
2) Address to which correspondence regarding this claim should be sent: <u>1215 CREELMAN LN</u> <u>RAMONA, CA</u>	
Telephone No.: <u>760-789-0581</u>	Date: <u>5-23-2013</u>
3) Date and time of incident: <u>5-20-13 6:30 PM</u>	
4) Location of incident: <u>SAN DIEGO AIRPORT TERMINAL I UNLOADING</u>	
5) Description of incident resulting in claim: <u>UNLOADING IN TERMINAL I</u> <u>WALKING WITH SUITCASE & CARRY ON BAG</u> <u>TOWARD AIRPORT AND TURNED BACKWARD</u> <u>BECAUSE PERSON JARED ME THEN SUITCASE</u> <u>& BAG FELL ON TOP OF PUSHING ME BACKWARD</u> <u>MY FOOT HAD HIT (OFF-RAMP) OF</u> <u>BACK UNLOADING RAMP.</u> <u>FELL BACKWARD AND LANDED BACK OF HEAD FIRST</u> <u>AND MY BODY FOLLOWED. MY HUSBAND SAL</u> <u>ME UP AFTER REMOVING BAGS OFF ME.</u>	
6) Name(s) of the Authority employee(s) causing the injury, damage or loss, if known: <u>Alicia & Yepic</u>	
7) Persons having firsthand knowledge of incident:	
Witness (es) <u>HUSBAND</u>	Physician(s): <u>AIRPORT MEDICALS:</u>
Name: <u>SALVADOR YEPICZ</u>	Name: <u>DER MEDICAS ARRIVAL</u>
Address: <u>1215 CREELMAN LN</u>	Address: <u>VERY HELPFUL</u>
<u>RAMONA, CA 92065</u>	<u>TOOK FULL REPORT</u>
Phone: <u>760-789-0581</u>	Phone: <u>ON ACCIDENT</u>

Attachment A

8) Describe property damage or personal injury claimed:
SKULL HIT CONCRETE - LARGE BUMP
9) Owner and location of damaged property or name/address of person injured:
10) Detailed list and amount of damages claimed as of date of presentation of claim, including prospective damages. If amount exceeds \$10,000.00, a specific amount need not be included.
WENT TO ER - KAISER \$50.00
DR EXAMINED ME 5-22-13 KAISER \$10.00

Dated: 5-23-13 Claimant: Alicia E. Yepa
(Signature)

Notice to Claimant:
Where space is insufficient, please use additional paper and identify information by proper section number.

Return completed form to:

Tony Russell, Director, Corporate Services/Authority Clerk
Corporate Services Department
P.O. Box 82776
San Diego, CA 92138-2776

RESOLUTION NO. 2013-0061

A RESOLUTION OF THE BOARD OF THE
SAN DIEGO COUNTY REGIONAL AIRPORT
AUTHORITY, AUTHORIZING THE REJECTION OF
THE CLAIM OF ALICIA ESTER YEPIZ.

WHEREAS, on May 24, 2013, Alicia Ester Yepiz filed a claim with the San Diego County Regional Airport Authority for damages she alleges were the result of falling on the tarmac after deplaning at Gate 16 in Terminal One at San Diego International Airport; and

WHEREAS, at a special meeting on July 11, 2013, the Board considered the claim filed by Alicia Ester Yepiz, the report submitted to the Board, and found that the claim should be rejected.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby authorizes the rejection of the claim of Alicia Ester Yepiz.

BE IT FURTHER RESOLVED by the Board that it finds that this Board action is not a "project" as defined by the California Environmental Quality Act ("CEQA") (California Public Resources Code §21065); and is not a "development" as defined by the California Coastal Act (California Public Resources Code §30106).

PASSED, ADOPTED, AND APPROVED by the Board of the San Diego County Regional Airport Authority at a special meeting this 11th day of July, 2013, by the following vote:

AYES: Board Members:

NOES: Board Members:

ABSENT: Board Members:

ATTEST:

TONY R. RUSSELL
DIRECTOR, CORPORATE SERVICES/
AUTHORITY CLERK

APPROVED AS TO FORM:

BRETON K. LOBNER
GENERAL COUNSEL

000038



SAN DIEGO COUNTY
REGIONAL AIRPORT AUTHORITY
STAFF REPORT

Item No.
8

Meeting Date: **JULY 11, 2013**

Subject:

Authorize the Rejection of the Claim of Wayne Beck

Recommendation:

Adopt Resolution No. 2013-0062, authorizing the Rejection of the Claim of Wayne Beck.

Background/Justification:

On June 7, 2013, Wayne Beck ("Beck") filed a claim (Attachment A) with the Authority alleging that on April 18, 2013, he fell while riding the escalator with his luggage in Terminal Two at San Diego International Airport. Beck claims unspecified medical and transportation damages of an unknown amount.

Beck alleges in his claim that after arriving at the airport by taxi, he walked into a small room with only an escalator and a wheeled cart. He claims someone told him to use the cart, so he placed his suitcase onto the cart and attempted to ascend the escalator to the airline ticket counter. He claims he was about 4 steps up when he fell backward and the cart landed on top of him. He further claims he lost consciousness and was sent to the hospital with injuries to his arms, legs and head, including broken ribs.

Beck's claim should be denied. An investigation into the incident revealed no unsafe condition nor any notice of a dangerous or unsafe condition. Further, there are large, graphic warning signs on the escalators to alert riders of the dangers of luggage carts on escalators and prohibiting use of the carts while riding escalators.

Fiscal Impact:

Not applicable.

Authority Strategies:

This item supports one or more of the Authority Strategies, as follows:

- Community Strategy Customer Strategy Employee Strategy Financial Strategy Operations Strategy

000039

Environmental Review:

- A. CEQA: This Board action, as an administrative action, is not a project that would have a significant effect on the environment as defined by the California Environmental Quality Act ("CEQA"), as amended. 14 Cal. Code Regs. §15378. This Board action is not a "project" subject to CEQA. Cal. Pub. Res. Code §21065.
- B. California Coastal Act Review: This Board action is not a "development" as defined by the California Coastal Act. Cal. Pub. Res. Code §30106.

Equal Opportunity Program:

Not Applicable.

Prepared by:

SUZIE JOHNSON
PARALEGAL, OFFICE OF GENERAL COUNSEL

Attachment A



SDCRAA
 JUN 07 2013
 Corporate Services

FOR AUTHORITY CLERK USE ONLY
Document No.: <u>CL-202</u>
Filed: <u>6-7-13</u>

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
 ACCIDENT OR DAMAGE CLAIM FORM

Please complete all sections.
 Incomplete submittals will be returned, unprocessed.
 Use typewriter or print in ink.

1) Claimant Name: <u>Wayne Beck</u>	
2) Address to which correspondence regarding this claim should be sent: <u>71 Rock Run St.</u> <u>Las Vegas, NV. 89148</u>	
Telephone No.: <u>(702)-233-2746</u>	Date:
3) Date and time of incident: <u>4/18/2013</u>	
4) Location of incident: <u>San Diego airport</u>	
5) Description of incident resulting in claim: <u>I took the taxi cab to San Diego Airport, the cabbie open the cab door for me, I out of the cab, walk in a door to small room at airport, in the room was nothing other than scallator and a four wheels cart, they said use the cart, I put my bag on the four-wheels cart and put on the scallators, then cart and I went approx. 4 steps more or less at that time I felt backward on the scallator with the cart on top of me, my head and body injured by been knocked out from accident; the fire department people pick me up and sent me to the hospital because I was unconscious. The last thing I remember I was in the room at the hospital under control of the hospital. This is my simple explanation about this accident, I could do nothing to help, I am still on bed with</u>	
6) Name(s) of the Authority employee(s) causing the injury, damage or loss, if known: <u>Pains on my ribs.</u>	
7) Persons having firsthand knowledge of incident:	
Witness (es)	Physician(s):
Name:	Name:
Address:	Address:
Phone:	Phone:

Attachment A

8) Describe property damage or personal injury claimed:
* broken ribs
* body injury, arms, legs, head
9) Owner and location of damaged property or name/address of person injured:
Wayne Beck
71 Rock Run St.
Las Vegas, NV. 89148
Phone: (702)-233-2746
10) Detailed list and amount of damages claimed as of date of presentation of claim, including prospective damages. If amount exceeds \$10,000.00, a specific amount need not be included.
On my part no set value claim, I want only my hospital and if any doctor bills or transportation charge for coming.

Dated: 6/04/13

Claimant: Wayne Beck
(Signature)

Notice to Claimant:

Where space is insufficient, please use additional paper and identify information by proper section number.

Return completed form to:

Tony Russell, Director, Corporate Services/Authority Clerk
Corporate Services Department
P.O. Box 82776
San Diego, CA 92138-2776

RESOLUTION NO. 2013-0062

A RESOLUTION OF THE BOARD OF THE
SAN DIEGO COUNTY REGIONAL AIRPORT
AUTHORITY, AUTHORIZING THE REJECTION OF
THE CLAIM OF WAYNE BECK.

WHEREAS, on June 7, 2013, Wayne Beck filed a claim with the San Diego County Regional Airport Authority for damages he alleges were the result of falling on the escalator in Terminal Two at San Diego International Airport; and

WHEREAS, at a special meeting on July 11, 2013, the Board considered the claim filed by Wayne Beck, the report submitted to the Board, and found that the claim should be rejected.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby authorizes the rejection of the claim of Wayne Beck.

BE IT FURTHER RESOLVED by the Board that it finds that this board action is not a "project" as defined by the California Environmental Quality Act ("CEQA") (California Public Resources Code §21065); and is not a "development" as defined by the California Coastal Act (California Public Resources Code §30106).

PASSED, ADOPTED, AND APPROVED by the Board of the San Diego County Regional Airport Authority at a special meeting this 11th day of July, 2013, by the following vote:

AYES: Board Members:

NOES: Board Members:

ABSENT: Board Members:

ATTEST:

TONY R. RUSSELL
DIRECTOR, CORPORATE SERVICES/
AUTHORITY CLERK

APPROVED AS TO FORM:

BRETON K. LOBNER
GENERAL COUNSEL

000043



SAN DIEGO COUNTY
REGIONAL AIRPORT AUTHORITY
STAFF REPORT

Item No.
9

Meeting Date: **JULY 11, 2013**

Subject:

Authorize the Rejection of the Claim of Kathryn Burke

Recommendation:

Adopt Resolution No. 2013-0063, authorizing the Rejection of the Claim of Kathryn Burke

Background/Justification:

On June 10, 2013, Kathryn Burke ("Burke") filed a claim (Attachment A) with the Authority alleging that on February 25, 2013, she stepped on a wet plastic bag and slipped, falling on her left side, while walking through Terminal One at San Diego International Airport. Burke claims damages in the amount \$9,800, of which \$1,250 are medical expenses related to her visits to a chiropractor.

Burke alleges in her claim that she was walking through Terminal One on her way to baggage claim when she stepped on a wet, clear plastic bag. She claims that the wet plastic bag caused her to go flying down the marble floor on her left side. She claims she suffered a separated shoulder, cranial trauma and cervical problems as a result of the fall.

Burke's claim should be denied. An investigation into the incident revealed a Harbor Police report taken at the time of the incident. Burke's own statements in that report at the time of the incident contradict her current claims. In the report, Burke claims that she stepped on a bag with her right foot and fell only on her right thigh. She denied any pain and refused evaluation by medics. She denied using her arms to brace her fall or striking her head. The report goes on to state the plastic bag was dry with only a few drops of water inside. The airport had no notice of an unsafe or dangerous condition at the time of the incident and the Harbor Police officer on scene noted the dry floor conditions and lack of obstructions.

Fiscal Impact:

Not applicable.

000044

Authority Strategies:

This item supports one or more of the Authority Strategies, as follows:

- Community Strategy Customer Strategy Employee Strategy Financial Strategy Operations Strategy

Environmental Review:

- A. CEQA: This Board action, as an administrative action, is not a project that would have a significant effect on the environment as defined by the California Environmental Quality Act ("CEQA"), as amended. 14 Cal. Code Regs. §15378. This Board action is not a "project" subject to CEQA. Cal. Pub. Res. Code §21065.
- B. California Coastal Act Review: This Board action is not a "development" as defined by the California Coastal Act. Cal. Pub. Res. Code §30106.

Equal Opportunity Program:

Not Applicable.

Prepared by:

SUZIE JOHNSON
PARALEGAL, OFFICE OF GENERAL COUNSEL



Attachment A

SDCRAA

JUN 10 2013

FOR AUTHORITY CLERK USE ONLY

Document No.: CL-203

Filed: 6-10-13

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY ACCIDENT OR DAMAGE CLAIM FORM

Please complete all sections. Incomplete submittals will be returned, unprocessed. Use typewriter or print in ink.

1) Claimant Name: KATHRYN BURKE

2) Address to which correspondence regarding this claim should be sent:

32420 CROWN VALLEY PKWY #201
DANA POINT, CA 92629

Telephone No.: 949-295-8102

Date: 2-25-2013

3) Date and time of incident: FEB 25, 2013

4) Location of incident: BAGGAGE CLAIM - TERMINAL

5) Description of incident resulting in claim:

I WAS WALKING TOWARD THE BAGGAGE ARRIVAL TURNSTILE WHEN MY SHOE STEPPED ON A WET PLASTIC BAG (SUCH AS FLOWERS ARE PUT IN AT THE STORE SO I ASSUME THAT'S WHY IT WAS SO VERY WET) - IT WAS CLEAR SO IT HAD NOT BEEN NOTICED BY MAINTENANCE, I GUESS. AS SOON AS MY SHOE HIT THE BAG I WENT FLYING DOWN THE MARBLE FLOOR ON MY LEFT SIDE FOR ABOUT 9 FEET. I HAVE A SEPARATED SHOULDER & OTHER AILMENTS CONTRIBUTING TO THE MAIN INJURY. I FELT OK AFTER THE INCIDENT & LEFT THE AIRPORT WITH THE PEOPLE I CAME TO PICK UP. I STILL HAVE THE PLASTIC BAG.

6) Name(s) of the Authority employee(s) causing the injury, damage or loss, if known:

MAINTENANCE I'D THINK

7) Persons having firsthand knowledge of incident:

Witness (es) ART PARDO & ALDO GUTIERREZ

Physician(s): (2) DR DELNITZ & DR BINLEY

Name: ALDO GUTIERREZ - (1)

Name: WADE BINLEY (1)

Address: POLICE OFFICER - SD AIRPORT

Address: 28 MONARCH BAY PLZ. STE

PATROL/AIRPORT DIVISION

MONARCH BCH, CA 92629

Phone: 619-686-6501 x 3733

Phone: 949-661-9777

(2) ART PARDO

(2) DANUTA DELNITZ

SPRINT GOVT. ACCTS
2835 CAMINO DEL RIO S. STE. 330
SAN DIEGO, CA, 92108

34052 LA PLAZA #102
DANA PT. 92629
949-240-8555

Attachment A

KATHRYN BURKE CLAIM PAGE 2

949-295-8102

MY PROGNOSIS (ATTACHED) STATES THAT I WILL NEED REGULAR FUTURE TREATMENTS.

I HAVE ATTACHED ALL OF THE BILLS I HAVE PAID FOR WITH CASH & IT'S A GREAT DEAL OF MONEY FOR ME TO COME OUT OF POCKET EACH WEEK. IT HAS BEEN A FINANCIAL HARDSHIP.

I CANNOT LIFT GROCERIES, MY GRANDDAUGHTER & NORMAL ACTIVITIES.

I HAVE CONSTANT ANXIETY & SLEEPLESSNESS

I HAVE LOST WORK BECAUSE OF PAIN & MY IMMOBILITY. I AM ON A FIXED INCOME & WOULD LIKE TO SETTLE THIS CLAIM SO I CAN CONTINUE MY REGULAR THERAPY & TREATMENTS, TO FINALLY COMPLETELY RECOVER AS SOON AS POSSIBLE.

PLEASE TAKE INTO ACCOUNT THAT I HAD THE INCIDENT ON FEB 25, 2013 AND IT IS NOW THE END OF MAY SO I HAVE PAID ALL EXPENSES WITH CASH AND HAVE LOST WORK BECAUSE OF THE INCIDENT & DR.'S VISITS (2-3 TIMES P/WK AT TIMES). THE LACK OF INCOME, CASH EXPENSES, IMMOBILITY & PAIN, ANXIETY & SLEEPLESSNESS & FUTURE TREATMENT, I'D LIKE TO SETTLE THIS CLAIM AS QUICKLY AS POSSIBLE FOR \$9800.

I AM DOING THIS WITHOUT BENEFIT OF ATTORNEY SO I HOPE I HAVE FULFILLED ALL REQUIREMENTS. PLEASE CALL ME AT - 949-295-8102

KATY BURKE - *Katy Burke*

000047

8) Describe property damage and personal injury claimed:
SEPARATED SHOULDER
CRANIAL TRAUMA
CERVICAL PROBLEMS
9) Owner and location of damaged property or name/address of person injured:
KATHRYN BURKE
32420 CROWN VALLEY PKWY # 201
DANA POINT, CA 92629
10) Detailed list and amount of damages claimed as of date of presentation of claim, including prospective damages. If amount exceeds \$10,000.00, a specific amount need not be included.
WILL BE PROVIDED BY HEALTHCARE PROFESSIONALS
PLEASE SEE ATTACHED PROVIDED BY VICTIM AS WELL
FOR ALL DAMAGES & PROSPECTIVE DAMAGES NOT
EXCEEDING \$10,000

SENDING DATE

Dated: 5-31-2013

Claimant:

Kathryn Burke

(Signature)

Notice to Claimant:

Where space is insufficient, please use additional paper and identify information by proper section number.

Return completed form to:

Tony Russell, Director, Corporate Services/Authority Clerk -
 Corporate Services Department
 P.O. Box 82776
 San Diego, CA 92138-2776

RESOLUTION NO. 2013-0063

A RESOLUTION OF THE BOARD OF THE SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY, AUTHORIZING THE REJECTION OF THE CLAIM OF KATHRYN BURKE.

WHEREAS, on June 10, 2013, Kathryn Burke filed a claim with the San Diego County Regional Airport Authority for damages she alleges were the result of falling on a plastic bag near baggage claim in Terminal One at San Diego International Airport; and

WHEREAS, at a special meeting on July 11, 2013, the Board considered the claim filed by Kathryn Burke, the report submitted to the Board, and found that the claim should be rejected.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby authorizes the rejection of the claim of Kathryn Burke.

BE IT FURTHER RESOLVED by the Board that it finds that this Board action is not a "project" as defined by the California Environmental Quality Act ("CEQA") (California Public Resources Code §21065); and is not a "development" as defined by the California Coastal Act (California Public Resources Code §30106).

PASSED, ADOPTED, AND APPROVED by the Board of the San Diego County Regional Airport Authority at a special meeting this 11th day of July, 2013, by the following vote:

AYES: Board Members:

NOES: Board Members:

ABSENT: Board Members:

ATTEST:

TONY R. RUSSELL
DIRECTOR, CORPORATE SERVICES/
AUTHORITY CLERK

APPROVED AS TO FORM:

BRETON K. LOBNER
GENERAL COUNSEL

000049



SAN DIEGO COUNTY
REGIONAL AIRPORT AUTHORITY
STAFF REPORT

Item No.
10

Meeting Date: **JULY 11, 2013**

Subject:

Approve and Authorize an Increase in the President/CEO's Change Order Authority from \$172,426 to \$400,810, and Increase the Contract Duration from 150 to 275 Calendar Days for the Washington Street Access Improvements Project

Recommendation:

Adopt Resolution No. 2013-0064, approving and authorizing an increase in the President/CEO's change order authority from \$172,426 to \$400,810, and increase the contract duration from 150 to 275 calendar days, for Project No. 104124, Washington Street Access Improvements, at San Diego International Airport.

Background/Justification:

On June 7, 2012, the San Diego County Regional Airport Authority Board ("Board") awarded and authorized the President/CEO to execute a contract with Flatiron West, Inc., ("Flatiron") to construct Washington Street Access Improvements in the amount of \$2,873,776 [Resolution No. 2012-0066].

This project was driven by a number of factors with the new Receiving and Distribution Center ("RDC") opening date being the major milestone for project delivery. To meet the RDC deadlines and provide unimpeded access to the new facility, the construction duration of 150 days commenced on August 20, 2012, and was scheduled to be completed by January 17, 2013. This approach allowed the project construction to proceed while permit procedures for offsite improvements within City of San Diego ("City") and railroad Rights-of-Way ("ROW") were finalized. See Attachment "A".

Offsite improvements required extensive coordination and permit approvals from multiple public agencies including: the California Public Utilities Commission ("CPUC"), Marine Corps Recruit Depot ("MCRD"), Metropolitan Transit System ("MTS"), and North County Transit District ("NCTD"), due to the existence of a railroad crossing within project limits.

000050

Coordination efforts with City, railroad agencies, and MCRD concerning the railroad crossing abandonment started years in advance. The lack of coordination and indecisiveness between the regulatory agencies for the railroad resulted in unanticipated project delays which impacted development efforts and delayed the City's issuance of a permit for improvements within the ROW. On January 10, 2013, NCTD fully executed the railroad crossing decommissioning documents. However, the project was further delayed at its final stages due to the absence of an agreement in place between the City and the railroad agencies to install traffic signal conduits and infrastructure within the railroad ROW.

Moreover, delays during construction of offsite improvements were attributed to City inspectors requesting that additional work be performed on City infrastructure, outside the City-approved contract drawings. Furthermore, the City's Maintenance and Water Department delayed installation of the project's water main connection resulting in additional project costs and delays.

In addition to offsite agency coordination, the onsite improvements included known AT&T and SDG&E construction elements. During construction, additional utilities, an SDG&E gas line and AT&T direct buried cables, were discovered having less than one foot of cover. These utilities were found in a poor condition requiring emergency repairs or a need to be protected in place, resulting in project delays and additional costs.

Authority Policy 5.02(4)(b)(ii) requires Board approval for change orders in excess of 6% of the original contract value and for time extensions in excess of 90 days. Therefore, Staff requests that Authority Policy 5.02(4)(b)(ii) be waived for the Flatiron contract and the maximum change order authorization limit for the President/CEO be increased from \$172,426 to \$400,810. In addition, Staff requests that Authority Policy 5.02(4)(b)(ii) be waived to allow an increase of the Flatiron contract duration from 150 to 275 calendar days.

Fiscal Impact:

Airport Revenue Bonds of \$5,576,800 have been allocated for Project No. 104124, Washington Street Access Improvements. Adequate Funds for the contract with Flatiron West, Inc. are included within the FY2014-2018 CIP Program Budget and the addition of \$228,384 to the contract can be accommodated by current project funding.

Authority Strategies:

This item supports one or more of the Authority Strategies, as follows:

- Community Strategy
- Customer Strategy
- Employee Strategy
- Financial Strategy
- Operations Strategy

Environmental Review:

- A. The proposed Washington Street intersection improvements were evaluated subject to the California Environmental Quality Act ("CEQA"), Pub. Res. Code §21065. The future Central Receiving and Distribution Center was evaluated in a Negative Declaration adopted by the San Diego County Regional Airport Authority on March 3, 2011. This Board action is not a "project" that would have a significant effect on the environment as defined by the California Environmental Quality Act (CEQA), as amended. 14 Cal. Code Regs. §15378. This Board action is not a "project" subject to CEQA, Pub. Res. Code §21065.

- B. This Board action is not a "development" as defined by the California Coastal Act. Cal. Pub. Res. Code §30106.

Equal Opportunity Program:

Not Applicable

Prepared by:

IRAJ GHAEMI
DIRECTOR, FACILITIES DEVELOPMENT

ATTACHMENT A

WASHINGTON ST ACCESS IMPROVEMENTS - OFFSITE

RAILWAY CROSSING

PACIFIC HIGHWAY

WASHINGTON ST ACCESS IMPROVEMENTS - ONSITE

FEDEX

FAA

RDC

104124 WASHINGTON ST ACCESS IMPROVEMENTS

RESOLUTION NO. 2013-0064

A RESOLUTION OF THE BOARD OF THE SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY APPROVING AND AUTHORIZING AN INCREASE IN THE PRESIDENT/CEO'S CHANGE ORDER AUTHORITY FROM \$172,426 TO \$400,810, AND INCREASE THE CONTRACT DURATION FROM 150 TO 275 CALENDAR DAYS, FOR PROJECT NO. 104124, WASHINGTON STREET ACCESS IMPROVEMENTS, AT SAN DIEGO INTERNATIONAL AIRPORT

WHEREAS, on June 7, 2012, the San Diego County Regional Airport Authority Board ("Board") awarded and authorized the President/CEO to execute a contract with Flatiron West, Inc., to construct Washington Street Access Improvements in the amount of \$2,873,776 [Resolution No. 2012-0066]; and

WHEREAS, this project was driven by a number of factors with the new Receiving and Distribution Center ("RDC") opening date being the major milestone for the project delivery; and

WHEREAS, to meet the RDC deadlines and provide unimpeded access to the new facility, the construction duration of 150 days commenced on August 20, 2012 and was scheduled to be completed by January 17, 2013, allowing project construction to proceed while permit procedures for offsite improvements within the City of San Diego ("City") and railroad Rights-of-Way ("ROW") were finalized; and

WHEREAS, offsite improvements required extensive coordination and permit approvals from multiple agencies including; the California Public Utilities Commission("CPUC"), Marine Corps Recruit Depot ("MCRD"), Metropolitan Transit System ("MTS"), and North County Transit District ("NCTD"), due to the existence of a railroad crossing within project limits; and

WHEREAS, coordination efforts with City regulatory, railroad agencies, and MCRD concerning the railroad crossing abandonment started years in advance. The lack of coordination and indecisiveness between the regulatory agencies for the railroad resulted in unanticipated project delays which impacted development efforts and delayed the City's issuance of a permit for improvements within the ROW; and

WHEREAS, on January 10, 2013, NCTD fully executed the railroad crossing decommissioning documents; and

WHEREAS, the project was further delayed at its final stages due to the absence of an agreement in place between the City and the railroad agencies to install traffic signal conduits and infrastructure within the railroad ROW; and

WHEREAS, delays during construction of offsite improvements were attributed to City inspectors requesting that additional work be performed on City infrastructure, outside the City-approved contract drawings; and

WHEREAS, the City's Maintenance and Water Department delayed installation of the project's water main connection resulting in additional project costs and delays; and

WHEREAS, in addition to offsite agency coordination, the onsite improvements included known AT&T and SDG&E construction elements; and

WHEREAS, during construction, additional utilities, an SDG&E gas line and AT&T direct buried cables, were discovered having less than one foot of cover; and

WHEREAS, these utilities were found in a poor condition requiring emergency repairs or a need to be protected in place, resulting in project delays and additional costs; and

WHEREAS, Authority Policy 5.02(4)(b)(ii) requires Board approval for change orders in excess of 6% of the original contract value and for time extensions in excess of 90 days. Therefore, Staff requests that Authority Policy 5.02(4)(b)(ii) be waived and the maximum change order authorization limit for the President/CEO be increased from \$172,426 to \$400,810; and

WHEREAS, Staff requests that Authority Policy 5.02(4)(b)(ii) be waived for an extension of time increasing the contract duration from 150 to 275 calendar days; and

WHEREAS, the Board finds that it is in the Authority's best interest to waive Policy 5.02(4)(b)(ii) in this instance and authorize the President/CEO's to approve change orders in an amount not-to-exceed \$400,810 and increase the contract duration from 150 to 275 calendar days.

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NOW, THEREFORE, BE IT RESOLVED that the board waives Policy 5.02(4)(b)(ii) for this Project; and

BE IT FURTHER RESOLVED that the President/CEO's maximum change order authorization is hereby increased from \$172,426 to \$400,810 for this Project and that the contract duration is increased from 150 calendar days to 275 calendar days; and

BE IT FURTHER RESOLVED that the Authority and its officers, employees, and agents are hereby authorized, empowered, and directed to do and perform all such acts as may be necessary or appropriate in order to effectuate fully the foregoing resolutions; and

BE IT FURTHER RESOLVED that the Board finds that this Board action is not a "project" that would have a significant effect on the environment as defined by the California Environmental Quality Act CEQA ("CEQA"), as amended 14 Cal. Code Regs. §15378. This Board action is not a "project" subject to CEQA, Pub. Res. Code §21065; and is not a "development" as defined by the California Coastal Act Pub. Res. Code §30106.

PASSED, ADOPTED, AND APPROVED by the Board of the San Diego County Regional Airport Authority at a special meeting this 11th day of July, 2013, by the following vote:

AYES: Board Members:

NOES: Board Members:

ABSENT: Board Members:

ATTEST:

TONY R. RUSSELL
DIRECTOR, CORPORATE SERVICES/
AUTHORITY CLERK

APPROVED AS TO FORM:

BRETON K. LOBNER
GENERAL COUNSEL

000056



**SAN DIEGO COUNTY
REGIONAL AIRPORT AUTHORITY
STAFF REPORT**

Item No.

11

Meeting Date: **JULY 11, 2013**

Subject:

Approve and Authorize an Increase in the President/CEO's Change Order Authority from \$150,953 to \$472,724 for the Reconstruction of Lot 8/SAN Park Harbor Drive Project

Recommendation:

Adopt Resolution No. 2013-0065, approving and authorizing an increase in the President/CEO's change order authority from \$150,953 to \$472,724, for Project No. 104127, Reconstruction of Lot 8/San Park Harbor Drive, at San Diego International Airport.

Background/Justification:

On July 12, 2012, the San Diego County Regional Airport Authority Board ("Board") awarded a contract to Hazard Construction Corporation ("Hazard") in the amount of \$2,515,879 for the Reconstruction of Lot 8/SAN Park Harbor Drive [Resolution No. 2012-0079] (Attachment A).

During construction, unforeseen wet and yielding soil conditions were encountered. The poor soil conditions, along with multiple/successive rain events, further degraded the quality of the subgrade. To remedy the soil condition, and to provide a stable and unyielding subgrade, the saturated clay material was removed and stockpiled on an adjacent site for future treatment. The area cleared of the saturated clay material was backfilled with rock to stabilize the subgrade.

Authority Policy 5.02(4)(b)(ii) requires Board approval for change orders in excess of 6% of the original contract amount on contracts awarded for more than \$1 million but less than or equal to \$5 million, which in this case is \$150,953. Therefore, to cover the costs associated with stabilizing the subgrade, staff is requesting that, for the Hazard contract, Authority Policy 5.02(4)(b)(ii) be waived and the maximum change order authorization limit for the President/CEO be increased from \$150,953 to \$472,724.

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Page 2 of 2

The costs associated with stabilizing the subgrade are as follows:

- Total Subgrade Remediation - \$321,771
 - Remove and stockpile of Clay Material - \$146,986
 - Rock stabilization - \$109,008
 - Delay Impacts - \$65,777

Fiscal Impact:

Adequate funds for the contract with Hazard are included within the approved FY2013-2017 Capital Improvement Program Budget for Project No. 104127, Reconstruction of Lot 8/San Park Harbor Drive. Sources of funding for this project include Airport Revenue Bonds.

Authority Strategies:

This item supports one or more of the Authority Strategies, as follows:

- Community Strategy
 Customer Strategy
 Employee Strategy
 Financial Strategy
 Operations Strategy

Environmental Review:

- A. This Board action is not a "project" that would have a significant effect on the environment as defined by the California Environmental Quality Act (CEQA), as amended, 14 Cal. Code Regs. Section 15378. An Initial Study was prepared by the Authority and a Notice of Exemption was filed with the County of San Diego Clerk in October 2011. The proposed reconfiguration of the SAN Park Harbor Drive parking facility is a class of project that is a categorical exemption according to Pub. Res. Section 15301 – Existing Facilities and 15302 – Replacement or Reconstruction: Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site and will have substantially the same purpose and capacity as the structure replaced.
- B. A coastal development permit (#6-12-014) was issued by the California Coastal Commission on June 14, 2012.

Equal Opportunity Program:

Not Applicable

Prepared by:

IRAJ GHAEMI
DIRECTOR, FACILITIES DEVELOPMENT

000058

ATTACHMENT A



104127 - RECONSTRUCTION OF LOT 8/SAN PARK HARBOR DR

RESOLUTION NO. 2013-0065

A RESOLUTION OF THE BOARD OF THE SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY APPROVING AND AUTHORIZING AN INCREASE IN THE PRESIDENT/CEO'S CHANGE ORDER AUTHORITY FROM \$150,953 TO \$472,724, FOR PROJECT NO. 104127, RECONSTRUCTION OF LOT 8/SAN PARK HARBOR DRIVE, AT SAN DIEGO INTERNATIONAL AIRPORT

WHEREAS, on July 12, 2012, the San Diego County Regional Airport Authority Board ("Board") awarded a contract to Hazard Construction Corporation for Reconstruction of Lot 8/San Park Harbor Drive, in the amount of \$2,515,879 and authorized the President/CEO to execute the contract [Resolution 2012-0079]; and

WHEREAS, during performance of the construction operation, unforeseen wet and yielding soil conditions were encountered; and

WHEREAS, the poor soil conditions, along with multiple successive rain events, further degraded the quality of the subgrade; and

WHEREAS, to remedy the soil condition and to provide a stable and unyielding subgrade, the saturated clay material was removed and stockpiled on an adjacent site for future treatment; and

WHEREAS, the area cleared of the saturated clay material was backfilled with rock to stabilize the subgrade; and

WHEREAS, to cover the costs associated with stabilizing the subgrade, Authority staff is requesting that the project change order limit be increased from \$150,953 to \$472,724; and

WHEREAS, Authority Policy 5.02(4)(b)(ii) requires Board approval for change orders in excess of 6% of the original contract amount, which in this case is \$150,953. Therefore, Authority staff is requesting that Authority Policy 5.02(4)(b)(ii) be waived and the maximum change order authorization limit for the President/CEO be increased from \$150,953 to \$472,724; and

WHEREAS, the Board finds it is in the Authority's best interest to waive Authority Policy 5.02(4)(b)(ii) in this instance and authorize the President/CEO to approve change orders in an amount not-to-exceed \$472,724.

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NOW, THEREFORE, BE IT RESOLVED that the Board finds that it is in the best interest of the Authority to waive Policy 5.02(4)(b)(ii); and

BE IT FURTHER RESOLVED that the Board waives Authority Policy 5.02(4)(b)(ii) as to the increase in the cost of this Project; and

BE IT FURTHER RESOLVED that the Board authorizes the President/CEO's maximum change order authorization limit be increased from \$150,953 to \$472,724; and

BE IT FURTHER RESOLVED that the San Diego County Regional Airport Authority and its officers, employees, and agents hereby are authorized to do and perform all such acts as may be necessary or appropriate in order to effectuate fully the foregoing resolutions; and

BE IT FURTHER RESOLVED that the Board of San Diego County Regional Airport Authority finds that this Board action is not a "project" that would have a significant effect on the environment as defined by the California Environmental Quality Act (CEQA), as amended, 14 Cal. Code Regs. §15378. An Initial Study was prepared by the Authority and a Notice of Exemption was filed with the County of San Diego Clerk in October 2011. The proposed reconfiguration of the SAN Park Harbor Drive parking facility is a class of project that is a categorical exemption according to Pub. Res. §15301 – Existing Facilities and 15302 – Replacement or Reconstruction: Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site and will have substantially the same purpose and capacity as the structure replaced; and a coastal development permit (#6-12-014) was issued by the California Coastal Commission on June 14, 2012.

PASSED, ADOPTED AND APPROVED by the Board of the San Diego County Regional Airport Authority at a special meeting this 11th day of July, 2013, by the following vote:

AYES: Board Members:

NOES: Board Members:

ABSENT: Board Members:

ATTEST:

TONY R. RUSSELL
**DIRECTOR, CORPORATE SERVICES/
AUTHORITY CLERK**

APPROVED AS TO FORM:

BRETON K. LOBNER
GENERAL COUNSEL

000062



**SAN DIEGO COUNTY
REGIONAL AIRPORT AUTHORITY
STAFF REPORT**

**Item No.
12**

Meeting Date: **JULY 11, 2013**

Subject:

Award a Contract to G&G Specialty Contractors, Inc., for Quieter Home Program Phase 7, Group 2 (33 East Side and 35 West Side, Historic and Non-Historic Units on Four Single and Multi-Family Residential Properties)

Recommendation:

Adopt Resolution No. 2013-0066, awarding a contract to G&G Specialty Contractors, Inc., in the amount of \$1,617,390, for Phase 7, Group 2, Project No. 380702, of the San Diego County Regional Airport Authority's ("Authority's") Quieter Home Program.

Background/Justification:

The Quieter Home Program ("Program") provides sound attenuation treatment to residences within the highest noise-impacted neighborhoods surrounding San Diego International Airport ("SDIA"). The Phase 7, Group 2, project includes installation of new acoustical windows, doors, insulation, and ventilation improvements to reduce aircraft-related noise levels inside the homes. This project will provide sound attenuation to 33 east side and 35 west side, historic and non-historic units on four single and multi-family residential properties (refer to the blue and white boundary areas noted of Attachment A).

To date, the Program has completed 2,624 residences, of which 659 are historic and 1,965 are non-historic; 1,684 residences are located west of SDIA and 940 are located east of SDIA.

Project No. 380702 was advertised on May 14, 2013, and bids were opened on June 13, 2013. The following bids were received (refer to Attachment B):

Company	Total Bid
G&G Specialty Contractors, Inc.	\$1,617,390
S&L Specialty Contracting, Inc.	\$1,737,550
Xing, Inc.	\$1,880,000

The Engineer's estimate is \$2,057,741.

The low bid of \$1,617,390, is considered responsive, and G&G Specialty Contractors, Inc. is considered responsible. Award to G&G Specialty Contractors, Inc. is, therefore, recommended in the amount of \$1,617,390.

Fiscal Impact:

Adequate funds for FY2013 and FY2014 expenditures under the G&G Specialty Contractors, Inc. are included within the operating budget in the Authority's Quieter Home Program. Sources of funding include federal Airport Improvement Program grants and Passenger Facility Charges.

Authority Strategies:

This item supports one or more of the Authority Strategies, as follows:

Community Strategy Customer Strategy Employee Strategy Financial Strategy Operations Strategy

Environmental Review:

- A. This Board action is a "project" subject to the California Environmental Quality Act ("CEQA"), Pub. Res. Code Section 21065. The individual projects under the Quieter Home Program are part of a class of projects that are categorically exempt from CEQA: 14 Cal. Code Regs. Section 15301 – "Existing Facilities: Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination."
- B. This Board action is a "development" as defined by the California Coastal Act, Pub. Res. Code Section 30106. The individual projects under the Quieter Home Program will consist of treatments to single-family and multi-family dwellings. Improvements to single-family homes are exempt from coastal permit requirements under Pub. Res. Code Section 30610(a) and 14 Cal. Code Regs. Section 13250 – "Improvements to Single-Family Residences." The proposed improvements to multi-family residences are exempt from coastal permit requirements under Pub. Res. Code Section 30610(b) and 14 Cal. Code Regs. Section 13253 – "Improvements to Structures Other than Single-Family Residences and Public Works Facilities that Require Permits."

Equal Opportunity Program:

The Authority's small business program promotes the use of small, local, disadvantaged, and other business enterprises, on all contracts, to provide equal opportunity for qualified firms. By providing education programs, making resources available, and communicating through effective outreach, the Authority strives for diversity in all contracting opportunities.

The Authority has a Disadvantaged Business Enterprise ("DBE") Plan as required by the Department of Transportation, 49 CFR Part 26. The DBE Plan calls for the Authority to submit an annual overall goal for DBE participation on all federally funded projects.

This project utilizes federal funds; therefore, it will be applied toward the Authority's overall DBE goal. G&G Specialty Contractors, Inc. is proposing 10% DBE participation on QHP Phase 7, Group 2.

Prepared by:

DAN FRAZEE
DIRECTOR, AIRPORT NOISE MITIGATION

000065

ATTACHMENT A

Homes in this Contract are located both east and west of the Airport in these two areas.



San Diego County Regional Airport Authority
Quieter Home Program
Project 380702

SanGIS 2/07

Land Use - SanGIS 2/07

- Single-Family Residential
- Multi-Family Residential
- Condominiums

QHP Completed

QHP Ineligible

County Parcel

67 dB Boundary

65 dB CNEL Contour

Address Point

1 inch = 3,698 feet

Map Notes:
Staff Report Attachment A

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PCOMAC

SPECIFICATION NO. 380702

TABULATION OF BIDS

ATTACHMENT B

TITLE: QUIETER HOME PROGRAM PROJECT NO. 380702
 BIDS OPENED: June 13, 2013, 2:00 p.m.
 ENGINEER'S ESTIMATE: \$2,057,741.00

CONTRACTOR:

GUARANTEE OF GOOD FAITH:

Res No.	Bid Item Number	Dwelling Units	Unit of Measure	General Construction (in Figures)	HVAC Construction (in Figures)	Electrical Construction (in Figures)	TOTAL (in Figures)	General Construction (in Figures)	HVAC Construction (in Figures)	Electrical Construction (in Figures)	TOTAL (in Figures)	General Construction (in Figures)	HVAC Construction (in Figures)	Electrical Construction (in Figures)	TOTAL (in Figures)	
380702.37	Mouritzen Family Trust	1	Lump Sum	18,215.00	3,805.00	2,310.00	24,330.00	15,000.00	7,000.00	3,000.00	25,000.00	20,882.00	3,500.00	1,100.00	25,482.00	
380702.37	Mouritzen Family Trust	1	Lump Sum	16,590.00	3,805.00	2,310.00	22,705.00	15,000.00	7,000.00	3,000.00	25,000.00	20,882.00	3,500.00	1,100.00	25,482.00	
380702.37	Mouritzen Family Trust	1	Lump Sum	11,814.00	3,805.00	2,310.00	17,929.00	9,000.00	7,000.00	3,000.00	19,000.00	20,882.00	3,500.00	1,100.00	25,482.00	
380702.37	Mouritzen Family Trust	1	Lump Sum	11,950.00	3,805.00	2,310.00	18,065.00	9,000.00	7,000.00	3,000.00	19,000.00	20,882.00	3,500.00	1,100.00	25,482.00	
380702.37	Mouritzen Family Trust	1	Lump Sum	12,510.00	3,805.00	2,310.00	18,625.00	9,000.00	7,000.00	3,000.00	19,000.00	20,882.00	3,500.00	1,100.00	25,482.00	
380702.37	Mouritzen Family Trust	1	Lump Sum	18,821.00	3,805.00	2,310.00	24,936.00	15,000.00	7,000.00	3,000.00	25,000.00	20,882.00	3,500.00	1,100.00	25,482.00	
380702.37	Mouritzen Family Trust	1	Lump Sum	18,951.00	3,805.00	2,310.00	25,066.00	13,000.00	7,000.00	3,000.00	23,000.00	20,882.00	3,500.00	1,100.00	25,482.00	
380702.37	Mouritzen Family Trust	1	Lump Sum	18,951.00	3,805.00	2,310.00	25,066.00	13,000.00	7,000.00	3,000.00	23,000.00	20,882.00	3,500.00	1,100.00	25,482.00	
380702.37	Mouritzen Family Trust	1	Lump Sum	12,510.00	3,805.00	2,310.00	18,625.00	9,000.00	7,000.00	3,000.00	19,000.00	20,882.00	3,500.00	1,100.00	25,482.00	
380702.37	Mouritzen Family Trust	1	Lump Sum	13,972.00	3,805.00	2,310.00	20,087.00	6,000.00	7,000.00	3,000.00	16,000.00	20,882.00	3,500.00	1,100.00	25,482.00	
380702.37	Kernworthy	1	Lump Sum	18,214.00	3,805.00	2,310.00	24,329.00	15,000.00	7,000.00	3,000.00	25,000.00	20,882.00	3,500.00	1,100.00	25,482.00	
380702.37	Madruga	1	Lump Sum	16,979.00	3,805.00	2,240.00	23,024.00	16,000.00	7,000.00	3,000.00	26,000.00	13,556.00	3,500.00	1,100.00	18,156.00	
				Subtotal	\$1,462,840.00		\$1,462,840.00	Subtotal	\$1,583,000.00		\$1,583,000.00	Subtotal	\$1,725,450.00		\$1,725,450.00	
				Allowance for Structural, HVAC, Electrical Repair (Building and Utility Permits and Fees)	120,000.00		120,000.00	Allowance for Structural, HVAC, Electrical Repair (Building and Utility Permits and Fees)	120,000.00		120,000.00	Allowance for Structural, HVAC, Electrical Repair (Building and Utility Permits and Fees)	120,000.00		120,000.00	120,000.00
				Allowance for 150 Required T-Shirts	2,550.00		2,550.00	Allowance for 150 Required T-Shirts	2,550.00		2,550.00	Allowance for 150 Required T-Shirts	2,550.00		2,550.00	
				TOTAL BID	\$1,817,390.00		\$1,817,390.00	TOTAL BID	\$1,737,550.00		\$1,737,550.00	TOTAL BID	\$1,880,000.00		\$1,880,000.00	

RESOLUTION NO. 2013-0066

A RESOLUTION OF THE BOARD OF THE SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY AWARDING A CONTRACT TO G&G SPECIALTY CONTRACTORS, INC., IN THE AMOUNT OF \$1,617,390, FOR PHASE 7, GROUP 2, PROJECT NO. 380702, OF THE SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY'S QUIETER HOME PROGRAM

WHEREAS, the San Diego County Regional Airport Authority ("Authority") has established a residential sound insulation program, known as the Quieter Home Program ("Program") to reduce aircraft noise levels in the homes of residents living within the highest noise-impacted neighborhoods surrounding San Diego International Airport; and

WHEREAS, Phase 7, Group 2, of the Program will include installation of new acoustical windows, doors, insulation, and ventilation improvements to reduce aircraft-related noise levels inside the homes; and

WHEREAS, Phase 7, Group 2, of the Program provides sound attenuation to 33 east side and 35 west side, historic and non-historic units on four single and multi-family residential properties; and

WHEREAS, the Authority issued a Bid Solicitation Package for Phase 7, Group 2, on May 14, 2013; and

WHEREAS, on June 13, 2013, the Authority opened sealed bids received in response to the Bid Solicitation Package; and

WHEREAS, the apparent low bidder, G&G Specialty Contractors, Inc., submitted a bid of \$1,617,390; and the Authority's staff has duly considered the bid and has determined G&G Specialty Contractors, Inc. is responsible and that its bid is responsive in all material respects; and

WHEREAS, the Board believes that it is in the best interest of the Authority and the public that it serves to award G&G Specialty Contractors, Inc., the lowest bidder, the contract for Phase 7, Group 2, upon the terms and conditions set forth in the Bid Solicitation Package.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby awards a contract to G&G Specialty Contractors, Inc., in the amount of \$1,617,390, for Phase 7, Group 2, Project No. 380702, of the San Diego County Regional Airport Authority's Quieter Home Program; and

BE IT FURTHER RESOLVED that the Authority's President/CEO or designee is hereby authorized to execute and deliver such contract to G&G Specialty Contractors, Inc.; and

BE IT FURTHER RESOLVED that the Authority and its officers, employees, and agents are hereby authorized, empowered, and directed to do and perform all such acts as may be necessary or appropriate in order to effectuate fully the foregoing; and

BE IT FURTHER RESOLVED that the Board finds that this is a "project" as defined by the California Environmental Quality Act ("CEQA"), Pub. Res. Code Section 21065; and is a "development," as defined by the California Coastal Act, Pub. Res. Code Section 30106 and that the individual Quieter Home Program projects are categorically exempt from the CEQA under Cal. Code Regs. Section 15301(f), "Existing Facilities," and are exempt from coastal permit requirements under Pub. Res. Code Sections 30610(a) and 30610(b) and 14 Cal. Code Regs. Section 13250 and 13253.

PASSED, ADOPTED, AND APPROVED by the Board of the San Diego County Regional Airport Authority at a special meeting this 11th day of July, 2013, by the following vote:

AYES: Board Members:

NOES: Board Members:

ABSENT: Board Members:

ATTEST:

TONY R. RUSSELL
DIRECTOR, CORPORATE SERVICES/
AUTHORITY CLERK

APPROVED AS TO FORM:

BRETON K. LOBNER
GENERAL COUNSEL

000070



**SAN DIEGO COUNTY
REGIONAL AIRPORT AUTHORITY
STAFF REPORT**

**Item No.
13**

Meeting Date: **JULY 11, 2013**

Subject:

Approve and Authorize the President/CEO to Execute a Landscape Maintenance Agreement to Aztec Landscaping

Recommendation:

Adopt Resolution No. 2013-0067, approving and authorizing the President/CEO to execute a landscape maintenance agreement with Aztec Landscaping, for a term of three years, with the option for two one-year extensions to be exercised at the discretion of the President/CEO, for a total not-to-exceed amount of \$2,175,000, to provide landscape maintenance services at San Diego International Airport ("SDIA").

Background/Justification:

On October 4, 2012, the Board approved a landscape maintenance agreement with TruGreen LandCare ("TruGreen") for a term of three-years with the option for two one-year extensions. An agreement between TruGreen and the San Diego County Regional Airport Authority ("Authority") was subsequently executed and commenced on November 12, 2012 ("Agreement").

Under the Agreement, TruGreen is required to perform the following services: Weed Removal; Litter Removal Services; and, Irrigation System Inspection and Maintenance.

Inspections conducted by the Authority found that TruGreen was deficient in performing services required under the Agreement. Despite the Authority's attempts to consult with TruGreen concerning deficiencies in its performance, TruGreen remained deficient through February 11, 2013. On February 11, 2013, the Authority sent TruGreen a notice of default and requested written confirmation from TruGreen of its intention to remedy its performance deficiencies. On February 13, 2013, TruGreen provided written confirmation of its intent to remedy the deficiencies. Despite TruGreen's assurances that it would comply with the agreement, TruGreen continued to be deficient in the performance of its contractual obligations and on March 13, 2013, the Authority served notice of its intent to terminate the Agreement. The Agreement with TruGreen terminated on April 12, 2013.

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On April 8, 2013, the Authority issued a Request for Proposals ("RFP") for landscape maintenance. On May 7, 2013, the Authority received three responses to the RFP from the following firms: Aztec Landscaping, Green Horizons, and Western Gardens Landscaping. The Authority's Evaluation Panel ("Panel"), which was comprised of two representatives from Facilities Management, two from Landside Operations, and one from Environmental Affairs, conducted a thorough review of the proposals. The scoring criteria used to short-list qualified firms was the firm's organizational experience and skill, primary staff, work plan, proposed fees, sustainability, and small business preference under Authority Policy 5.12.

On May 28, 2013, the Panel interviewed the two firms determined to be the best qualified to perform the landscaping maintenance services. Each Panel member evaluated the firms using the same weighted criteria used to determine the short-list.

The final combined scoring matrix from the Panel is as follows:

Evaluation Criteria	Aztec Landscaping	Green Horizons
Experience & Qualifications	1540	1120
Primary Staff	820	600
Work Plan	390	240
Proposed Fees	1500	1050
Sustainability	190	130
Small Business Preference 5.12	0	0
Total	4440	3140

The final ranking matrix from the Panel is as follows:

	Aztec Landscaping	Green Horizons
Panelist 1	1	2
Panelist 2	1	2
Panelist 3	1	2
Panelist 4	1	2
Panelist 5	1	2
Total	5	10
Final Rank	1	2

The Panel unanimously ranked Aztec Landscaping as the respondent best qualified to provide landscape maintenance services based on the evaluation criteria and interview.

Based on the Panel's evaluation of the two firms and its finding that Aztec Landscaping was the best qualified overall, staff recommends that the Board authorize the President/CEO to execute a landscaping maintenance services agreement with Aztec Landscaping for a term of three years with the option of two one-year extensions to be exercised at the discretion of the President/CEO, in an amount not-to-exceed \$2,175,000.

Fiscal Impact:

Funding for the first two years of this five-year airport landscape maintenance services agreement will be available in the Board approved FY2014 and conceptual FY2015 FMD O&M budget for Annual Service Contracts. Funding for the subsequent years of the agreement will be included in FMD's FY2016 through FY2018 O&M budget.

Authority Strategies:

This item supports one or more of the Authority Strategies, as follows:

Community Strategy Customer Strategy Employee Strategy Financial Strategy Operations Strategy

Environmental Review:

A. California Environmental Quality Act ("CEQA") review: This Board action is not a project that would have a significant effect on the environment as defined by the CEQA, as amended, 14 Cal. Code Regs. §15378. This Board action is not a "project" subject to CEQA Pub. Res. Code §21065;

B. California Coastal Act review: This Board action is not a "development" as defined by the California Coastal Act. Pub. Res. Code §30106.

Equal Opportunity Program:

The Authority's small business program promotes the utilization of small, local, disadvantaged, and other business enterprises, on all contracts, to provide equal opportunity for qualified firms. By providing education programs, making resources available, and communicating through effective outreach, the Authority strives for diversity in all contracting opportunities.

The Authority has a Disadvantaged Business Enterprise ("DBE") Plan as required by the Department of Transportation, 49 CFR Part 26. The DBE Plan calls for the Authority to submit an annual overall goal for DBE participation on all federally funded projects.

This project does not utilize federal funds; therefore, it will not be applied toward the Authority's over-all DBE goal.

Prepared by:

BRYAN ENARSON
VICE PRESIDENT, DEVELOPMENT

RESOLUTION NO. 2013-0067

A RESOLUTION OF THE BOARD OF THE SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY, APPROVING AND AUTHORIZING THE PRESIDENT/CEO TO EXECUTE A LANDSCAPE MAINTENANCE AGREEMENT WITH AZTEC LANDSCAPING, FOR A TERM OF THREE YEARS, WITH THE OPTION FOR TWO ONE-YEAR EXTENSIONS TO BE EXERCISED AT THE DISCRETION OF THE PRESIDENT/CEO, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$2,175,000.00, TO PROVIDE LANDSCAPE MAINTENANCE SERVICES AT SAN DIEGO INTERNATIONAL AIRPORT

WHEREAS, the Authority issued a Request for Proposals ("RFP") on April 8, 2013, to provide landscaping maintenance services; and

WHEREAS, the Authority received Proposals from Aztec Landscaping, Green Horizons, and Western Gardens Landscaping on May 7, 2013, in response to the RFP; and

WHEREAS, the Evaluation Panel ("Panel") evaluated the respondents on experience and skill, primary staff, work plan, proposed fees, sustainability and small business preference; and

WHEREAS, the Panel's evaluation process determined Aztec Landscaping to be the best qualified overall to perform landscaping maintenance services.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves and authorizes the President/CEO to execute a Landscaping Maintenance Agreement with Aztec Landscaping, for a term of three years, with the option for two one-year extensions to be exercised at the discretion of the President/CEO, for a total not-to-exceed amount of \$2,175,000, to provide landscape maintenance services at San Diego International Airport, and

BE IT FURTHER RESOLVED that the Authority and its officers, employees, and agents hereby are authorized to do and perform all such acts as may be necessary or appropriate in order to effectuate fully the foregoing resolution; and

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BE IT FURTHER RESOLVED that the Board finds that this Board action is not a "project" that would have a significant effect on the environment as defined by the California Environmental Quality Act (CEQA), as amended, 14 Cal. Code Regs. §15378; and is not a "development" as defined by the California Coastal Act. Pub. Res. Code §30106.

PASSED, ADOPTED, AND APPROVED by the Board of the San Diego County Regional Airport Authority at a special meeting this 11th day of July, 2013, by the following vote:

AYES: Board Members:

NOES: Board Members:

ABSENT: Board Members:

ATTEST:

TONY R. RUSSELL
DIRECTOR, CORPORATE SERVICES/
AUTHORITY CLERK

APPROVED AS TO FORM:

BRETON K. LOBNER
GENERAL COUNSEL

000076

Revised 7/8/13



**SAN DIEGO COUNTY
REGIONAL AIRPORT AUTHORITY
STAFF REPORT**

**Item No.
14**

Meeting Date: **JULY 11, 2013**

Subject:

Approve and Authorize the President/CEO to Execute a Second Amendment to the Austin-Sundt Joint Venture Agreement, for Revisions to the Project Description (Scope of Work), Construction Budget, and Completion Date for the Design and Construction of the Proposed Rental Car Center

Recommendation:

The Capital Improvement Program Oversight Committee recommends that the Board Adopt Resolution No. 2013-0068, approving and authorizing the President/CEO to execute a second amendment to the Austin-Sundt Joint Venture Agreement, Construction Manager-At-Risk, for revisions to the project description, construction budget, and completion date for the design and construction of the proposed Rental Car Center.

Background/Justification:

The rental car industry plays an important role in the success of the San Diego International Airport ("SDIA") by providing customer service and non-airline revenue to the San Diego County Regional Airport Authority ("Authority"). The Authority's proposed Rental Car Center ("RCC") program will provide a long-term facility for the rental car operation at SDIA. The proposed RCC supports the Authority's goals for operational efficiency, commitment to environmental stewardship, regulatory compliance, and financial performance, by providing a single consolidated facility, located on the northerly portion of SDIA, from which all rental car companies serving SDIA will operate.

Previous Authority Board ("Board") Actions Relating to the RCC Construction Manager-At-Risk Contract:

- October 6, 2011 – Authorized the use of \$60 million in CFC funds for design of RCC facility (\$30 million) and enabling projects (\$30 million); and the increase of the FY 2012 - FY2016 Capital Improvement Program ("CIP") by \$264 million to establish the initial RCC design and construction budget
- September 6, 2012 – Approved a Construction Manager at Risk (CMAR) contract with Austin-Sundt Joint Venture for an amount not-to-exceed \$14 million for design coordination and enabling project work to prepare for the construction of the RCC
- November 1, 2012 – Approved the award of future public art contracts for the RCC for an amount not-to-exceed \$1.3 million

- March 21, 2013 – Authorized President/CEO to negotiate and execute Task/Work Authorizations for an additional \$10,000,000 (for a total not-to-exceed amount of \$24 million) with the CMAR, Austin-Sundt Joint Venture, to allow certain time-sensitive work elements to proceed
- June 6, 2013 – Approved adoption of CIP for Fiscal Years 2014-2018, which included the revised budget for the RCC of \$316.1 million, reflecting the projects increased scope, design and engineering costs
- June 20, 2013 – The Capital Improvement Program Oversight Committee forwarded this item to the Board with a recommendation for approval

The CMAR is currently under contract to provide pre-construction services. Currently, the CMAR's contract is funded to cover fees, general conditions, and RCC-related preliminary activities/work elements. Funding in this contract to permit the procurement of construction activities associated with building the RCC has yet to be authorized.

The original project description (scope of work), budget, and schedule contained in the CMAR agreement were based on preliminary concepts established in 2010. Since 2010, the project design has progressed and specific rental car agency technical input has now been included, resulting in modifications to the scope of the project. The major changes include: (1) adjustments to building location to avoid active earthquake faults and underground utilities; (2) increased size of the project site (eight additional acres) to accommodate the increased size of the facility and provide RCC employee parking; (3) increase the square footage of the reconfigured RCC to reflect the operational needs of the rental car agencies; (4) upgrade structural elements and underground foundation systems to accommodate poor soil conditions and seismic activity; and, (5) increase size of fire protection system as required by the City Fire Marshal. Staff recommends that the CMAR contract project description be amended to reflect these changes.

As a result of these changes in the project scope, an increase in the RCC facility budget was included in the Fiscal Years 2014-2018 CIP, and approved by the Board on June 6, 2013. Therefore, staff recommends that the existing Austin-Sundt Joint Venture contract be amended to reflect the current CIP budget for the RCC .

Staff further recommends that the Austin-Sundt Joint Venture contract be updated with a revised program schedule based on the following significant required approvals:

- Completion of an Environmental Assessment for Northside Improvement, which is a condition precedent to the start of construction activities for the RCC facility. The finalization of this critical document is dependent on the Federal Aviation Administration's ("FAA's") review and approval of the Authority's application submitted pursuant to the requirement of the National Environmental Policy Act ("NEPA"). It is anticipated that the FAA will complete the NEPA review process by September 2013.
- Completion of the California Coastal Commission's review of the Authority's application to construct a Rental Car Center ("RCC") facility on the Northside site. The necessary application was submitted in March 2013 and it is anticipated that approval will be received in August 2013.

- Due to the delay in the approval of the NEPA by the FAA, the project completion dates are delayed by three months, requiring project completion dates to be revised. Staff recommends that the board authorize a second amendment to the CMAR agreement reflecting these changes.

Based on these two approvals, staff, in conjunction with Austin-Sundt Joint Venture, has prepared a revised project schedule for the completion of the RCC facility. A summary of the Key Project Milestones is presented in the table below, reflecting the completion date included in the proposed contract second amendment.

Milestone Event (Dependent on NEPA Process)	Planned Date
Coastal Commission Approval	August 2013
Completion of NEPA Process	September 2013
Start Procurement of Construction Work Packages	September 2013
Start Construction	November 2013
Substantial Completion	October 2015
RCC Facility Operational	January 2016

Finally, the re-forecasted RCC budget and Authority Policy 8.50, provide for two percent of construction costs of eligible projects allocated to public art. The revised RCC facility budget of \$316 million, approved by the Board on June 6, 2013, as part of the Fiscal Year 2014-2018 CIP, includes an increase in eligible construction costs equal to \$44.5 million, resulting in an \$890,000 increase to the public art budget.

Fiscal Impact:

Adequate funds for the Austin-Sundt Joint Venture are included within the Board approved FY2014-FY2018 Capital Program Budget in Project No. 104151 Rental Car Center (formerly ConRAC Development) San Diego International Airport. Sources of funding for this project include Customer Facility Charges and Airport Cash.

RCC Facility Approved Budget

Approved Budget (Authorized June 2013) \$ 316,124,000

RCC Facility Authorized Spending

Design (Authorized October 2011) (30,000,000)
 Preliminary Activities/Work Elements (Authorized March 2013) (10,000,000)
 A/E Design Services (Requested July 2013) (12,000,000)
 Total Authorized Spending (52,000,000)

Remaining Budget Balance \$ 264,124,000

Authority Strategies:

This item supports one or more of the Authority Strategies, as follows:

- Community Strategy Customer Strategy Employee Strategy Financial Strategy Operations Strategy

Environmental Review:

- A. The proposed Rental Car Center facility was evaluated subject to the CEQA, Pub. Res. Code Section 21065 as a project component of the San Diego International Airport Master Plan Final Environmental Impact Report (SCH #2005091105; SDCRAA #EIR-06-01) certified May 1, 2008 and the Northside Improvements Final Supplemental Environmental Impact Report (also SCH #2005091105; SDCRAA #EIR-10-01) certified by the San Diego County Regional Airport Authority on September 1, 2011.
- B. The proposed Rental Car Center facility will require review by the California Coastal Commission in accordance with the California Coastal Act. On March 8, 2013, the Authority submitted an application for a coastal development permit to the California Coastal Commission for review.

Equal Opportunity Program:

Not applicable.

Prepared by:

BOB BOLTON
DIRECTOR, AIRPORT DESIGN & CONSTRUCTION

RESOLUTION NO. 2013-0068

A RESOLUTION OF THE BOARD OF THE SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY, APPROVING AND AUTHORIZING THE PRESIDENT/CEO TO EXECUTE A SECOND AMENDMENT TO THE AUSTIN-SUNDT JOINT VENTURE AGREEMENT, CONSTRUCTION MANAGER-AT-RISK, FOR REVISIONS TO THE PROJECT DESCRIPTION, CONSTRUCTION BUDGET, AND COMPLETION DATE FOR THE DESIGN AND CONSTRUCTION OF THE PROPOSED RENTAL CAR CENTER

WHEREAS, the new Rental Car Center ("RCC") to be constructed on the north side of San Diego International Airport, on the site of the former General Dynamics facility, will consolidate current rental car operations into one location; and

WHEREAS, on September 6, 2012, the San Diego County Regional Airport Authority Board ("Board") approved and authorized the President/CEO to execute a Construction Manager-At-Risk ("CMAR") agreement with Austin-Sundt Joint Venture, for an amount not-to-exceed \$14 million; and

WHEREAS, on March 21, 2013, the Board authorized the President/CEO to negotiate and execute Task/Work Authorizations for an additional \$10,000,000 (for a total not-to-exceed amount of \$24 million) with the CMAR, Austin-Sundt Joint Venture, to allow certain time-sensitive work elements to proceed; and

WHEREAS, the original project description (scope of work), budget, and schedule contained in the CMAR agreement were based on preliminary concepts established in 2010. Since 2010, the project design has progressed and specific rental car agency technical input has now been included, resulting in modifications to the scope of the project. The major changes include: (1) adjustments to building location to avoid active earthquake faults and underground utilities; (2) increased size of the project site (eight additional acres) to accommodate the increased size of the facility and provide RCC employee parking; (3) increase the square footage of the reconfigured RCC to reflect the operational needs of the rental car agencies; (4) upgrade structural elements and underground foundation systems to accommodate poor soil conditions and seismic activity; (5) increase size of fire protection system as required by the City Fire Marshal; and

WHEREAS, the programmatic requirements have changed through the design evolution of the RCC, thus requiring revision to the project description (scope of work), to reflect the major changes listed above and an increase in the San Diego County Regional Airport Authority's ("Authority's") CMAR construction budget to \$223,000,000; and

WHEREAS, as a result of the increased project scope, an increase in the CMAR construction budget is included in the \$316.1 million RCC budget, which was approved and adopted by the Board on June 6, 2013, as part of the Capital Improvement Program for Fiscal Years 2014-2018; therefore, staff recommends that the existing Austin-Sundt Joint Venture contract be amended to reflect the current CIP budget for the RCC; and

WHEREAS, Authority Policy 8.50 provides that two percent of construction costs of eligible projects be allocated to public art; and

WHEREAS, the revised RCC facility budget includes an increase of eligible construction costs equal to \$44.5 million, resulting in an \$890,000 increase to the public art budget; and

WHEREAS, in addition to the RCC project budget, staff recommends that the Austin-Sundt Joint Venture contract be updated with the revised program schedule based on the completion of an Environmental Assessment for Northside Improvements and California Coastal Commission's review of the Authority's application to construct an RCC facility on the Northside site; and

WHEREAS, the Federal Aviation Administration's ("FAA") review and approval of the Authority's application submitted pursuant to the requirement of the National Environmental Policy Act ("NEPA") is anticipated to be completed by September 2013, thus requiring project completion dates to be extended by three months; and

WHEREAS, due to the delay in the approval of the NEPA by the FAA, the project completion dates are delayed by three months, requiring project completion dates to be revised. Staff recommends that the board authorize a second amendment to the CMAR agreement reflecting these changes and establishing a revised Substantial Completion date of October 2015.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves and authorizes the President/CEO to execute a second amendment to the Austin-Sundt Joint Venture Agreement, Construction Manager-At-Risk, for revisions described in this resolution to revise the project description (scope of work), construction budget, and completion date; and

BE IT FURTHER RESOLVED that the Board finds that the proposed Rental Car Center was evaluated subject to the California Environmental Quality Act ("CEQA"), Pub. Res. Code Section 21065 as a project component of the San Diego International Airport Master Plan Final Environmental Impact Report (SCH#2005091105; SDCRAA#EIR-06-01) certified May 1, 2008 and the Northside Improvements Final Supplemental Environmental Impact Report (also SCH#2005091105; SDCRAA #EIR-10-01) certified by the San Diego County Regional Airport Authority on September 1, 2011. The proposed Rental Car Center will require NEPA review by the FAA and review by the Coastal Commission in accordance with the California Coastal Act.

PASSED, ADOPTED, AND APPROVED by the Board of the San Diego County Regional Airport Authority at a special meeting this 11th day of July, 2013, by the following vote:

AYES: Board Members:

NOES: Board Members:

ABSENT: Board Members:

ATTEST:

TONY R. RUSSELL
DIRECTOR, CORPORATE SERVICES/
AUTHORITY CLERK

APPROVED AS TO FORM:

BRETON K. LOBNER
GENERAL COUNSEL



SAN DIEGO COUNTY
REGIONAL AIRPORT AUTHORITY
STAFF REPORT

Item No.
15

Meeting Date: **JULY 11, 2013**

Subject:

Approve and Authorize the President/CEO to Execute the First Amendment to the Demattei Wong Architecture, Inc., On-Call Consultant Services Agreement, to Increase the Contract Amount for a Lump Sum Agreement and Other Services

Recommendation:

The Capital Improvement Program Oversight Committee recommends that the Board adopt Resolution No. 2013-0069, approving and authorizing the President/CEO to execute the first amendment to the Demattei Wong Architecture, Inc., On-Call Rental Car Center Development Architect and Engineering Consultant Services Agreement, increasing the contract amount by ten million dollars (\$10,000,000), for a lump sum agreement of twenty million dollars (\$20,000,000), and increasing the contract amount by an additional two million dollars (\$2,000,000) for reimbursable costs and on-call services at the request of the Authority, for a revised maximum not-to-exceed dollar amount of twenty-two million dollars (\$22,000,000).

Background/Justification:

The rental car industry plays an important role in the success of the San Diego International Airport ("SDIA") by providing customer service and non-airline revenue to the San Diego County Regional Airport Authority ("Authority"). The Authority's Rental Car Center ("RCC") program will provide a long-term facility for the rental car industry at SDIA. The proposed RCC supports the Authority's goals for operational efficiency, commitment to environmental stewardship, regulatory compliance, and financial performance, by providing a single consolidated facility located on the northerly portion of SDIA, from which all rental car companies serving SDIA will operate.

Previous Authority Board ("Board") Actions Relating to the RCC On-Call Architect and Engineering Consultant Services Agreement:

- October 6, 2011 – Authorized the use of \$60 million in CFC funds for design of RCC facility (\$30 million) and enabling projects (\$30 million); and the increase of the FY 2012 - FY2016 Capital Improvement Program ("CIP") by \$264 million
- June 7, 2012 - Approved a \$10 million design contract with Demattei-Wong Architecture, Inc. ("DWA")

- June 6, 2013 – Approved adoption of CIP for Fiscal Years 2014-2018 in the amount of \$1.5 billion including RCC facility budget in the amount of \$316.1 million
- June 20, 2013 – The Capital Improvement Program CIP Oversight Committee forwarded this item to the Board with a recommendation for approval

On June 7, 2012, the Board authorized the President/CEO to execute an On-Call Consultant agreement for Architect and Engineering Consultant Services related to the RCC, with DWA, for a term of four years with an option for a one-year extension. The agreement was authorized with a maximum not-to-exceed compensation amount of \$10 million dollars. Authority staff was authorized to negotiate the agreement's scope of work and billing rates, which was successfully completed and the On-Call (task based) agreement commenced on June 11, 2012. The first and second tasks were subsequently negotiated and Task Authorizations were issued for Program Verification, Site Studies, and Schematic Design (completed September 30, 2012, and February 28, 2013, respectively). As a result of the work conducted during the first eight months of the agreement, staff recommended that the Board increase the scope and budget of the RCC project, which the Board approved on June 6, 2013, as a part of the FY2014-2018 Capital Budget. Given the expanded scope, staff has determined that the maximum not-to-exceed compensation amount of \$10 million dollars for this agreement is not sufficient for the size and scale of the RCC project.

The original RCC project description (scope of work) and budget contained in the On-Call Consultant agreement were based on a preliminary design concept established in 2010. Since 2010, the project design has progressed and specific rental car agency technical input has been received and included in the design, resulting in changes to the scope of the project. The major changes to the scope include: (1) adjustments to building location to avoid active earthquake faults and underground utilities; (2) an increase in the size of the project site by eight acres to accommodate the increased size of the facility and to provide RCC employee parking; (3) a 390,000 square foot increase in the size of the building to reflect the operational needs of the rental car agencies; (4) upgraded structural elements and underground foundation systems to accommodate poor soil conditions and seismic activity; and, (5) an increase in the size of the fire protection system per the City of San Diego Fire Marshal. It is for these reasons that the RCC facility budget included in the Fiscal Years 2014-2018 CIP was increased by \$52 million.

Authority staff has received and reviewed 30% design documents establishing a final basis of design for the RCC project. Authority staff has successfully negotiated with DWA the remaining project scope, billing rates, and fees for the full design of the RCC facility. Staff proposes that these costs be compensated on a lump sum basis, providing a guaranteed price for the remaining design services required to deliver the scope of work.

The following RCC design activities will be included in the lump sum agreement:

- Completion of 100% Construction Documents;

- Preparation of final bid packages for: foundations, fuel system, conveyance systems, superstructure, exterior architecture, expansion joints, interior finishes, roof, mechanical/electrical/plumbing (MEP), fire protection system, lighting, landscaping, and signage; and,
- Construction administration services during construction phase.

Lump sum architect/engineer agreements are a standard in the design industry and have been used by the Authority on previous projects, including the Green Build. Under a lump sum agreement, staff establishes a defined scope of services and deliverables that are entirely dependent on delivering verifiable work product on a negotiated schedule.

Authorization is being requested to increase the agreement's total not-to-exceed compensation by \$12 million, for a revised not-to-exceed amount of \$22 million. Approximately \$7.4 million has been incurred for design services to achieve 30% design on the RCC project. Staff has negotiated with DWA to perform the remaining design services required to complete 100% design, for a total lump sum amount of \$12.6 million. This results in a lump sum agreement totaling \$20 million for all design and construction administration services under the agreed-upon scope of work.

The remaining \$2 million will be reserved for additional expenses under the agreement. These include reimbursable expenses (reprographics, travel, etc.) and any additional on-call design services due to scope changes required by the Authority, which will be compensated on a time and materials basis.

Fiscal Impact:

Adequate funds for Demattei Wong Architecture, Inc., are included within the Board approved FY2014-FY2018 Capital Program Budget in Project No. 104151 – Rental Car Center (formerly ConRAC Development) San Diego International Airport. Sources of funding for this project include Customer Facility Charges and Airport Cash.

RCC Facility Approved Budget

Approved Budget (Authorized June 2013)	\$ 316,124,000
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RCC Facility Authorized Spending

Design (Authorized October 2011)	(30,000,000)
Preliminary Activities/Work Elements (Authorized March 2013)	(10,000,000)
A/E Design Services (This Authorization)	(12,000,000)
Total Authorized Spending	(52,000,000)

Remaining Budget Balance	\$ 264,124,000
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Authority Strategies:

This item supports one or more of the Authority Strategies, as follows:

- Community Strategy Customer Strategy Employee Strategy Financial Strategy Operations Strategy

Environmental Review:

- A. The proposed rental car center facility was evaluated subject to the CEQA, Pub. Res. Code Section 21065 as a project component of the San Diego International Airport Master Plan Final Environmental Impact Report (SCH #2005091105; SDCRAA #EIR-06-01) certified May 1, 2008 and the Northside Improvements Final Supplemental Environmental Impact Report (also SCH #2005091105; SDCRAA #EIR-10-01) certified by the San Diego County Regional Airport Authority on September 1, 2011.
- B. The proposed rental car center facility will require review by the California Coastal Commission in accordance with the California Coastal Act. On March 8, 2013 the Authority submitted an application for a coastal development permit to the California Coastal Commission for review.

Equal Opportunity Program:

Not applicable.

Prepared by:

BOB BOLTON
DIRECTOR, AIRPORT DESIGN & CONSTRUCTION

RESOLUTION NO. 2013-0069

A RESOLUTION OF THE BOARD OF THE SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY, APPROVING AND AUTHORIZING THE PRESIDENT/CEO TO EXECUTE THE FIRST AMENDMENT TO THE DEMATTEI WONG ARCHITECTURE, INC., ON-CALL RENTAL CAR CENTER DEVELOPMENT ARCHITECT AND ENGINEERING CONSULTANT SERVICES AGREEMENT, INCREASING THE CONTRACT AMOUNT BY TEN MILLION DOLLARS (\$10,000,000) FOR A LUMP SUM AGREEMENT OF TWENTY MILLION DOLLARS (\$20,000,000) AND INCREASING THE CONTRACT AMOUNT BY AN ADDITIONAL TWO MILLION DOLLARS (\$2,000,000) FOR REIMBURSABLE COSTS AND ON-CALL SERVICES AT THE REQUEST OF THE AUTHORITY, FOR A REVISED MAXIMUM NOT-TO-EXCEED DOLLAR AMOUNT OF TWENTY-TWO MILLION DOLLARS (\$22,000,000).

WHEREAS, the San Diego County Regional Airport Authority ("Authority") awarded an agreement to Demattei Wong Architecture, Inc. ("DWA") in June 2012, to provide on-call professional architect and engineering services in support of the Rental Car Center ("RCC") previously known as Consolidated Rental Car Development project, at San Diego International Airport ("SDIA"); and

WHEREAS, the new RCC to be constructed on the north side of SDIA, in the location of the former General Dynamics facility, will consolidate the current rental car operations into one building; and

WHEREAS, the term of the DWA agreement was for four years, with the option for a one-year extension, in an amount not-to-exceed \$10,000,000, with an understanding between the parties that the staff would enter into negotiations to complete design services once the project was more defined; and

WHEREAS, the design team, DWA, has successfully completed program verification, site studies and schematic design, and Authority staff has received and reviewed 30% design documents establishing a final basis of design for the RCC; and

WHEREAS, Authority staff has negotiated the project scope, billing rates, and fees for full design of the RCC facility, and staff proposes that these costs be compensated on a lump sum basis, providing a guaranteed price for the remaining design services required to deliver the scope of work; and

WHEREAS, the following RCC design activities will be included in the lump sum agreement: (1) completion of 100% construction documents; (2) preparation of final bid packages for: foundations, fuel system, conveyance systems, superstructure, exterior architecture, expansion joints, interior finishes, roof, MEP, fire protection system, lighting, landscaping, and signage; and, (3) construction administration services during the construction phase; and

WHEREAS, staff proposes that the compensation amount for the lump sum agreement for these design activities be \$12.6 million; and

WHEREAS, approximately \$7.4 million has been incurred under the agreement with DWA for design services to achieve 30% design on the RCC project; and

WHEREAS, approximately \$2 million will be reserved for additional expenses under the agreement, including reimbursable expenses and any additional on-call design services due to scope changes requested by the Authority, which will be compensated on a time and materials basis; and

WHEREAS, these proposed changes to the agreement result in a staff recommendation to increase funding for the DWA agreement by a total amount of \$12,000,000; and

WHEREAS, the funding increase requested is included in the \$316.1 million RCC budget, which was approved and adopted by the San Diego County Regional Airport Authority Board on June 6, 2013, as part of the Capital Program for Fiscal Years 2014-2018.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves and authorizes the President/CEO to execute the first amendment to the Demattei Wong Architecture, Inc., On-Call Rental Car Center Development Architect and Engineering Consultant Services Agreement, increasing the contract amount by ten million dollars (\$10,000,000) for a lump sum agreement of twenty million dollars (\$20,000,000) and increasing the contract amount by an additional two million dollars (\$2,000,000) for reimbursable costs and on-call services at the request of the Authority, for a revised maximum not-to-exceed dollar amount of twenty-two million dollars (\$22,000,000); and

BE IT FURTHER RESOLVED that the San Diego County Regional Airport Authority Board finds that the proposed Rental Car Center ("RCC") was evaluated subject to the California Environmental Quality Act ("CEQA"), Pub. Res. Code Section 21065 as a project component of the San Diego International Airport Master Plan Final Environmental Impact Report (SCH#2005091105; SDCRAA#EIR-06-01) certified May 1, 2008 and the Northside Improvements Final Supplemental Environmental Impact Report (also SCH#2005091105; SDCRAA #EIR-10-01) certified by the San Diego County Regional Airport Authority on September 1, 2011. The proposed RCC will require NEPA review by the FAA and review by the Coastal Commission in accordance with the California Coastal Act.

PASSED, ADOPTED, AND APPROVED by the Board of the San Diego County Regional Airport Authority at a special meeting this 11th day of July, 2013, by the following vote:

AYES: Board Members:

NOES: Board Members:

ABSENT: Board Members:

ATTEST:

TONY R. RUSSELL
DIRECTOR, CORPORATE SERVICES/
AUTHORITY CLERK

APPROVED AS TO FORM:

BRETON K. LOBNER
GENERAL COUNSEL

Revised 7/9/13



SAN DIEGO COUNTY
REGIONAL AIRPORT AUTHORITY
STAFF REPORT

Item No.
16

Meeting Date: **JULY 11, 2013**

Subject:

Approve and Authorize the President/CEO to Execute a Pest Control Services Agreement

Recommendation:

Adopt Resolution No. 2013-0070, approving and authorizing the President/CEO to execute an agreement with Cartwright Termite & Pest Control, Inc., for a term of three years, with the option for two one-year extensions to be exercised at the discretion of the President/CEO, for a total not-to-exceed amount of \$2,800,000 for pest control services and \$2,200,000 for remediation services, at San Diego International Airport ("SDIA").

Background/Justification:

On March 22, 2013, the Authority issued a Request for Proposals ("RFP") soliciting proposals from qualified firms to provide professional pest control and remediation services at the Airport. This contract will be the primary means for pest control and remediation services covering facilities at SDIA, the Authority's off-airport property, tenant and concession spaces.

On May 15, 2013, proposals were received in response to the RFP from the following six firms:

1. Agricultural Pest Control Services
2. Cartwright Termite & Pest Control, Inc.
3. Corky's Pest Control, Inc.
4. ECOLAB Inc.
5. Pestmaster Services
6. David Wheeler Pest Control

On May 23, 2013, an Authority Evaluation Panel ("Panel") comprised of two representatives from Facilities Management, one from Aviation and Commercial Business, one from Landside Operations, one from Environmental Affairs, and one from the University of California Statewide Integrated Pest Management Program interviewed the six Respondents.

The scoring criteria used to evaluate firms included the firm's organization experience and skill, primary staff, work plan, proposed fees, sustainability, and small business preference.

The final combined scoring matrix from the Panel is as follows:

Evaluation Criteria	Agricultural Pest	Cartwright	Corky's	ECOLAB	Pestmaster	David Wheeler
Organization Experience & Skill (20)	960	1100	1040	860	960	680
Primary Staff (20)	900	1080	1020	700	920	680
Work Plan (30)	1230	1650	1470	990	1320	930
Proposed Fees (20)	1080	480	840	840	360	1200
Sustainability (10)	400	540	470	400	490	280
Small Business Preference (5)	300	300	0	0	300	300
Final Combined Score	4870	5150	4840	3790	4350	4070

The final ranking matrix from the Panel is as follows:

	Agricultural Pest	Cartwright	Corky's	ECOLAB	Pestmaster	David Wheeler
Panelist 1	3	1	2	4	4	6
Panelist 2	1	2	3	6	5	4
Panelist 3	1	3	2	6	5	4
Panelist 4	3	1	2	4	5	6
Panelist 5	1	2	2	6	4	5
Panelist 6	3	1	2	6	4	5
Total	12	10	13	32	27	30
Final Rank	2	1	3	6	4	5

The Panel ranked Cartwright Termite & Pest Control, Inc., as the best qualified firm to provide services based on the evaluation criteria and interview.

Based on the Panel's evaluation of the six firms and its finding that Cartwright Termite & Pest Control, Inc., was the best qualified overall, staff recommends awarding the SDIA pest control and remediation services agreement to Cartwright Termite & Pest Control, Inc., for a total not-to-exceed amount of \$2,800,000 for pest control services and \$2,200,000 for remediation services for 5 years.

Fiscal Impact:

Funding for the first two years of this five-year pest control services agreement will be available in the Board approved FY2014 and conceptual FY2015 FMD O&M budget for Annual Service Contracts. Funding for the subsequent years of the agreement will be included in FMD's FY2016 through FY2018 O&M budget.

Authority Strategies:

This item supports one or more of the Authority Strategies, as follows:

- Community Strategy Customer Strategy Employee Strategy Financial Strategy Operations Strategy

Environmental Review:

- A. This Board action is not a project that would have a significant effect on the environment as defined by the California Environmental Quality Act (CEQA), as amended, 14 Cal. Code Regs. Section 15378. This Board action is not a "project" subject to CEQA. Pub. Res. Section 21065;
- B. California Coastal Act review: This Board action is not a "development" as defined by the California Coastal Act. Pub. Res. Code Section 30106.

Equal Opportunity Program:

The Authority's small business program promotes the utilization of small, local, disadvantaged, and other business enterprises, on all contracts, to provide equal opportunity for qualified firms. By providing education programs, making resources available, and communicating through effective outreach, the Authority strives for diversity in all contracting opportunities.

The Authority has a Disadvantage Business Enterprise ("DBE") Plan as required by the Department of Transportation, 49 CFR Part 26. The DBE Plan calls for the Authority to submit an annual overall goal for DBE participation on all federally funded projects.

This project does not utilize federal funds; therefore, it will not be applied toward the Authority's over-all DBE goal.

Prepared by:

BRYAN ENARSON
VICE PRESIDENT, DEVELOPMENT

RESOLUTION NO. 2013-0070

A RESOLUTION OF THE BOARD OF THE SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY, APPROVING AND AUTHORIZING THE PRESIDENT/CEO TO EXECUTE AN AGREEMENT WITH CARTWRIGHT TERMITE & PEST CONTROL, INC., FOR A TERM OF THREE YEARS, WITH THE OPTION FOR TWO ONE-YEAR EXTENSIONS TO BE EXERCISED AT THE DISCRETION OF THE PRESIDENT/CEO, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$2,800,000 FOR PEST CONTROL SERVICES AND \$2,200,000 FOR REMEDIATION SERVICES, AT SAN DIEGO INTERNATIONAL AIRPORT

WHEREAS, the San Diego County Regional Airport Authority (“Authority”) requires Pest Control Services at San Diego International Airport (“SDIA”); and

WHEREAS, the service contract will be the primary means for professional pest control and remediation services covering facilities at SDIA, Authority-owned off airport property, tenant and concession spaces; and

WHEREAS, Authority advertised a Request for Proposal (“RFP”) on March 22, 2013, to provide pest control and remediation services at SDIA; and

WHEREAS, the Authority received Proposals from Agricultural Pest Control Services, Cartwright Termite & Pest Control, Inc., Corky’s Pest Control, Inc., ECOLAB Inc., Pestmaster Services, and David Wheeler Pest Control on May 15, 2013, in response to the RFP; and

WHEREAS, the Evaluation Panel (“Panel”) evaluated the respondents on organization experience and skill, primary staff, work plan, proposed fees, sustainability, small business preference; and

WHEREAS, the Panel’s evaluation process determined Cartwright Termite & Pest Control, Inc., to be the most qualified overall to perform the pest control services.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves and authorizes the President/CEO to execute an agreement with Cartwright Termite & Pest Control, Inc., for a term of three years, with the option for two one-year extensions to be exercised at the discretion of the President/CEO, for a total not-to-exceed amount of \$2,800,000 for pest control services and \$2,200,000 for remediation services, at SDIA; and

BE IT FURTHER RESOLVED that the Authority's President/CEO or designee hereby is authorized to execute and deliver such contract to Cartwright Termite & Pest Control, Inc.; and

BE IT FURTHER RESOLVED that the Authority and its officers, employees, and agents hereby are authorized to do and perform all such acts as may be necessary or appropriate in order to effectuate fully the foregoing resolution; and

BE IT FURTHER RESOLVED that the Board finds that this Board action is not a "project" that would have a significant effect on the environment as defined by the California Environmental Quality Act (CEQA), as amended, 14 Cal. Code Regs. §15378; and is not a "development" as defined by the California Coastal Act. Pub. Res. Code §30106.

PASSED, ADOPTED, AND APPROVED by the Board of the San Diego County Regional Airport Authority at a special meeting this 11th day of July, 2013, by the following vote:

AYES: Board Members:

NOES: Board Members:

ABSENT: Board Members:

ATTEST:

TONY R. RUSSELL
DIRECTOR, CORPORATE SERVICES/
AUTHORITY CLERK

APPROVED AS TO FORM:

BRETON K. LOBNER
GENERAL COUNSEL



SAN DIEGO COUNTY
REGIONAL AIRPORT AUTHORITY
STAFF REPORT

Item No.
17

Meeting Date: **JULY 11, 2013**

Subject:

Approve and Authorize the President/CEO to Execute a Sole Source Agreement with Siemens Industry, Inc., for Operation and Maintenance of Terminal 2 West In-line Baggage Handling System

Recommendation:

Adopt Resolution No. 2013-0071, approving and authorizing the President/CEO to execute a sole source agreement with Siemens Industry, Inc., for a term of one year, for an amount not-to-exceed \$1,310,691.00, in support of the operation and maintenance ("O&M") for the in-line baggage handling system, Terminal 2 West, at San Diego International Airport.

Background/Justification:

The new Terminal 2 Baggage Handling System ("BHS") was designed, constructed, and commissioned by Siemens Industry, Inc. ("Siemens"), using the latest in BHS technology and system controls. The new terminal expansion is supported by a fully-automated in-line baggage handling system that can process more than two thousand bags per hour and is partially funded by the Department of Homeland Security's Transportation Security Administration, under The American Recovery and Reinvestment Act of 2009.

While the layout of the system is similar to many other systems installed in the United States, the architecture and system controls constitute the latest evolution in baggage handling systems and are a first in the U.S. This new evolution of the controls system, called "Bag Base Lite", was developed by Siemens in Lisbon, Portugal. Since the methodology and functionality of Bag Base Lite are new to the U.S. market, no other service provider has the knowledge or experience working with the level of complexity of this system.

The Siemens Customer Service team has been fully trained, and has special knowledge of the unique aspects and functionality of its BHS control systems. No other service provider has this knowledge and capability. Siemens also has intimate knowledge of operations at San Diego International Airport, due to its involvement in commissioning and start-up of this specific system. Siemens has access to proprietary design data for all BHS components that are invaluable for troubleshooting and resolving problems encountered in the field. The Siemens Customer Service team has been providing O&M support for the BHS since January 2013. Initial O&M services were provided by Siemens under the Design-Build contract for the Terminal 2 Expansion project, which will be

complete on July 31, 2013. The airlines serving Terminal 2 West have requested a one-year transition period to ensure comprehensive support of the new BHS O&M until the airline consortium can assume responsibility of a new O&M contract commencing August 1, 2014.

Authority Policy 5.01(1)(c) requires that all service contracts with a value over \$100,000 be awarded after the Authority has completed a competitive Request for Proposals or Request for Qualifications process. Authority Policy 5.01(1)(c) states that a contract may be awarded without complying with the otherwise applicable competitive procedures under this policy when the President/CEO determines in writing that there is only one known source for the required service, or one source is the only practical way to respond to overriding circumstances that make compliance with otherwise applicable competitive procedure not in the best interest of the Authority.

On June 18, 2013, the President/CEO made a finding that Siemens Industry, Inc., is the only known source that can perform O&M service on the BHS (Sole Source Justification attached to the resolution as Exhibit 1). For the reasons above, it is in the San Diego County Regional Airport Authority's best interest to enter into an agreement with Siemens Industry, Inc., for the operation and maintenance of the new Terminal 2 West Baggage Handling System. Authorization to allow the President/CEO to execute an agreement with the contractor, Siemens Industry, Inc., is recommended in the amount of \$1,310,691.00.

Fiscal Impact:

Adequate funding for Siemens Industry, Inc., agreement is included in the adopted FY 2014 Operating Expense Budgets within the Facilities Management Department – Annual Service Contracts line item.

Authority Strategies:

This item supports one or more of the Authority Strategies, as follows:

Community Strategy Customer Strategy Employee Strategy Financial Strategy Operations Strategy

Environmental Review:

- A. CEQA: This Board action is not a project that would have a significant effect on the environment as defined by the California Environmental Quality Act ("CEQA"), as amended. 14 Cal. Code Regs. §15378. This Board action is not a "project" subject to CEQA. Cal. Pub. Res. Code §21065.
- B. California Coastal Act Review: This Board action is not a "development" as defined by the California Coastal Act. Cal. Pub. Res. Code §30106.

Equal Opportunity Program:

The Authority's small business program promotes the utilization of small, local, disadvantaged, and other business enterprises, on all contracts, to provide equal opportunity for qualified firms. By providing education programs, making resources available, and communicating through effective outreach, the Authority strives for diversity in all contracting opportunities.

The Authority has a Disadvantaged Business Enterprise ("DBE") Plan as required by the Department of Transportation, 49 CFR Part 26. The DBE Plan calls for the Authority to submit an annual overall goal for DBE participation on all federally funded projects.

This project utilizes federal funds; therefore, it will be applied toward the Authority's overall DBE goal. Siemens Industry, Inc., is proposing 0% DBE participation on this project.

Prepared by:

ROBERT BOLTON
DIRECTOR, AIRPORT DESIGN & CONSTRUCTION

RESOLUTION NO. 2013-0071

A RESOLUTION OF THE BOARD OF THE SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY, APPROVING AND AUTHORIZING THE PRESIDENT/CEO TO EXECUTE A SOLE SOURCE AGREEMENT WITH SIEMENS INDUSTRY, INC., FOR A TERM OF ONE YEAR, FOR AN AMOUNT NOT-TO-EXCEED \$1,310,691.00, IN SUPPORT OF THE OPERATION AND MAINTENANCE FOR THE IN-LINE BAGGAGE HANDLING SYSTEM, TERMINAL 2 WEST, AT SAN DIEGO INTERNATIONAL AIRPORT

WHEREAS, the San Diego County Regional Airport Authority ("Authority") awarded a Design-Build contract within the Green Build program to Turner/PCL/Flatiron, a Joint Venture ("Turner"), which includes the new Terminal 2 Baggage Handling System ("BHS"); and

WHEREAS, the BHS was designed, constructed, and commissioned by Siemens Industry, Inc. ("Siemens"), a subcontractor of Turner, to provide a fully automated in-line baggage handling system that can process more than two thousand bags per hour using the latest technology and system controls called "Bag Base Lite"; and

WHEREAS, the methodology and functionality of the "Bag Base Lite" are new to the United States market and no other service provider has the knowledge or experience working with this system's level of complexity; and

WHEREAS, the Siemens Customer Service Department has intimate knowledge of operations due to its involvement in commissioning and start-up of this specific system. Siemens has access to proprietary design data for all BHS components that are invaluable in trouble shooting and resolving problems encountered in the field; and

WHEREAS, Siemens has been providing operations and maintenance ("O&M") support for the new Terminal 2 BHS under the Authority's Design-Build contract since January 2013, terminating on July 31, 2013; and

WHEREAS, the airlines serving Terminal 2 West have requested a one-year transition period for the Authority to provide comprehensive O&M support of the new BHS, until the airline consortium can take over responsibility commencing August 1, 2014; and

WHEREAS, Authority Policy 5.01(6) states that “a contract may be awarded without complying with the otherwise applicable competitive procedures under this policy when the President/CEO determines in writing that there is only one known source for the required service; and

WHEREAS, on June 18, 2013, the President/CEO determined that Siemens Industry, Inc., is the sole provider of services that perform O&M services on the BHS (Sole Source Justification attached as Exhibit 1); and

WHEREAS, the San Diego County Regional Airport Authority Board (“Board”) finds it is in the best interest of the Authority to award an agreement to Siemens Industry, Inc.

NOW, THEREFORE, BE IT RESOLVED that the Board approves and authorizes the President/CEO to execute a sole source agreement with Siemens Industry, Inc., for a term of one year, in an amount not-to-exceed \$1,310,691.00, in support of the operation and maintenance for the in-line baggage handling system, Terminal 2 West, at San Diego International Airport; and

BE IT FURTHER RESOLVED by the Board that it finds that this Board action is not a “project” as defined by the California Environmental Quality Act (“CEQA”) (California Public Resources Code §21065); and is not a “development” as defined by the California Coastal Act (California Public Resources Code §30106).

PASSED, ADOPTED, AND APPROVED by the Board of the San Diego County Regional Airport Authority at a special meeting this 11th day of July, 2013, by the following vote:

AYES: Board Members:

NOES: Board Members:

ABSENT: Board Members:

ATTEST:

TONY R. RUSSELL
DIRECTOR, CORPORATE SERVICES/
AUTHORITY CLERK

APPROVED AS TO FORM:

BRETON K. LOBNER
GENERAL COUNSEL

Sole Source Justification Form

Sole Source: A unique service or item that is only available from a single source or one source is the only practical way to respond to overriding circumstances. The lack of planning is not an overriding circumstance.

This is a sole source because:

- There is only one known source because:
 - This is a sole provider of a licensed, copyrighted, or patented good or service.
 - This is a sole provider of items compatible with existing equipment or systems.
 - This is a sole provider of factory-authorized warranty service.
 - This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the Authority (Detailed in Attachment A).
- One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority's policies not in the best interest of the Authority (Please detail in an attachment).

Please attach a memorandum to explain why the goods or services are not available elsewhere include names and phone numbers of firms contacted.

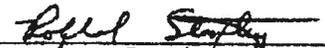
- Other brands/manufacturers considered
- Other suppliers considered
- Other (i.e., emergency)

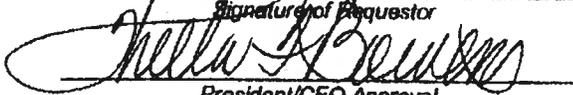
Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label: Description of Item or Service.

Operation and Maintenance of the Baggage Handling System including conveyor belts, motors, sortation software, communications software and other Siemens proprietary software and hardware.

DEPARTMENT CONTACT PERSON & TITLE Rolland Stanley, Senior Manager	
DEPARTMENT NAME Facilities Management Department	PHONE 619-400-2727
REQUESTED SUPPLIER/CONSULTANT NAME Siemens Customer Services Infrastructure and Cities Section A Siemens Building Technologies Company	SUPPLIER CONTACT PERSON Scott Stivason
SUPPLIER ADDRESS 2700 Esters Blvd, #200B DFW Airport, TX 75261	SUPPLIER CONTACT'S PHONE NUMBER (972) 947 7100

The Authority's Policies 5.01(6) and 5.02(7) describe when sole sourcing is permitted. By signing below, Requestor acknowledges that he/she has read and understands the Authority's policy on sole source procurements.



 Signature of Requestor


 President/CEO Approval

6/14/2013

 Date
 6/18/2013

 Date

Sole Source Justification Form – Attachment A

Sole Source Justification for Operations and Maintenance of Baggage Handling Systems

The new Terminal 2 BHS which was designed, constructed and commissioned by Siemens using the latest in BHS technology and system controls. While the layout of the system is similar to many other systems installed in the US, the architecture and system controls constitute the latest evolution in Baggage Handling Systems and are a first in the US. Being part of the Siemens airport and Logistics team that designed and constructed the BHS, the Customer Service department has been fully trained, and has unique knowledge, on the unique aspects and functionality of the controls systems. No other service provider has this knowledge and capability.

This new evolution of the controls system called the Bag Base Lite, was developed by Siemens in Lisbon, Portugal. Since the methodology and functionality of Bag Base Lite are new to the US market, no other service provider has the knowledge or experience working with this system or the level of complexity that are integrated into it. To provide quality service, any other service provider would have to contract with the Siemens engineering team for technical support. The Siemens Customer Service Team, that is currently providing the O&M services for this system, has complete and unlimited access to all of Siemens Engineering resources and this engineering support is included in our base services and is at no additional cost to the San Diego County Regional Airport Authority.

Since the Terminal 2 system was designed and installed by Siemens, our Customer Service Team has immediate access to all required parts. Familiarity with the parts list and the procurement procedures will allow the Siemens Customer Service Team to obtain proprietary parts quickly and without error.

Siemens Customer Service has intimate knowledge of operations due to involvement in commissioning and start up. Siemens has access to proprietary drawings and design data for all BHS components that are invaluable in trouble shooting and resolving problems encountered in the field.



**SAN DIEGO COUNTY
REGIONAL AIRPORT AUTHORITY
STAFF REPORT**

Item No.
18

Meeting Date: **JULY 11, 2013**

Subject:

Approval of Amended and Restated San Diego County Regional Airport Authority Retirement Plan and Trust of 2013

Recommendation:

Adopt Resolution No. 2013-0072, approving and authorizing the President/CEO to execute the Amended and Restated San Diego County Regional Airport Authority Retirement Plan and Trust of 2013.

Background/Justification:

For the benefit of the employees of the Authority and their beneficiaries, on January 1, 2003, the Board of the San Diego County Regional Airport Authority ("Authority") adopted the San Diego City Employees' Retirement System Retirement Plan for Airport Authority Employees. On May 3, 2004, the Board amended this plan and approved the San Diego City Employees' Retirement System First Amended Retirement Plan for Airport Authority Employees, effective April 1, 2004. [Resolution 2004-0039.] On July 5, 2007, effective July 1, 2007, the Board approved an amended and restated plan. [Resolution 2007-0082.] Subsequently, on June 5, 2008, the Board again amended the plan and approved the Amended and Restated San Diego County Regional Airport Authority Retirement Plan and Trust of 2008 (the "2008 Plan"). [Resolution 2008-0078.] The 2008 Plan was amended by Amendment No. 1 by Board action on June 7, 2012, (hereinafter the "Plan") upon the advice of SDCERS' outside legal counsel, to comply with the Worker, Retiree and Employee Recovery Act of 2008, the Uniformed Services Employment and Reemployment Rights Act of 1994, and the Economic Growth and Tax Relief Reconciliation Act of 2001. [Resolution 2012-0069.]

The Plan is a qualified governmental pension plan under §401(a) and §414(d) of the Internal Revenue Code of 1986, as amended. The Plan is administered by the San Diego City Employees' Retirement System ("SDCERS") pursuant to the terms of the San Diego City Employees' Retirement System Participation and Administration Agreement ("P & A Agreement") approved by the Board in 2007 [Resolution 2007-0054].

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SDCERS administers the Plan under a group trust (as set forth in the Declaration of Trust approved by the Board May 3, 2007 [Resolution 2007-0054] and made effective July 1, 2007) pursuant to IRS Code §401(a)(24) and in accordance with IRS Revenue Ruling 81-100, as revised by Revenue Ruling 2004-67. Pursuant to the P & A Agreement, San Diego Municipal Code §24.1806 and the provisions of the Group Trust, the Plan is treated as a separate retirement plan with a separate trust, separate from the plans of the City of San Diego and the San Diego Unified Port District. However, the assets of the three plans are commingled for investment purposes only.

The Authority has been notified by SDCERS' General Counsel and by SDCERS' fiduciary and outside legal counsel that amendments to the Plan are required based on federal and state law. Most importantly, the Plan must be amended to bring it into compliance with the provisions of the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), portions of which SDCERS' counsel and the Authority's General Counsel have advised are legally applicable to the Authority.

Attached as "Exhibit A" is a copy of a proposed amended and restated plan, entitled the Amended and Restated San Diego County Regional Airport Authority Retirement Plan of 2013. The recommended changes and amendments to the Plan, mostly mandated by PEPRA, are noted in red on "Exhibit A" which also reflects the prior changes approved by Amendment No. 1 in 2012, which amended §1000(d),(g),(h) and (j).

PEPRA Amendments. The following is a summary of the major changes required by PEPRA:

- (1) PEPRA applies to new members of the Authority hired on or after January 1, 2013. "New member" means an individual hired by the Authority who (a) never was a member of a public retirement system in California prior to January 1, 2013, or (b) had a break in service of more than six months before joining the Authority. Cal. Gov. Code §7522.04(f).
- (2) For new members, PEPRA defines and limits "pensionable compensation" to be "base pay" (regular salary and step increases) which is the "normal monthly rate of pay or base pay of a member paid in cash to similarly situated members of the same group or class of employment for services rendered on a full-time basis during normal working hours, pursuant to publicly available pay schedules." Cal. Gov. Code §7522.34(a).
- (3) For new members, PEPRA excludes from pensionable compensation the following: in-kind benefits converted to cash, one-time payments, severance payments, payments for unused leave or overtime (not Fair Labor Standards Act), services outside normal working hours, housing and automobile allowances, employer paid deferred compensation, and bonuses. Cal. Gov. Code §7522.34(c).
- (4) For new members, PEPRA creates a new defined benefit formula of 2% at age 62, with an early retirement age of 52, and a maximum benefit formula of 2.5% at age 67. Cal. Gov. Code §7522.15, §7522.20 and §7522.25.

- (5) For new members, PEPRA caps the annual salary that can be used to calculate final compensation at \$113,700 (2013 Social Security Contribution and Benefit Base) for employees that participate in Social Security. Adjustments to the cap are permitted annually based on changes to the Consumer Price Index ("CPI") for All Urban Consumers. Cal. Gov. Code §7522.10.
- (6) For new members, PEPRA requires a new member's initial contribution rate to be at least 50% of the total normal cost rate or the current contribution rate of similarly situated employees, whichever is greater, except where it would cause an existing Memorandum of Understanding (MOU) to be impaired. (Once the MOU is amended, extended, renewed, or expires, the new requirements will apply.) Cal. Gov. Code §7522.30, §20516.5 and §20683.2.
- (7) For all members, PEPRA prohibits public employers from granting retroactive pension benefit enhancements that would apply to service performed prior to the date of the enhancement. Cal. Gov. Code §7522.44.
- (8) For new members, PEPRA provides that final compensation means the highest average annual pensionable compensation earned by a member during a period of at least 36 consecutive months. Cal. Gov. Code §7522.32.
- (9) For all members, PEPRA requires both current and future public officials and employees to forfeit certain specified pension and related benefits if they are convicted of a felony in carrying out their official duties, in seeking an elected office or appointment, or in connection with obtaining salary or pension benefits, subject to certain requirements. Cal. Gov. Code §7522.72 and §7522.74.
- (10) For all members, PEPRA provides that a retiree of the Authority cannot serve, be employed by or be employed through a contract directly by the Authority unless he or she either reinstates from employment or satisfies the following conditions: (a) the person is appointed either during an emergency to prevent stoppage of public business or because the retired person has skills needed to perform work of limited duration; (b) the appointment does not exceed a total of 960 hours, or other equivalent limit, per fiscal year; and (c) the person's pay rate must be within the range paid by the employer to other employees performing comparable duties. In addition, PEPRA requires a 180-day waiting period before the retiree can return to work for the Authority without reinstating from retirement, except under certain specified circumstances. The 180-day waiting period provision applies without exception to retirees who receive either a "golden handshake" or some other employer incentive to retire. The 180-day waiting period starts on the date of retirement. Cal. Gov. Code §7522.56 and §7522.57.

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Non-PEPRA Amendments. Non-PEPRA changes to the Plan as recommended by SDCERS' tax and fiduciary counsel are basically "housekeeping" measures (a) to clarify that the compensation test period under Internal Revenue Code §401(a)(17) is on a Calendar Year Basis [See Plan, §1000(e)], (b) to correctly define certain disability benefit provisions, (c) to address minor inconsistencies in certain definitions pertaining to contributions for the Cost of Living Annuity and related provisions, and (d) to clarify the Plan to reflect current SDCERS practices on how contributions are calculated.

Current Authority Plan. Specifically, under the existing Plan, (1) "Cost of Living Annuity" is defined in §0102 as "the payment described below in §0300(b)(3)." [§0300(b)(3) is the COL Annuity benefit]; (2) "Cost of Living Contributions" is defined in §0102 as "contributions by a Member over and above the Normal Contributions and Surviving Spouse or Domestic Partner Contributions which are used to fund the Member's share of the COLA Program."; (3) "Cost of Living Pension" or "COL Pension" is defined in §0102 as "the payment described below in §0300(b)(4)." [§0300(b)(4) is the COL Adjustment or the 2% COLA.]; (4) §0300(b)(3) [COL Annuity] provides that the COL Annuity is a lifetime payment derived from the Member's COL Contributions and is calculated as the actuarial equivalent of those contributions; (5) §0300(b)(4) [COL Adjustment] provides that the COL Pension is the total accumulated Cost of Living Adjustments; and (6) "Cost of Living Adjustment" is defined in §0102 and §1301 as the increase tied to the CPI, up to a maximum of 2% per year.

Recommended Amendments. SDCERS legal counsel advises that there are minor problems with certain definitions in the current Authority Plan. Specifically, the reasons for the amendments are:

- (1) COL Contributions are currently defined as the contributions that are necessary to fund the COL Program, which apparently includes *both* the COL Annuity and the COL Adjustment.
- (2) SDCERS' actuary advises, however, that contributions for the COL Adjustment are built into the Normal Contributions. Therefore, those contributions are not "contributions by a Member over and above the Normal Contributions and Surviving Spouse or Domestic Partner Contributions".
- (3) The Plan currently does not inform the actuary how to calculate the COL Annuity contributions.
- (4) Therefore, the Plan is circular in nature because it defines the COL Annuity contributions as the contributions necessary to fund the benefit, but then the benefit is defined as an actuarial equivalent of the contributions.
- (5) SDCERS' actuary advises that it is currently assessing a 20% increase over the Normal Contributions and Surviving Spouse Contributions to fund the COL Annuity.
- (6) SDCERS has determined that this is holdover language from in the City's plan that never was integrated into the Plan.

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Therefore, SDCERS' legal counsel recommends that the Authority amend the definitions of COL Contributions and COL Benefit and add a section documenting SDCERS' current practice of assessing a 20% increase to fund the COL Annuity.

Fiscal Impact:

The retirement plan costs are not expected to be impacted in the FY14 or FY15 budgets by this action.

Authority Strategies:

This item supports one or more of the Authority Strategies, as follows:

- Community Strategy Customer Strategy Employee Strategy Financial Strategy Operations Strategy

Environmental Review:

- A. CEQA: This Board action, as an administrative action, is not a project that would have a significant effect on the environment as defined by the California Environmental Quality Act ("CEQA"), as amended. 14 Cal. Code Regs. §15378. This Board action is not a "project" subject to CEQA. Cal. Pub. Res. Code §21065.
- B. California Coastal Act Review: This Board action is not a "development" as defined by the California Coastal Act. Cal. Pub. Res. Code §30106.

Equal Opportunity Program:

Not Applicable.

Prepared by:

BRETON K. LOBNER
GENERAL COUNSEL

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RESOLUTION NO. 2013-0072

A RESOLUTION OF THE BOARD OF THE
SAN DIEGO COUNTY REGIONAL AIRPORT
AUTHORITY APPROVING AND AUTHORIZING THE
PRESIDENT/CEO TO EXECUTE THE AMENDED
AND RESTATED SAN DIEGO COUNTY REGIONAL
AIRPORT AUTHORITY RETIREMENT PLAN AND
TRUST OF 2013

WHEREAS, in 2003, for the benefit of the employees of the Authority and their beneficiaries, the Board of the San Diego County Regional Airport Authority ("Authority") adopted a retirement plan; and

WHEREAS, the retirement plan has been subsequently amended and/or restated by Board actions in 2004, 2007, 2008 and 2012, resulting in the current retirement plan, entitled the San Diego County Regional Airport Authority Retirement Plan and Trust of 2008, as amended ("the Plan"); and

WHEREAS, the Plan is a qualified governmental pension plan under §401(a) and §414(d) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the San Diego City Employees' Retirement System ("SDCERS") administers the Plan pursuant to the terms of the San Diego City Employees' Retirement System Participation and Administration Agreement ("P & A Agreement") approved by the Board in 2008; and

WHEREAS, SDCERS administers the Plan under a group trust (as set forth in the Declaration of Trust approved by the Board May 3, 2007, and made effective July 1, 2007) pursuant to IRS Code §401(a)(24) and in accordance with IRS Revenue Ruling 81-100, as revised by Revenue Ruling 2004-67; and

WHEREAS, pursuant to the P & A Agreement, San Diego Municipal Code §24.1806 and the provisions of the Group Trust, the Authority's Plan is treated as a separate retirement plan with a separate trust, separate from the plans of the City of San Diego and the San Diego Unified Port District, however the assets of the three plans are commingled for investment purposes; and

WHEREAS, the Authority has been notified by SDCERS' General Counsel and by SDCERS' fiduciary and outside legal counsel that amendments to the Plan are required or recommended based on federal and state law; and

WHEREAS, the Plan must be amended to bring it into compliance with the provisions of the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), portions of which legal counsel have advised are legally applicable to the Authority; and

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WHEREAS, the non-PEPRA changes to the Plan: (a) clarify that the compensation test period under Internal Revenue Code §401(a)(17) is on a Calendar Year Basis [See Plan, §1000(e)]; (b) correctly define certain disability benefit provisions; (c) address minor inconsistencies in certain definitions pertaining to contributions for the Cost of Living Annuity and related provisions; and (d) clarify in the Plan the current SDCERS practices on how contributions are calculated; and

WHEREAS, attached as "Exhibit A" is the proposed amended and restated plan, entitled the Amended and Restated San Diego County Regional Airport Authority Retirement Plan and Trust of 2013, which incorporates the current version of the Plan including the 2012 Amendment No. 1 together with the 2013 proposed amendments as recommended by legal counsel.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves and authorizes the President/CEO to execute the amended and restated San Diego County Regional Airport Authority Retirement Plan and Trust of 2013; and

BE IT FURTHER RESOLVED the Board hereby authorizes the President/CEO to execute the Amended and Restated San Diego County Regional Airport Authority Retirement Plan and Trust of 2013 upon approval as to form by General Counsel; and

BE IT FURTHER RESOLVED that the board finds that the action to change the Plan come within the exceptions stated in Cal. Gov. Code §7507; and

BE IT FURTHER RESOLVED the Board authorizes the President/CEO to take such other actions as are necessary in support of this action and approval; and

BE IT FURTHER RESOLVED that the Board that it finds that this action is administrative in nature and is not a "project" as defined by the California Environmental Quality Act ("CEQA") (California Public Resources Code §21065); and is not a "development" as defined by the California Coastal Act (California Public Resources Code §30106).

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PASSED, ADOPTED, AND APPROVED by the Board of the San Diego County Regional Airport Authority at a special meeting this 11th day of July, 2013, by the following vote:

AYES: Board Members:

NOES: Board Members:

ABSENT: Board Members:

ATTEST:

TONY R. RUSSELL
**DIRECTOR, CORPORATE SERVICES/
AUTHORITY CLERK**

APPROVED AS TO FORM:

BRETON K. LOBNER
GENERAL COUNSEL

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**AMENDED AND RESTATED
SAN DIEGO COUNTY REGIONAL
AIRPORT AUTHORITY RETIREMENT
PLAN AND TRUST OF ~~2008~~2013**

Originally effective January 1, 2003;
Amended -May 34, 2004, effective April 1, 2004 [Reso. 2004-0039];
Amended Restated and Restated July 5, 2007, effective July 1, 2007 [Reso. 2007-0082];
Amended and Restated June 5, 2008 [Reso. 2008-0078];
Amended June 7, 2012 [Reso. 2012-0069];
Amended and Restated effective- January 1, 2013 [Reso. 2013-_____].

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EXHIBIT A Definition of “Base Compensation”

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**AMENDED AND RESTATED
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
RETIREMENT PLAN AND TRUST OF 201308**

DIVISION 1: CREATION OF PLAN AND TRUST AND DEFINITIONS

§0100 Purpose of Plan

The purpose of this Plan is to recognize an obligation to Airport Authority employees for their long service in public employment by providing them with retirement, disability and death benefits as additional elements of compensation.

§0101 Rights and Benefits

This Plan is created pursuant to ~~§Section~~ 149 of the San Diego City Charter and Chapter 2, Article 4, Division 18 of the San Diego Municipal Code entitled "Contracting Public Agencies." This Plan was initially effective on January 1, 2003, amended May 3, 2004, and amended and restated effective^(A1) July 51, 2007, amended and restated June 5, 2008, and amended June 7, 2012. This amended and restated version of this Plan is effective July 1, 2007 January 1, 2013. Nothing in this Plan should be construed to affect any of the rights or benefits Airport Authority employees have earned in this Plan as of that date except as required by the Public Employees' Pension Reform Act of 2013 ("PEPRA").

§0102 Definitions

Unless otherwise stated, for purposes of this Plan:

"Accumulated Contributions" means the total of all Accumulated Normal Cost Contributions, Accumulated Cost of Living Contributions and Accumulated Surviving Spouse or Domestic Partner Contributions credited to a Member's account, plus interest on these amounts.

"Accumulated Cost of Living Annuity Contributions" or "Accumulated COL Annuity Contributions" means all Costs of Living Contributions credited to a Member's account and interest on these amounts.

"Accumulated Normal Cost Contributions" means the sum of all Normal Cost Contributions credited to a Member's account and interest on these amounts.

"Accumulated Surviving Spouse or Domestic Partner Contributions" means all Surviving Spouse or Domestic Partner Contributions credited to a Member's account and interest on these amounts.

"Active Death Benefit" means the amount described below in §0701(b).

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"Actuarial Equivalent" means a benefit of equal value when computed based on the mortality, interest, and other tables duly adopted by the Administrator by Board Rule, which Board Rule is incorporated by reference into this Plan. This definition is effective January 1, 2003.

"Actuary" means the actuary regularly employed by the Administrator.

"Administrator" means the Board of Administration of the San Diego City Employees' Retirement System, when acting in its capacity as administrator of this Plan, or any other qualified entity with which the Trustee and the Airport Authority contract pursuant to §-0900.

"Airport Authority" means the San Diego County Regional Airport Authority established by the California Public Utilities Code ~~Section~~§-170002.

"Airport Authority Board" means the governing board of the Airport Authority.

"Andrecht-Covered Member" means a Classic Member who was both (i) a UPD employee on December 31, 2002 and became an Airport Authority employee on or after January 1, 2003, and (ii) employed by the UPD and contributing to SDCERS on January 1, 2002.

"Annual Supplemental Benefit" or "13th Check" means a benefit payment of a portion of the Surplus Undistributed Earnings to a Qualified Retiree based on the Member's Service Credit.

"Annuity" means a lifetime payment derived from a Member's ~~or-New~~ PEPRA Member's contributions.

"Base Compensation" for Classic Members means the wages and benefits the Airport Authority pays its employees, which are used to calculate the Members' Normal Cost Contributions, COL Annuity Contributions and Surviving Spouse or Domestic Partner Contributions. The items included in Base Compensation are listed in Exhibit A attached hereto, subject to any amendments the Airport Authority Board may approve by resolution or ordinance from time to time. The Airport Authority will provide to the Administrator a copy of any resolution or ordinance approved by the Airport Authority Board that amends the definition of "Base Compensation." for Classic Members.

"Base Compensation" for PEPRA Members means the same as Pensionable Compensation as defined in Government Code §-7522.34 and are those wages paid by the Airport Authority to its employees that are used to calculate the PEPRA Members' Normal Cost Contributions, COL Contributions and Surviving Spouse or Domestic Partner Contributions. For-New- PEPRA Members, Base Compensation will include only the normal monthly rate of pay or base pay of the-New- PEPRA Member paid in cash to similarly situated members of the same group or class of employment for services rendered on a full-time basis during normal working hours, pursuant to publicly available pay schedules. Compensation that has been deferred shall be deemed Base Compensation for PEPRA Members when earned rather than when paid. Base Compensation for NewPEPRA Members does not include any of the following: (i) Any compensation determined by the Board to have been paid to increase a-New- PEPRA Member's retirement benefit under-

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the Plan; (ii) compensation that has previously been provided in kind to the PEPRA Member by the Airport Authority or paid directly by the Airport Authority to a third party other than the retirement system for the benefit of the PEPRA Member and which was converted to and received by the PEPRA Member in the form of a cash payment; (iii) Any one-time or *ad-hoc* payments made to a PEPRA Member; (iv) severance or any other payment that is granted or awarded to a PEPRA Member in connection with or in anticipation of a separation from employment, but is received by the PEPRA Member while employed; (v) payments for unused vacation, annual leave, personal leave, sick leave, or compensatory time off, however denominated, whether paid in a lump sum or otherwise, regardless of when reported or paid; (vi) payments for additional services rendered outside of normal working hours, whether paid in a lump sum or otherwise; (vii) any employer-provided allowance, reimbursement or payment, including, but not limited to, one made for housing, vehicle or uniforms; (viii) compensation for overtime work; (ix) employer contributions to deferred compensation or defined contribution plans; (x) any bonus paid in addition to the PEPRA Member's normal monthly rate of pay or base pay; (xi) any form of compensation that it inconsistent with this definition of "Base Compensation" and (xii) any other form of compensation that the Board determines should not be Base Compensation

"Basic Allowance" means the amount calculated as to each Member upon retirement based on the defined benefit formula set forth in §-0300(c), without any actuarial reduction to provide a survivor benefit under Optional Settlement 1, 2, 3, or 4 or the Social Security Integrated Option (as set forth below in Division 6).

"Beneficiary" means any person who is (i) designated by a Member to receive a benefit from this Plan and (ii) who is receiving or may be entitled to receive a benefit from this Plan.

"Board" means the Board of Administration of the San Diego City Employees' Retirement System.

"Board Rule" means a rule established by the Board in accordance with its fiduciary duties.

"City" means the City of San Diego.

"Classic Member" means any Member, including any Andrecht Member, who is not a PEPRA Member.

"Code" or "Internal Revenue Code" means the Internal Revenue Code of 1986, as amended, unless otherwise indicated.

"Cost of Living Adjustment" or "COLA" means the payment described below in §-0300(c)(4) which is the increase to the Monthly Retirement Allowance based on changes in the consumer price index as calculated under §-1301.

"Cost of Living Annuity" means the payment described below in §-0300(~~bc~~)(3).

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"Cost of Living Annuity Contributions" means contributions by a Member over and above the Normal Cost Contributions and Surviving Spouse or Domestic Partner Contributions which are used to fund the Member's Cost of Living Annuity benefit.

~~"Cost of Living Contributions" or "COL Contributions" means contributions by a Member over and above the Normal Contributions and Surviving Spouse or Domestic Partner Contributions, which are used to fund the Member's share of the COLA program.~~

~~"Cost of Living Pension" or "COL Pension" means the payment described below in § 0300(b)(4).~~

"Death While Eligible Benefit" means the benefit described below in §-0703(b).

"Deferred Member" means any vested Member who leaves the Member's Accumulated Contributions on deposit with this Plan after terminating Airport Authority employment and who does not yet meet the age and service requirements for a service retirement under Division 3 of this Plan. When a Deferred Member applies for retirement benefits, the Deferred Member is entitled, when eligible, for the retirement benefits in place on the date the Deferred Member left Airport Authority service, but not for any benefit enhancement adopted by the Airport Authority effective after the date on which the Deferred Member's employment with the Airport Authority was terminated.

"Distributee" means a recipient of a distribution as defined in §-1000(g)(1)(D) for purposes of the rollover rules under Internal Revenue Code ~~Section~~§-401(a)(31).

"Domestic Partner" means an individual who, along with a Member, meets the requirements for establishing a domestic partnership under ~~section~~§-297 *et seq.* of the California Family Code.

"DROP" means the Deferred Retirement Option Plan, which is an alternative method of benefit accrual described in Division 12.

"Employee Contributions" means the contributions made to the Trust Fund by each Member, equivalent to the Employee contribution rate established in §-0200 multiplied by the Member's Base Compensation.

"Employer Contributions" means the contributions made to the Trust Fund by the Airport Authority, as specified in §-0800, except for Employee Contributions which are picked-up pursuant to Internal Revenue Code ~~Section~~§-414(h) and §-0204 of this Plan.

"Final Average Salary" means Final Compensation divided by 12 for Classic Members and by 36 for PEPRAs Members.

"Final Compensation" for Classic Members means the Member's highest one-year period Base Compensation for any contiguous 26 bi-weekly pay periods while the Member was contributing to this Plan, but does not include any amounts paid to "cash-out" unused vacation time.

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"Final Compensation" for PEPRA Members means the PEPRA Member's highest three-year period Base Compensation earned by the PEPRA Member for the 36 consecutive months preceding his or her retirement or last separation from service, if earlier, or during any other period of at least 36 consecutive months during the PEPRA Member's applicable service that the PEPRA Member designates on the application for retirement.

"Full-time Employee" means an employee of the Airport Authority who works at least 20 hours per week and is not hired on a temporary basis. An employee will be deemed to have been hired on a temporary basis if, at the time that the Airport Authority hires the employee, the Airport Authority does not expect that the employment will exceed six months.

"Industrial Death Benefit" means the benefit described below in §-0704(b).

"Member" means any person employed by the Airport Authority who is actively participating in and contributing to this Plan, and who will be entitled to receive benefits from this Plan when eligible. There are three categories of Members: -Classic Members, Executive Members and PEPRA Members.

"Monthly Annuity" means the payment described below in §-0300(b)(2).

"Monthly Pension" means the payment described below in §-0300(b)(1).

"Monthly Retirement Allowance" means the payment described below in §-0300(b).

"PEPRA Member" means any person employed by the Airport Authority who is actively participating in and contributing to this Plan and who will be entitled to receive benefits from this Plan when eligible and who is any of the following: (i) an individual who becomes a member of SDCERS for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date; (ii) an individual who becomes a member of a SDCERS for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under section §-0401 of this Pplan and/or applicable Sstate law; or (iii) An individual who was an active member of any plan administered by SDCERS and who, after break in service of more than six months, returned to active membership in SDCERS.

"Normal Cost" means the annual actuarially determined normal cost for the plan of retirement benefits provided under the Plan and shall be established based on the actuarial assumptions used to determine the liabilities and costs as part of the annual actuarial valuation. The plan of retirement benefits for purposes of determining normal cost shall include any elements that would impact the actuarial determination of the normal cost, including, but not limited to, the retirement formula, eligibility and vesting criteria, ancillary benefit provisions, and any automatic cost-of-living adjustments, as well as Cost of Living Annuity benefits, as determined by the Administrator based on advice of -its Actuary.

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"Normal Contributions" means ~~contributions~~ Normal Cost contributions made by a Member used to fund the Member's share of the actuarial present value of ~~the~~ Plan benefits allocated to the current year.

"Participation and Administration Agreement" means the agreement between the Airport Authority and the Board providing for the administration of the Plan by the Board.

"Part-time Employee" means any employee of the Airport Authority who is not a Full-time Employee.

"Plan" means the retirement plan and trust created and adopted by the Airport Authority Board as set forth in this document, entitled "Amended and Restated San Diego County Regional Airport Authority Retirement Plan and Trust," as amended from time to time.

"Qualified Retiree" means a Retired Member who is eligible to receive the Annual Supplemental Benefit pursuant to §-1300(b).

"Retired Member" means a former Member who has retired from Airport Authority service and is currently receiving a Monthly Retirement Allowance from SDCERS.

"Retirement Calculation Factor" means the percent of Final Average Salary that a Member is entitled to receive for each year of Service Credit. The Member's Retirement Calculation Factor is determined by the Member's membership category and age at retirement. The Retirement Calculation Factors are set forth in §-0300(eg).

"SDCERS" means the San Diego City Employees' Retirement System.

"SDCERS Group Trust" means the group trust created by the SDCERS Board of Administration to serve as a common investment vehicle for the assets of SDCERS (i.e., the City Plan), this Plan and the plan of the San Diego Unified Port District.

"SDCERS Plan" means any SDCERS-administered retirement plan in which the Airport Authority Members participated prior to January 1, 2003, the original effective date of this Plan.

"Service Credit" means the years or partial years of service either purchased by a Member under Division 11 of this Plan or earned by a Member while the Member is employed by the City, the UPD, or the Airport Authority and contributing to this Plan or SDCERS, as applicable.

"Spouse" includes a registered ~~means a spouse or~~ Domestic Partner as defined above.

"Surplus Undistributed Earnings" means any investment earnings remaining in the Undistributed Earnings Reserve after the following items have been funded for the applicable year:

- (1) all Actuarial Accrued Liabilities for that year, as determined by the Actuary in accordance with the standards adopted by the Governmental Accounting Standards Board; and

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- (2) the budgeted expenses of operating this Plan for that year, as determined pursuant to the Participation and Administration Agreement.

"Surviving Spouse or Domestic Partner Benefit" means the benefit paid to a Retired Member's Domestic Partner or surviving spouse under §-0600(c) of this Plan.

"Surviving Spouse or Domestic Partner Contributions" means contributions by a Member, used to fund the Member's share of the cost of the continuance to the Member's surviving spouse or Domestic Partner provided for below under §-0600 of this Plan.-

"Trust Fund" means the trust fund created herein to hold the assets of this Plan.

"Trustee" means the Board of Administration of the San Diego City Employees' Retirement System.

"Undistributed Earnings Reserve" means the balance remaining in the account to which this Plan's earnings are credited, after the annual distribution to all other reserve accounts in accordance with interest assumption rates established by the Administrator, plus accumulated earnings that have not been so distributed.

"UPD" means the San Diego Unified Port District.

§0103 Participation

A Full-time Employee must participate in this Plan as a condition of employment. A Part-time Employee is not eligible to participate in this Plan. The Airport Authority may hire a retired City, UPD, or Airport Authority employee if the requirements of §-0103.5 are met, but the employee is not eligible to participate in this Plan as a Member while the employee is receiving retirement benefits from this Plan. The Airport Authority, in its sole discretion, will determine whether any person is a Full-time Employee or a Part-time Employee. This determination will be conclusive and binding for all purposes under this Plan.

§0103.5 Working 0103.5 -Working After Retirement

(a) The Airport Authority may not hire a retired City, UPD, or Airport Authority employee for compensation while the employee is receiving retirement benefits from this Plan, except as permitted herein. A retired SDCERS Member may be hired for compensation by the Airport Authority if necessary during an emergency to prevent stoppage of public business or because the retired person has skills needed to perform work of limited duration and all of the following apply:

- (1) The rehire occurs no earlier than 180 days following the effective date of the employee's retirement from City, UPD, or Airport Authority SDCERS unless, before the end of the 180 days referenced above, the rehire is approved by the Airport Authority's governing board ("Authority Airport Board") in a public meeting;

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- (2) The approval of the rehire is not part of a consent agenda; and
- (3) The Airport Authority~~airport~~ Board finds and certifies that the rehire is necessary to fill a critically needed position within the 180-day day time period. ~~and~~
- (b) Notwithstanding subdivision (a), a Member who accepted a retirement incentive upon retirement shall not be eligible to be rehired for compensation pursuant to this section for a period of 180 days following the date of retirement.
- (c) Notwithstanding subdivision (a), if within the 12-month period prior to the rehire of a retiree who received any unemployment insurance compensation arising out of prior employment with an SDCERS plan sponsor, then the retiree is not eligible for rehire for compensation. A retiree must certify in writing to the ~~Airport~~Airport Authority upon accepting an offer of employment that he or she is in compliance with this requirement. A copy of that written certification must be provided to the Administrator of this Plan. A retired person who accepts employment after receiving unemployment compensation as described in this subdivision may not be paid for any service rendered as an employee of the Airport Authority on or after the last day of the current pay period and shall not be eligible to receive compensation as an employee of the ~~Airport~~Airport Authority for a period of 12 months following the last day of pay.
- (d) Employees who are rehired subject to the provisions of §-0103.5(a) of this Plan may not exceed a total of 960 hours in a fiscal year. The rate of pay for any such rehired employee shall not be less than the minimum, nor more than the maximum, paid by the employer to other employees performing comparable duties, divided by 173.333, to equal an hourly rate. Such rehired employee shall acquire no service credit or other retirement rights under this Plan with respect to such employment.
- (a)(e) A rehired retiree whose employment does not meet the qualifications of this section shall have his or her retirement benefit suspended during the term of employment. The retirement benefit shall not be reinstated until the retiree ceases employment with the ~~Airport~~Airport Authority. Retirement benefits suspended pursuant to this section are not subject to repayment when the benefit is reinstated.

§0104 Severability

If a court of competent jurisdiction holds that any part of this Plan is unconstitutional or invalid for any reason, that holding will not affect the validity of the remainder of this Plan.

§0105 Trust Fund and Participation in SDCERS Group Trust

- (a) Establishment of Trust Fund: The Trust Fund is hereby established to hold the assets of this Plan for the exclusive benefit of the Members, the Retired Members and the Beneficiaries thereof.

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- (b) Trust Fund Purpose: The Trust Fund is maintained solely to provide benefits and pay expenses under this Plan.
- (c) Appointment of Trustee: The Board will serve as the trustee of the Trust Fund.
- (d) Powers of the Trustee: In administering the Trust Fund, the Trustee has the power in its discretion and subject to its fiduciary duties as trustee of this qualified governmental pension plan:
 - (1) To exercise, or to refrain from exercising, all voting rights with respect to any stocks, bonds or other securities, and to grant general or special proxies or powers of attorney with or without power of substitution, whether discretionary or otherwise, and to enter into any voting trust or similar agreement;
 - (2) To register and hold any investment in the name of the Trustee, in the name of one or more of their nominees or in the name of one or more nominees of any system for the central handling of securities, with or without indication of the capacity in which the investment is held, and to hold any investment in bearer form, but the books and records of this Plan will at all times show that such investments are part of the Trust Fund;
 - (3) To collect and receive any and all money and other property due to the Trust Fund and to give full discharge therefor;
 - (4) To employ suitable agents, counsel, and investment managers and to pay their reasonable expenses and compensation from the Trust Fund;
 - (5) To settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the Trust, to commence or defend suits or legal proceedings to protect any interest of the Trust, and to represent the Trust in all suits or legal proceedings in any court or before any other body or tribunal;
 - (6) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted; and
 - (7) Generally, to do all acts, whether or not expressly authorized, which the Trustee may deem necessary or desirable for the protection of the Trust Fund. However, the Trustee will operate in compliance with Internal Revenue Code **Section** § 503(b).
- (e) Trustee and Investment Expenses: The expenses incurred by the Trustee in the performance of its duties, including fees for legal services rendered to the Trustee, and all other proper charges and disbursements of the Trustee, will be paid by the Airport Authority only as provided in the Participation and Administration Agreement. Expenses allocable to the Airport Authority under this subsection will be determined solely as

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provided in the Participation and Administration Agreement. All taxes of any and all kinds whatsoever that may be levied or assessed under existing or future laws upon or in respect of the Trust Fund or the income thereof will be paid from the Trust Fund unless the Airport Authority elects to pay such expenses.

- (f) Counsel: The Trustee may consult with appropriate subject matter counsel and will be fully protected in acting upon the advice of counsel.
- (g) Limitations of Responsibility and Indemnification: The Trustee's responsibilities and liabilities are subject to the following limitations:
 - (1) The Trustee has no duties other than those expressly set forth in this Plan and those imposed on the Trustee by applicable laws.
 - (2) The Trustee will be responsible only for money and property actually received by the Trustee.
 - (3) The Trustee has no duty to make recommendations concerning actions to be taken hereunder or to question the propriety of any action they have been directed to take hereunder with respect to matters falling within the jurisdiction of the Airport Authority, to the extent that the action is consistent with this Plan.
 - (4) The Trustee will not be required to give any bond or other obligation to secure the due performance of the Trust by the Trustee, unless required by law.
 - (5) The Trustee has no liability for the acts or omissions of any predecessors or successors in office.
 - (6) The Trustee has no liability for following directions that are given to the Trustee in accordance with this Plan.
- (h) Adoption of SDCERS Group Trust: Pursuant to the Participation and Administration Agreement, the SDCERS Group Trust is hereby adopted as part of this Plan.
- (i) Transfer of Funds to SDCERS Group Trust: In accordance with this Plan and the SDCERS Group Trust, the Administrator may, from time to time, transfer funds of this Plan to and from the SDCERS Group Trust.

§0106 Plan Year

The plan year begins on July 1 of each year and ends on the following June 30.

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DIVISION 2: EMPLOYEE CONTRIBUTIONS

§0200 Employee Contributions

Employee Contributions rates are based on the Member's age at the Member's nearest birthday on the Member's date of entry into this Plan.

§0201 Adoption of Employee Contribution Rates

The Administrator, based upon the advice of the Actuary, will periodically adopt by Board Rule the rate of contribution of each Member, according to such Member's age at the time of entry into this Plan, in compliance with federal law. These rates will be contained in the operating tables furnished to the Administrator by the Actuary. The Board Rules adopted by the Administrator under this section are incorporated by reference into this Plan document and are effective beginning January 1, 2003, in accordance with their terms. Commencing October 1, 2013, PEPRAs Member rates must be at least 50% of the Normal Cost of all benefits except Cost of Living Annuity benefits, rounded to the nearest quarter of 1%; but may be more than 50% if the increase has been agreed to through the collective bargaining process subject to the conditions set forth in Government Code §-7522.30(e).; Notwithstanding §-0800 of this Plan, once established, the Employee Ceontributions rate shall not be adjusted on account of a change to the Normal Cost rate unless the Normal Cost rate increases or decreases by more than 1 percent of payroll above or below the Normal Cost rate in effect at the time the Eemployee Ceontributions rate is first established or, if later, the Normal Cost rate in effect at the time of the last adjustment to the Employee Ceontributions rate.

§0202 Maximum and Minimum Employee Contribution Rates

The minimum Employee Contribution rate is the rate for a Member entering this Plan at age 20. The maximum Employee Contribution rate is the rate for a Member entering this Plan at age 59.

§0202.5 — Cost of Living ~~OL~~ Annuity Contribution

Each Classic Member must pay Cost of Living Annuity Contributions, in addition to their Normal Contributions and their Surviving Spouse Contributions. Until adjusted by the Board upon recommendation of the Actuary, the Cost of Living Annuity Contributions are 20% of the sum of the Classic Member's Normal Cost Contributions plus the Classic Member's Surviving Spouse Contributions.

Provided that the conditions set forth in Government Code §-7522.30(e) are met, commencing October 1, 2013, each PEPRAs Member must pay Cost of Living Annuity Contributions in addition to their Normal Cost Contributions and ~~, including~~ their Surviving Spouse Contributions. Until adjusted ~~y~~by the Board upon recommendation of the Actuary, the Cost of Living Annuity contributions are 20% of the sum of PEPRAs Member's Normal Cost Contributions plus the PEPRAs Member's Surviving Spouse Contributions.;

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Upon retirement, the System Plan will pay a Cost of Living Annuity, as provided in § 0300(c)(3), to Members who have made Cost of Living Annuity Contributions.

§0203 Employee Contributions Deducted by Airport Authority

Employees' Contributions are deducted by the Airport Authority and transferred to the Administrator on a bi-weekly basis for crediting to each Member's account in this Plan.

§0204 Pick-Up of Employee Contributions

The Airport Authority will pick-up a portion of Employee Contributions as permitted by Internal Revenue Code ~~Section~~ § 414(h)(2). The adoption of this restated Plan constitutes official action, in accordance with Revenue Ruling 2006-43 and any subsequent Internal Revenue Service guidance, evidencing the pick-up of contributions prospectively and the prior pick-up of contributions on and after January 1, 2003, the effective date of the Plan. The Airport Authority hereby specifies that the contributions, although designated as employee contributions, are being paid by the Airport Authority. The Airport Authority is duly authorized to take this action as required to pick-up contributions. On and after the date of the pick-up, the Airport Authority will not permit a Member to have a cash or deferred election right (within the meaning of Treasury Regulation § 1.401(k)-1(a)(3)) with respect to designated employee contributions, which includes not having the option of receiving the amounts directly instead of having them paid to the Plan. This section shall not be construed to allow the Airport Authority to offset any portion of a Member's required Employee Contributions in contravention of the Public Employees' Pension Reform Act of 2013 ("PEPRA").

§0205 Withdrawal of Accumulated Contributions and Deferred Retirement Benefits

- (a) If a Member's employment with ~~terminates the~~ Airport Authority is terminated employment, other than by death or retirement, the Member may withdraw the Member's Accumulated Contributions.
- (b) If the Member has less than 5 years of Service Credit, the Member may leave all of the Member's Accumulated Contributions with this Plan to:
 - (1) maintain Service Credit if the Member is re-employed by the Airport Authority at a later date, or
 - (2) establish reciprocity with a reciprocal agency.
- (c) If the Member has 5 or more years of Service Credit but does not yet meet the age and service requirements for a service retirement, then the Member may become a Deferred Member by leaving his or her Accumulated Contributions with this Plan. Subject to the provisions of Division 4 below, a Deferred Member is eligible to retire when the Deferred Member meets the age and service requirements in place when the Deferred Member left Airport Authority employment, and will receive the level of benefits in place on the day the Deferred Member terminated Airport Authority service.

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§0206 Termination of Benefits

Any Member who withdraws the Member's Accumulated Contributions from this Plan is deemed to have knowingly stopped participating in this Plan, and will be ineligible for any rights, privileges or benefits from this Plan.

DIVISION 3: RETIREMENT FOR SERVICE

§0300 Member Retirement Allowance

(a) Classic Members are eligible for a service retirement at:

- (1) age 55 with 20 or more years of Service Credit, or
- (2) age 62 with 5 or more years of Service Credit.

(b) PEPRA Members are eligible for a service retirement at:

- ~~(2)~~(1) age 52 with 5 or more years of Service Credit.

~~(b)~~(c) This Plan will pay to a Member who retires on a service retirement a Monthly Retirement Allowance, which consists of the sum of:

- (1) the Monthly Pension (the pension derived from the Airport Authority's contributions that is sufficient, when added to the Monthly Annuity, to equal the Basic Allowance);
- (2) the Monthly Annuity (a payment that is the Actuarial Equivalent of the Member's Accumulated Normal Contributions at the time of the Member's retirement);
- (3) the Cost of Living Annuity (the lifetime payment derived from the Member's COL Annuity Contributions, which is added to the Member's Basic Allowance, and calculated by computing the Actuarial Equivalent of the Member's Accumulated Cost of Living Annuity Contributions); and
- (4) the Cost of Living Adjustment (the COL Pension (the Member's total accumulated Cost of Living Adjustments described below in §1301)).

~~(e)~~(d) The Basic Allowance is calculated as follows:

- (1) determine the Retirement Calculation Factor that corresponds to the Member's membership category and age at retirement (as shown in the tables in this section entitled "Retirement Calculation Factors"), then multiply the result by the Member's years or partial years of Service Credit to arrive at the "Member's Retirement Percentage";

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- (2) multiply 2/3 of the Member's Retirement Percentage by \$400;
- (3) as a separate calculation, subtract \$400 from the Member's Final Average Salary, and multiply the result by the Member's Retirement Percentage;
- (4) add the resulting numbers from subsections (2) and (3) to arrive at the Member's Basic Allowance.

(d)(e) An **Classic** Member who is an Andrecht-Covered Member may choose, at the time of the Member's retirement (or at the commencement of the Member's DROP participation), to have the Member's Basic Allowance calculated using one of the following alternatives:

- (1) the Retirement Calculation Factors in effect under the SDCERS Plan on December 31, 2001 (as shown in the table below), with a 10% increase to the Member's Final Average Salary;
- (2) the Retirement Calculation Factors in effect under the SDCERS Plan on January 1, 2002 (as shown in the table below), with no increase to the Member's Final Average Salary; or
- (3) the Retirement Calculation Factors in effect on April 1, 2004 (as shown in the table below), with no increase to the Member's Final Average Salary.

(f) Every **Classic** Member who is not an Andrecht-Covered Member will have the Member's Basic Allowance calculated using the Retirement Calculation Factors in effect on April 1, 2004, with no increase to the Member's Final Average Salary.

(e)(g) When calculating the Member's retirement benefit, the following Retirement Calculation Factors Tables apply:

RETIREMENT CALCULATION FACTORS
CLASSIC MEMBERS

Retirement Age	Retirement Factor Effective 12/31/2001	Retirement Factor Effective 01/01/2002	Retirement Factor Effective 4/01/2004
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55.00	2.00%	2.25%	2.500%
55.25	2.00%	2.25%	2.525%
55.50	2.00%	2.25%	2.550%
55.75	2.00%	2.25%	2.575%
56.00	2.00%	2.25%	2.600%
56.25	2.00%	2.25%	2.625%
56.50	2.00%	2.25%	2.650%
56.75	2.00%	2.25%	2.675%

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RETIREMENT CALCULATION FACTORS
CLASSIC MEMBERS

Retirement Age	Retirement Factor Effective 12/31/2001	Retirement Factor Effective 01/01/2002	Retirement Factor Effective 4/01/2004
57.00	2.00%	2.25%	2.700%
57.25	2.00%	2.25%	2.725%
57.50	2.00%	2.25%	2.750%
57.75	2.00%	2.25%	2.775%
58.00	2.00%	2.25%	2.800%
58.25	2.02%	2.25%	2.825%
58.50	2.04%	2.25%	2.850%
58.75	2.06%	2.25%	2.875%
59.00	2.08%	2.25%	2.900%
59.25	2.10%	2.2625%	2.925%
59.50	2.12%	2.275%	2.950%
59.75	2.14%	2.2875%	2.975%
60.00	2.16%	2.30%	3.000%
60.25	2.18%	2.3125%	3.000%
60.50	2.20%	2.325%	3.000%
60.75	2.22%	2.3375%	3.000%
61.00	2.24%	2.35%	3.000%
61.25	2.2575%	2.3625%	3.000%
61.50	2.2750%	2.375%	3.000%
61.75	2.2925%	2.3875%	3.000%
62.00	2.31%	2.40%	3.000%
62.25	2.33%	2.4125%	3.000%
62.50	2.35%	2.425%	3.000%
62.75	2.37%	2.4375%	3.000%
63.00	2.39%	2.45%	3.000%
63.25	2.41%	2.4625%	3.000%
63.50	2.43%	2.475%	3.000%
63.75	2.45%	2.4875%	3.000%
64.00	2.47%	2.50%	3.000%
64.25	2.49%	2.5125%	3.000%
64.50	2.51%	2.525%	3.000%
64.75	2.53%	2.5375%	3.000%
65+	2.55%	2.55%	3.000%

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RETIREMENT CALCULATION FACTORS
PEPRA MEMBERS

<u>Retirement Age</u>	<u>Retirement Factor Effective 01/01/13</u>
<u>52.00</u>	<u>1.000%</u>
<u>52.25</u>	<u>1.025%</u>
<u>52.50</u>	<u>1.050%</u>
<u>52.75</u>	<u>1.075%</u>
<u>53.00</u>	<u>1.100%</u>
<u>53.25</u>	<u>1.125%</u>
<u>53.50</u>	<u>1.150%</u>
<u>53.75</u>	<u>1.175%</u>
<u>54.00</u>	<u>1.200%</u>
<u>54.25</u>	<u>1.225%</u>
<u>54.50</u>	<u>1.250%</u>
<u>54.75</u>	<u>1.275%</u>
<u>55.00</u>	<u>1.300%</u>
<u>55.25</u>	<u>1.325%</u>
<u>55.50</u>	<u>1.350%</u>
<u>55.75</u>	<u>1.375%</u>
<u>56.00</u>	<u>1.400%</u>
<u>56.25</u>	<u>1.425%</u>
<u>56.50</u>	<u>1.450%</u>
<u>56.75</u>	<u>1.475%</u>
<u>57.00</u>	<u>1.500%</u>
<u>57.25</u>	<u>1.525%</u>
<u>57.50</u>	<u>1.550%</u>
<u>57.75</u>	<u>1.575%</u>
<u>58.00</u>	<u>1.600%</u>
<u>58.25</u>	<u>1.625%</u>
<u>58.50</u>	<u>1.650%</u>
<u>58.75</u>	<u>1.675%</u>
<u>59.00</u>	<u>1.700%</u>
<u>59.25</u>	<u>1.725%</u>
<u>59.50</u>	<u>1.750%</u>
<u>59.75</u>	<u>1.775%</u>
<u>60.00</u>	<u>1.800%</u>
<u>60.25</u>	<u>1.825%</u>
<u>60.50</u>	<u>1.850%</u>

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<u>RETIREMENT CALCULATION FACTORS</u> <u>PEPRA MEMBERS</u>	
<u>Retirement Age</u>	<u>Retirement Factor Effective 01/01/13</u>
<u>60.75</u>	<u>1.875%</u>
<u>61.00</u>	<u>1.900%</u>
<u>61.25</u>	<u>1.925%</u>
<u>61.50</u>	<u>1.950%</u>
<u>61.75</u>	<u>1.975%</u>
<u>62.00</u>	<u>2.000%</u>
<u>62.25</u>	<u>2.025%</u>
<u>62.50</u>	<u>2.050%</u>
<u>62.75</u>	<u>2.075%</u>
<u>63.00</u>	<u>2.100%</u>
<u>63.25</u>	<u>2.125%</u>
<u>63.50</u>	<u>2.150%</u>
<u>63.75</u>	<u>2.175%</u>
<u>64.00</u>	<u>2.200%</u>
<u>64.25</u>	<u>2.225%</u>
<u>64.50</u>	<u>2.250%</u>
<u>64.75</u>	<u>2.275%</u>
<u>65.00</u>	<u>2.300%</u>
<u>65.25</u>	<u>2.325%</u>
<u>65.50</u>	<u>2.350%</u>
<u>65.75</u>	<u>2.375%</u>
<u>66.00</u>	<u>2.400%</u>
<u>66.25</u>	<u>2.425%</u>
<u>66.50</u>	<u>2.450%</u>
<u>66.75</u>	<u>2.475%</u>
<u>67+</u>	<u>2.500%</u>

(f)(h) The Retirement Calculation Factor is used to calculate the Basic Allowance. If the Member elects one of the optional retirement settlements described in Division 6, the Member will receive a reduced Monthly Retirement Allowance. If a Member's Basic Allowance is calculated using the Retirement Calculation Factors in effect on April 1, 2004 (as shown in the table above), then the Member's Basic Allowance may not exceed 90% of the Member's Final Average Salary. However, the 90% cap does not apply to:

- (1) any Executive Member (as defined below) hired or appointed before January 1, 2013; or

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- (2) any Member whose Basic Allowance is calculated pursuant to §-0300(d)(1) or §-0300(d)(2).
- (i) ~~Notwithstanding anything to the contrary in this section, the Retirement Calculation Factor is 3.00% at a retirement age of 55 or older for the following Classic Members who hold one of the following positions (collectively, "Executive Classic Members"): the Airport Authority's President & Chief Executive Officer, General Counsel, Chief Auditor and Vice Presidents; and members of the Airport Authority's executive committee appointed pursuant to Section § 170028 of the California Public Utilities Code. The Retirement Calculation Factor for Members holding one of these positions who do not qualify as Classic Members (collectively "Executive PEPRA Members") will be the factors according to age at retirement listed in the PEPRA Members Table in the preceding section.~~
- (j) ~~Notwithstanding anything to the contrary in this section, an Executive Classic Member or Executive PEPRA Member who on or after January 1, 2013 changes membership categories under this Plan will receive a blended benefit as described in §-0400 of this Plan. An Executive Classic Member or Executive PEPRA Member who enters into that membership category on or after January 1, 2013 shall not receive a retroactive upgrade of prior Service Credit.~~
- (k) ~~Base Compensation for calculation of a PEPRA Member's Basic Allowance may not exceed 100% of the contribution and benefit base specified in Section §-430(b) of Title 42 of the United States Code on January 1, 2013. Notwithstanding this limitation, a PEPRA Member's Base Compensation will be adjusted following each actuarial valuation based on changes to the Consumer Price Index for All Urban Consumers effective annually on January 1 following the annual valuation. This provision is subject to modification from year to year with regards to all Members subject to this provision except that no modification made may result in a decrease in benefits accrued prior to the effective date of the modification.~~
- (l) ~~Any enhancement to a Member's retirement formula or retirement benefit adopted on or after January 1, 2013, shall apply only to service performed on or after the operative date of the enhancement and shall not be applied to any service performed prior to the operative date of the enhancement. For purposes of this section, the operative date of an enhancement shall have the same meaning as set forth in California Government Code section §-7522.44(c).~~

DIVISION 4: BLENDED BENEFITS AND RECIPROCITY

§0400 Blended Benefits

- (a) This section applies ~~when the Administrator of this Plan is the Board and~~ when a Member has Service Credit with more than one plan administered by SDCERS and which are participating in the SDCERS Group Trust.
- ~~(a)(b)~~ This section also applies when a Member has Service Credit in more than one membership category as a result of a change in categories occurring on or after January 1, 2013 as a result of movement to or from one of the positions defined as an Executive Member.
- ~~(b)(c)~~ Retirement Service Calculation: The Administrator will calculate the Basic Allowance of a Member who has Service Credit in more than one membership category as described in the preceding paragraph and/or with more than one SDCERS-administered plan, and who retires simultaneously from all such membership categories or plans, as follows:
- (1) The Administrator will determine the Member's service calculation separately for each membership category and/or each SDCERS-administered plan category using:
 - ~~(A)~~ the Retirement Calculation Factor for each plan in effect when the Member retires from this Plan;~~and~~
 - ~~(A)(B)~~ the Retirement Calculation Factor for each membership category in effect during the time Service Credit was earned or purchased while in that membership category; and
 - ~~(B)(C)~~ except as provided in §0300(j)-(l), above, pertaining to PEPRAs Members, the Member's highest one-year-of-compensation-Final Average Compensation pursuant to the terms of any applicable plan during Membership in the Retirement System which is then applied to all Membership service credit earned while a Member of this Plan or any other SDCERS-administered plan.
 - ~~(C)(D)~~ The Administrator will then add together the separate service calculations to arrive at the Member's Basic Allowance.
 - (2) If ~~the-a~~ Member becomes disabled and qualifies for a disability retirement, the Administrator will compute the Member's retirement benefit using the formula in effect for the SDCERS plan of the plan sponsor in which the Member was actively participating at the time the disabling injury occurred. Members awarded a disability retirement who qualify for the higher service retirement allowance will have their retirement benefit calculated in accordance with paragraph (c)(1) above.

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(e)(d) Vesting and Eligibility:

- (1) The Member may combine the Member's Service Credit with the Sservice Ccredit of all other membership categories and/or SDCERS-administered plans, to satisfy the vesting requirements for each. The Member must satisfy the age and vesting requirements for each plan from which the Member is retiring, based upon the Member's combined Service Credit.
- (2) The Member's entry age at the time the Member originally enrolled in a SDCERS-administered plan will remain in effect when the Member moves among membership categories and/or SDCERS-administered plans, provided there is no break in service and the Member leaves the Member's contributions on account with each such plan.

(e)(e) Purchasing Service Credit:

- (1) The Administrator will calculate the cost to purchase Service Credit under the provisions of §-1103 based upon the Member's salary, membership category and employer at the time of application.
- (2) The Administrator will calculate the cost of all other purchases of Service Credit using the Member's current salary and the set cost for the category of service being purchased in effect on the date of application.

(e)(f) Limitation on Calculation of Service: Notwithstanding any other provision herein, service reflecting any specific period of employment may only be used to calculate benefits under one SDCERS-administered plan.

(e)(g) Actuarial Liability: Beginning with the actuarial valuation for the fiscal year beginning July 1, 2007, the normal cost to the Airport Authority for a Member receiving a blended benefit pursuant to this section will be based solely on the Member's employment with the Airport Authority and will not result in additional actuarial liability or cost based upon the Member's other employment.

§0401 Reciprocal Benefits with the California Public Employees' Retirement System

- (a) Reciprocity: For the purpose of expediting the conclusion of reciprocal agreements with the California Public Employees' Retirement System ("PERS") or other public agencies maintaining independent retirement systems, and to avoid problems in interpretation that may arise from a great variation in reciprocal provisions, the Board of Administration for PERS recommends the adoption of the reciprocal provisions set forth in subsection (b) of this section into the retirement ordinances or plans of public agencies desiring to enter into a reciprocal agreement with PERS or other public agencies. By its adoption of this Plan, the Airport Authority Board adopts the Uniform Reciprocal provisions contained in (b) of this section.

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- (b) Uniform Reciprocal Provisions: The purpose of these reciprocal provisions is to extend to the members of other public agency retirement systems (hereinafter "reciprocal system") which adopt similar reciprocal provisions into their retirement ordinances or plans pursuant to ~~Section§-§§~~ 20351, 20353, 31840.2 and 45310.5 of the California Government Code, and who by contract agree to extend the benefits thereof to this Plan, the following rights in this Plan, provided such members enter into employment under this Plan or the reciprocal system within six months of terminating his employment under such other system or this Plan:
- (1) Notwithstanding any provisions of this Plan or a reciprocal system plan in the matter of vesting, a Member whose movement between systems and/or plans occurs as herein specified will have the right to elect to leave his accumulated contributions on deposit irrespective of the amount of such contributions or the length of service credited to him.
 - (2) The age of entry for a person entering this Plan for purposes of fixing Member contribution rates from a reciprocal system will be his age at entry into such reciprocal system.
 - (3) The average monthly salary during any period of service as a member of a reciprocal system will be considered compensation earnable by a Member of this Plan for purposes of computing Final Average Salary for such Member, provided he or she retires concurrently under both systems and/or plans and is credited with such period of service under the reciprocal system at the time of retirement.
 - (4) Service, solely for purposes of meeting minimum service qualifications for benefits and retirement allowances under this Plan, will also include service rendered as an officer or employee of a reciprocal system if the salary for such service constitutes compensation earnable by a Member of this Plan.
 - (5) A Member will be retired for disability and receive a retirement allowance based on the service credited to him or her at the time of retirement during any period in which he or she receives a disability retirement allowance under a reciprocal system; provided, that such allowance will not exceed an amount which when added to the allowance paid under the reciprocal system equals the allowance which would be paid for a non-industrial disability if all the Member's service had been credited under the reciprocal system; and provided further, that such allowance will in no event be less than an Annuity which is the Actuarial Equivalent of the Member's contributions, whether or not the disability is for industrial reasons.
 - (6) The death benefit for a Member who dies from non-industrial causes as a member of a reciprocal system will not exceed an amount which when added to the death benefit paid for such Member under the reciprocal system equals the maximum death benefit payable under that system; provided, however, that such death

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benefit will be at least the amount of the Accumulated Contributions; and, provided further, that if death is caused by industrial injury or disease in the reciprocal system the death benefit will be the amount of the Member's Accumulated Contributions.

- (7) Upon the request of a reciprocal system, the Administrator will supply information and data necessary for administration of such system as it is affected by participation in and service credited under this Plan.
- (8) Interpretation of these provisions will be made with reference to interpretations that have been made relative to the Public Employees' Retirement System - 1937 Act County Employees' Retirement reciprocal provisions on which they are based.
- (9) These provisions will apply only to a Member whose termination and entry into employment resulting in a change in participation from this Plan to such other system or from such other system to this Plan occurred after such acceptance by the Administrator after the effective date specified in the agreement between SDCERS and PERS, which is June 25, 1992; provided, however, that provisions relating to computation of Final Average Salary will apply to any other Member if such provision would have applied had the termination and entry into employment occurred after such acceptance or determination by a system's governing board.
- (10) Rights under this Plan will be modified as necessary to conform to amendments to the Public Employees' Retirement Law or the County Employees' Retirement Law of 1937 as provided in **Section §-20353** of the California Government Code.

DIVISION 5: DISABILITY RETIREMENTS

§0500 Industrial Disability Retirement

- (a) A Member who joined the SDCERS Plan before September 3, 1982, will receive an industrial disability retirement if:
 - (1) the Member is permanently incapacitated from the performance of the Member's duties with the Airport Authority,
 - (2) the permanent incapacity was caused primarily by Airport Authority employment, and
 - (3) the permanent incapacity renders the Member's retirement from Airport Authority employment necessary.
- (b) A Member who enrolled in the SDCERS Plan or this Plan on or after September 3, 1982, will receive an industrial disability retirement if:

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- (1) the Member is permanently incapacitated from the performance of the Member's duties with the Airport Authority,
 - (2) the permanent incapacity was caused primarily by Airport Authority employment,
 - (3) the permanent incapacity renders the Member's retirement from Airport Authority employment necessary, and
 - (4) the permanent incapacity did not arise from a preexisting medical condition or a nervous or mental disorder.
- (c) A pre-existing medical condition is any medical condition that occurred or existed before the Member joined the SDCERS Plan or this Plan.

§0501 Computing an Industrial Disability Benefit for a Member

- (a) The industrial disability retirement benefit for a Member is a disability retirement allowance equal to 33 $\frac{1}{3}$ % of the Member's Final Compensation, plus an annuity which is the actuarial equivalent of the Member's Accumulated Cost of Living Annuity Contributions and, if applicable under §-0600(c)(2), an annuity based on the Member's Accumulated Surviving Spouse or Domestic Partner Contributions credited to the Member's account at retirement, paid in monthly installments. But, if the Member is eligible for a service retirement, and the Member's service retirement allowance would be greater than the Member's industrial disability retirement allowance, the Member will receive:
- (1) a disability retirement allowance equal to 33 $\frac{1}{3}$ % of the Member's Final Compensation, paid in monthly installments, plus
 - (2) an additional allowance equal to the difference between the industrial disability retirement allowance and the service retirement allowance the Member has earned.
- (b) An industrial disability retirement allowance is derived from an Annuity based on that Member's Accumulated Normal Contributions, plus an annuity which is the actuarial equivalent of the Member's Accumulated Cost of Living Annuity Contributions and, if applicable under §-0600(c)(2), an annuity based on the Member's Accumulated Surviving Spouse or Domestic Partner Contributions credited to the Member's account at retirement, and a disability retirement pension derived from contributions of the Airport Authority.

§0502 Non-Industrial Disability Retirement

A Member will receive a non-industrial disability retirement if:

- (a) the Member has at least 10 years of Service Credit,

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- (b) the Member is permanently incapacitated from the performance of the Member's duties with the Airport Authority,
- (c) the permanent incapacity renders the Member's retirement from Airport Authority employment necessary, and
- (d) the permanent incapacity was not caused primarily by willful misconduct or a violation of the law.

§0503 Computing a Non-Industrial Disability Benefit for a Member

The non-industrial disability retirement benefit for a Member is the highest of the following:

- (a) an allowance equal to 33⅓% of the Member's Final Compensation, paid in monthly installments, plus an annuity which is the actuarial equivalent of the Member's Accumulated Cost of Living Annuity Contributions and, if applicable under §0600(f)(2), an annuity based on the Member's Accumulated Surviving Spouse or Domestic Partner Contributions credited to the Member's account at retirement,
- (b) an allowance equal to 90% of 1/60th of the Member's Final Compensation multiplied by the Member's years of Service Credit, paid in monthly installments, plus an annuity which is the actuarial equivalent of the Member's Accumulated Cost of Living Annuity Contributions and, if applicable under §-0600(f)(2), an annuity based on the Member's Accumulated Surviving Spouse or Domestic Partner Contributions credited to the Member's account at retirement, or
- (c) the Member's service retirement allowance, if the Member is eligible to retire for service.

§0504 Periodic Physical Exams of Disability Retirees

The Administrator may establish Board Rules and procedures providing for periodical physical examination of any Member who is receiving disability retirement allowance. If the Administrator determines that the Member is no longer disabled, at any time before the Member reaches normal retirement age, the Administrator may discontinue the Member's disability retirement allowance.

DIVISION 6: OPTIONAL SETTLEMENTS AND SURVIVOR BENEFITS

§0600 Surviving Spouse or Domestic Partner Contribution Rates and Benefits

- (a) Every Classic Member will make Surviving Spouse or Domestic Partner Contributions as part of the Classic Member's Employee Contributions. The Plan will calculate the Surviving Spouse or Domestic Partner Contributions as 7.56% of Employee Contributions, or such other percentage as determined by the Administrator.

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(a)(b) Every PEPRA Member will make Surviving Spouse or Domestic Partner Contributions as part of the PEPRA Member's Normal Cost Contributions under §0-201. The Plan will calculate the Surviving Spouse or Domestic Partner Contributions as 50% of the normal cost of Surviving Spouse or Domestic Partner Benefits payable under this §0-600.

(b)(c) The Plan will pay the Accumulated Surviving Spouse or Domestic Partner Contributions to the Member or the Member's Beneficiary if the Accumulated Normal Contributions are paid either under the Active Death Benefit (as defined below) or because the Member withdraws the Member's Accumulated Contributions.

(e)(d) When a Retired Member dies, this Plan will pay to the Retired Member's surviving spouse or Domestic Partner a monthly allowance equal to 50% of the Retired Member's Monthly Retirement Allowance if:

- (1) the Retired Member designated the spouse or Domestic Partner as Beneficiary,
- (2) the surviving spouse was married to the Retired Member, or the Domestic Partner met the definitional requirements contained in §-0102, on the date the Retired Member retired, and
- (3) the Retired Member's Monthly Retirement Allowance was the maximum monthly benefit, and was not modified under Optional Settlement 1, 2, 3 or 4 or the Social Security Integrated Option.

(e)(e) The Plan will not pay any benefits under this section if the surviving spouse or Domestic Partner receives the Industrial Death Benefit (described below in §-0704) or Death While Eligible Benefit (described below in §-0703).

(e)(f) If, at the time of retirement, a Member who has selected the maximum benefit does not have a surviving spouse or Domestic Partner who is eligible for benefits under this section, this Plan will either:

- (1) pay the Member the Accumulated Surviving Spouse or Domestic Partner Contributions in lump sum, or
- (2) use these Surviving Spouse or Domestic Partner eContributions to provide a larger Monthly Retirement Allowance.

§0601 Election and Change of Retirement Optional Settlement

Instead of receiving the maximum monthly benefit, a Member may elect to receive a modified retirement allowance under Optional Settlement 1, 2, 3 or 4 or the Social Security Integrated Option. The Member's election must be made before the Member cashes the Member's first retirement allowance check, but no longer than thirty days after receipt of such check.

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§0602 Optional Settlement 1

- (a) If a Member selects Optional Settlement 1, this Plan will pay the Member a reduced Monthly Retirement Allowance until the Member's death. If the Member dies before receiving in annuity payments the amount of the Member's Accumulated Contributions at retirement, this Plan will pay the balance to the Member's Beneficiary or estate.
- (b) At the time of a Member's retirement, any Member who selects Optional Settlement 1 must direct the Administrator of this Plan, in writing, to pay the Accumulated Contributions remaining at the Member's death to the Member's Beneficiary or estate in one of the following three ways:
- (1) in lump sum;
 - (2) in equal monthly installments for the life of the Beneficiary, for no more than 120 months; or
 - (3) in monthly installments, fixed in number or amount and without a continuance to a Beneficiary;

subject to the Board Rules adopted by the Administrator.

- (c) If a Member elects to have the Member's Accumulated Contributions paid in installments, this Plan will pay the first installment on the last business day of the month after the balance becomes due. The subsequent installments will be paid on the last business day of each month thereafter. The total of the installments will be the Actuarial Equivalent of the Accumulated Contributions remaining when the Member dies.

§0603 Optional Settlement 1 - Death Before Retirement Allowance Begins

If a Member who selected Optional Settlement 1 dies after retirement, but before cashing the Member's first retirement allowance check, the Member's election will be revoked and the Member's Beneficiary will receive the Death While Eligible Benefit described below in §-0703.

§0604 Optional Settlement 2

If a Member selects Optional Settlement 2, this Plan will pay the Member a reduced Monthly Retirement Allowance until the Member's death. When the Member dies, this Plan will pay the full amount of the Member's reduced Monthly Retirement Allowance to the Member's Beneficiary for the life of the Beneficiary.

§0605 Optional Settlement 3

If a Member selects Optional Settlement 3, this Plan will pay the Member a reduced Monthly Retirement Allowance until the Member's death. When the Member dies, this Plan will pay one-

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half of the Member's reduced Monthly Retirement Allowance to the Member's Beneficiary for the life of the Beneficiary.

§0606 Optional Settlement 4

If a Member selects Optional Settlement 4, this Plan will pay the Member a reduced Monthly Retirement Allowance until the Member's death. When the Member dies, this Plan will pay the Member's Beneficiary a percentage, selected by the Member, of the Member's reduced Monthly Retirement Allowance, for the life of the Beneficiary. The benefits paid to the Member's Beneficiary under this Optional Settlement 4 will not exceed the Actuarial Equivalent of the benefits that would have been paid to the Beneficiary if the Member had selected Optional Settlement 2.

§0607 Social Security Integrated Option

The Social Security Integrated Option is available under the SDCERS Plan prior to January 1, 2003, and under this Plan effective on and after January 1, 2003, to all Members who are entitled to receive Social Security benefits on or after January 1, 1982. Under this option, the Member may elect, upon retirement, to receive a Monthly Retirement Allowance, modified as described in this section, which is the Actuarial Equivalent of the Member's unmodified Monthly Retirement Allowance. From the effective date of retirement until the first day of the month in which the Member reaches 65 years of age, the Monthly Retirement Allowance will be modified to provide a greater monthly payment. When the Member reaches 65 years of age, the Monthly Retirement Allowance will be reduced. The initial greater Monthly Retirement Allowance will equal the total of the lower Monthly Retirement Allowance plus the Member's estimated Social Security Old Age Insurance Benefits (as provided under U.S. Code Title 42, Chapter 7, Subchapter II, ~~section~~ §-402(a)). This modified Monthly Retirement Allowance may be further modified on an actuarial basis under Optional Settlement 1, 2, 3 or 4 to provide a survivor benefit under ~~§§~~ §-0602, 0604, 0605, or 0606.

§0608 Procedures for Options Set by Administrator

The Administrator will establish procedures for Members to follow in exercising the options described in this Division. The Plan will pay all benefits in accordance with the requirements of ~~Section~~ §-401(a)(9) of the Internal Revenue Code as set forth in §-1000(d).

DIVISION 7: DEATH BENEFITS

§0700 Death Benefits

- (a) When a Member dies, this Plan will pay only one of the death benefits in this Division.
- (b) The Plan will pay the Active Death Benefit, the Death While Eligible Benefit or the Industrial Death Benefit when a Member dies:

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- (1) while in active service and before the effective date of the Member's retirement;
 - (2) while on military leave approved by the Airport Authority, or military leave covered by the Uniformed Services Employment and Reemployment Rights Act (38 U.S.C. §§ 4301-4333);
 - (3) within four months of discontinuing Airport Authority service because the Member's position was ~~abolished~~eliminated; or
 - (4) while physically or mentally incapacitated from the performance of the Member's duties, if the incapacity was continuous from the time the Member stopped working.
- (c) Upon the death of a Deferred Member, or a terminated employee who left the Member's Accumulated Contributions on deposit, this Plan will pay the Member's Accumulated Contributions to the Member's Beneficiary, if this Plan is not required to pay any of the following benefits: the Active Death Benefit, the Death While Eligible Benefit or the Industrial Death Benefit.

§0701 Active Death Benefit

- (a) The Plan will pay the Active Death Benefit when it is required to pay a death benefit under §-0700(b) and neither of the following benefits is payable: the Death While Eligible Benefit or the Industrial Death Benefit.
- (b) The "Active Death Benefit" is the sum of the following:
 - (1) The Member's Accumulated Contributions; and
 - (2) An amount, from the Airport Authority's contributions, equal to 1/12th of the Member's Final Compensation, multiplied by the Member's years of Service Credit, not to exceed one-half of the Member's Final Compensation.

§0702 Active Death Benefit Payment Options

- (a) A Member may elect, in writing, to have all or part of the Active Death Benefit paid in installments in one of the following two ways:
 - (1) In monthly installments, fixed in number or amount and without a continuance to a Beneficiary, subject to the Board Rules adopted by the Administrator. The Administrator will credit regular interest on the balance remaining on account with this Plan.
 - (2) In equal monthly installments for the life of the Beneficiary, for no more than 120 months.

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- (b) If the Member dies without making a payment election ~~under~~ under subsection (a) of this section, the Member's Beneficiary may elect to receive the Active Death Benefit in lump sum, or in installments as provided in subsection (a)(1) of this section. The Beneficiary must make this election in writing before this Plan pays any portion of the Active Death Benefit.
- (c) If the Member or the Member's Beneficiary elects to have the Active Death Benefit paid in installments, this Plan will pay the first installment on the last business day of the month after the Active Death Benefit would have become due. The subsequent installments will be paid on the last business day of each month thereafter. The total of the monthly installments will be the Actuarial Equivalent of the Active Death Benefit.

§0703 Death While Eligible Benefit

- (a) The Plan will pay the Death While Eligible Benefit, instead of the Active Death Benefit, when an active Member dies while the Member is eligible to retire and:
 - (1) there is a surviving spouse who is named as the Member's Beneficiary and was married to the Member when the Member died or there is a Domestic Partner who is named as the Member's Beneficiary and who met the definitional requirements contained in §-0102 when the Member died, or
 - (2) the Member had one or more dependent children under 21 years of age when the Member died.
- (b) The Death While Eligible Benefit is one-half of the Monthly Retirement Allowance that the Member would have received if the Member had retired on the day the Member died, having selected the maximum benefit.
- (c) The Plan will pay this monthly allowance to the Member's surviving spouse for the surviving spouse's life, or to the Domestic Partner for the Domestic Partner's life. If there is no qualifying surviving spouse or Domestic Partner, or if the surviving spouse or Domestic Partner dies before all of the Member's children reach 21 years of age, this Plan will pay this monthly allowance in equal shares to the Member's children under 21 years of age until each child dies or reaches 21 years of age. This benefit begins to accrue on the day after the Member dies.
- (d) Payment of the Death While Eligible Benefit will stop when the Member's surviving spouse or Domestic Partner dies and all of the Member's children have either died or reached 21 years of age. If this occurs before the sum of the monthly payments made, less the annuity derived from the Member's Accumulated Contributions, equals the Active Death Benefit, this Plan will pay the remainder in lump sum and in equal shares to the Member's surviving children. If there are no surviving children, this Plan will pay the sum to the Member's named Beneficiary. If there is no named Beneficiary, the sum will be paid as stated in §-0705.

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- (e) A surviving spouse or Domestic Partner who is eligible to receive the Death While Eligible Benefit may elect, instead of the monthly allowance described in subsections (b), to receive a lump sum payment of the actuarial present value of the benefit. If the surviving spouse or Domestic Partner chooses the lump sum payment, the actuarial present value will be determined as of the date of the Member's death.
- (f) If there is no surviving spouse, Domestic Partner or child eligible to receive the Death While Eligible Benefit, this Plan will pay the Active Death Benefit to the Member's named Beneficiary. If there is no named Beneficiary, the sum will be paid as stated in § 0705.

§0704 Industrial Death Benefit

- (a) The Plan will pay the Industrial Death Benefit, instead of the Active Death Benefit, when a Member dies from industrial causes, as determined by the Workers' Compensation Appeals Board using its normal hearing procedures, if:
 - (1) there is a surviving spouse who is named as the Member's Beneficiary and was married to the Member when the Member died or there is a Domestic Partner who is named as the Member's Beneficiary and who met the definitional requirements contained in §-0102 when the Member died, or
 - (2) the Member had one or more dependent children under 21 years of age when the Member died.
- (b) The "Industrial Death Benefit" is a monthly allowance equal to one-half of the Member's Final Average Salary, paid to the Member's surviving spouse or Domestic Partner for the surviving spouse's or Domestic Partner's life. If there is no qualifying surviving spouse or Domestic Partner, or if the surviving spouse or Domestic Partner dies before all of the Member's dependent children reach 21 years of age, this Plan will pay this monthly amount in equal shares to the Member's children under 21 years of age until each child dies or reaches 21 years of age. This benefit begins to accrue on the day after the Member dies.
- (c) Payment of the Industrial Death Benefit will stop when the Member's surviving spouse or Domestic Partner dies and all of the Member's children have either died or reached 21 years of age. If this occurs before the sum of the monthly payments made, excluding the annuity derived from the Member's Accumulated Surviving Spouse or Domestic Partner Contributions, equals the Active Death Benefit, this Plan will pay the remainder in lump sum and in equal shares to the Member's surviving children. The Plan will also pay the Member's Accumulated Surviving Spouse or Domestic Partner Contributions, less the Annuity paid from these contributions, to the Member's surviving children, in equal shares. If there are no surviving children, this Plan will pay the remainder to the Member's named Beneficiary. If there is no named Beneficiary, the sum will be paid as stated in §-0705.

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- (d) A surviving spouse or Domestic Partner who is eligible to receive the Industrial Death Benefit may elect, instead of the monthly allowance described in subsections (b), to receive a lump sum payment of the actuarial present value of the benefit. If the surviving spouse or Domestic Partner chooses the lump sum payment, the actuarial present value will be determined as of the date of the Member's death.
- (e) If, at the time of application for benefits the Worker's Compensation Appeals Board has not yet determined whether the Member's death was industrial, this Plan may pay the Active Death Benefit. If the Worker's Compensation Appeals Board later determines that the Member's death was industrial, and there is a qualifying surviving spouse, Domestic Partner or child under 21 years of age, this Plan will then pay the Industrial Death Benefit less the amount of the Active Death Benefit.

§0705 Beneficiary Not Designated

- (a) The Plan will pay all amounts due because of the death of a Member or Retired Member as provided in subsection (b) of this section if the Member's estate would not be probated if no amounts were due from this Plan and:
 - (1) the Member did not name a Beneficiary,
 - (2) there is no living named Beneficiary,
 - (3) after reasonable efforts, the Administrator is unable to locate the named Beneficiary, or
 - (4) the Beneficiary is the Member's estate.
- (b) Payment will be made, in the following order, to the Member or Retired Member's:
 - (1) Surviving spouse or Domestic Partner;
 - (2) Children;
 - (3) Parents;
 - (4) Siblings; and
 - (5) Next of kin.
- (c) The Plan will not make any payment under this section to persons in any group if there are living persons in any earlier group on the date of payment.
- (d) The Plan may require each payee to sign an affidavit that complies with the California Probate Code before it makes any payment under this section.

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§0706 Payment to Funeral Director in the Absence of a Beneficiary

- (a) The Administrator may pay any of the amount due from this Plan because of the death of a Member or Retired Member to the funeral director who conducted the Member's or Retired Member's ~~the~~ funeral, or to the person or organization that paid the funeral expenses, if:
 - (1) the Member did not name a Beneficiary,
 - (2) there is no living named Beneficiary,
 - (3) the Administrator is unable to locate the named Beneficiary, or,
 - (4) the Beneficiary is the Member's estate.
- (b) Payment under this section will not exceed the actual cost of the funeral or the portion of that cost paid by the person or organization to the funeral director, as shown by the funeral director's sworn itemized statement and by any other documents required by the Administrator.
- (c) Payment under this section will fully discharge this Plan for the amount paid.

§0707 Uniform Simultaneous Death Act

California law regarding the distribution of estates under the Uniform Simultaneous Death Act governs payments made by this Plan because of the death of a Member, Retired Member or Beneficiary. In applying the Uniform Simultaneous Death Act to benefits paid to a Beneficiary, benefits under this Plan will have the same status as benefits under insurance policies.

§0708 Retiree Death Benefit

When a Retired Member dies, the Plan will pay a retiree death benefit of \$2,000 to the Retired Member's Beneficiary. If there is no designated Beneficiary, the benefit will be paid according to §§-0705 and 0706.

§0709 Procedures for Death Benefits Set by Administrator

The Administrator will establish procedures for Members to follow in distributing the benefits described in this Division. Such procedures must be consistent with the requirements of Internal Revenue Code ~~Section §§~~ 401(a)(9) and ~~§~~ 1000(d), as follows:

- (1) If a Member dies after the required distribution of benefits has begun, the remaining portion of the Member's interest must be distributed at least as rapidly as under the method of distribution before the Member's death.

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- (2) If a Member dies before the required distribution of the Member's benefits has begun, the Member's interest pursuant to Division 6 or 7 must be distributed (in accordance with federal regulations) either:
- (A) in the case of a periodic benefit, over the life or life expectancy of the designated Beneficiary, with the distributions beginning no later than December 31st of the calendar year following the calendar year of the Member's death, or
- (B) in the case of a lump sum benefit, within five years of the Member's death.

DIVISION 8: AIRPORT AUTHORITY'S CONTRIBUTION

§0800 Airport Authority's Contribution

The Airport Authority will contribute to this Plan annually on behalf of Members a percentage of Base Compensation of all Members employed by the Airport Authority, as determined by the Actuary in the annual actuarial evaluation required by the Participation and Administration Agreement. These contributions are the "Employer Contributions." Commencing October 1, 2013, the Airport Authority shall contribute annually an amount equal to that of PEPRAs Members for the Normal Contributions required of PEPRAs Members, as certified by the Actuary, but may not contribute in excess of that amount except for financial liabilities accruing under the Plan because of past service of employees known as the Unfunded Accrued Actuarial Liability ("UAAL"). The Airport Authority shall not pay, cap the employee contribution rate or otherwise pay for any portion of a contribution to the Retirement System by a PEPRAs Member. Based upon the advice of the Actuary, the Administrator will periodically determine and adopt by rule the required Employer Contributions. These rates will be contained in the operating tables furnished to the Administrator by the Actuary. The Employer Contributions will be transferred to the Administrator on a bi-weekly basis. All deficiencies that accrue as a result of amendments to this Plan must be amortized over a period of thirty years or less.

DIVISION 9: ADMINISTRATION OF THIS PLAN

§0900 Powers and Duties of the Administrator

- (a) The Trustee, with the approval of the Airport Authority, may contract with a qualified entity to serve as the Administrator of this Plan.
- (b) The Administrator will administer the retirement benefits of the Members, the Retired Members and their Beneficiaries according to the terms of this Plan, the terms of the Participation and Administration Agreement, the applicable City Charter provisions and City ordinances, and applicable State and Federal laws. In case of any conflict, this Plan takes precedence over the applicable City Charter provisions and City ordinances, to the extent permitted by law.

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- (c) Based upon its investigations, valuations, and determination of the Actuary, the Administrator will adopt by rule the mortality, service and other tables and interest rates it deems proper, and will revise by rule the Members' contribution rates as it deems necessary, to provide the benefits of the Plan. The Administrator's decisions on matters covered by this section are conclusive, if arrived at in good faith, and the rules adopted by the Administrator under this section are incorporated by reference into this Plan document and are effective beginning January 1, 2003, in accordance with their terms.

§0901 Interest Crediting

The Administrator credits interest to the accounts for Employee Contributions and Employer Contributions at a rate determined by the Administrator, compounded each June 30th.

§0902 Forfeiture of Inactive Retirement Accounts

- (a) The Administrator may declare a forfeiture of an inactive Member's Accumulated Contributions if the Administrator is unable to locate the Member after making a reasonable effort, including providing reasonable advance notice to the Member at the last address of the Member known to the Administrator, and:
- (1) the Member is eligible for benefits and has not requested or accepted payment of those benefits within one year after becoming eligible to receive them; or
 - (2) the Member has left Airport Authority employment, is not eligible for benefits and has not requested a refund of the Member's Accumulated Contributions within two years of leaving Airport Authority employment.
- (b) A reasonable effort to locate a Member is deemed to occur when all of the following steps are taken to locate the Member:
- (1) Advance notice to the last known address of the Member.
 - (2) A report is run through Lexis Nexis, or other readily available source, to attempt to obtain current contact information.
 - (3) If contact information cannot be obtained through Lexis Nexis or other readily available sources, utilize the IRS Letter Forwarding Program to attempt to forward information to the individual.

- (c) Forfeitures under this section are credited to the Plan.

§0903 Forfeiture for Felony Conviction.

Any Member initially hired by the Airport Authority on or after January 1, 2013 who is convicted of a felony under state or federal law for conduct arising out of his or her official duties, in the pursuit of the office or appointment, or in connection with obtaining salary,

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~~disability retirement, service retirement, or other benefits, shall forfeit all accrued rights and benefits in this Plan and shall not accrue further benefits in this Plan effective on the date of conviction, as provided in California Government Code §7522.74.~~

~~(e) — Any Member initially hired by the Airport Authority on or after January 1, 2013 who is convicted of a felony under state or federal law for conduct arising out of his or her official duties, in the pursuit of the office or appointment, or in connection with obtaining salary, disability retirement, service retirement, or other benefits, shall forfeit all accrued rights and benefits in this Plan and shall not accrue further benefits in this Plan effective on the date of conviction, as provided in California Government Code section § 7522.74. :~~

DIVISION 10: MISCELLANEOUS PROVISIONS.

§1000 _ Compliance with Certain Internal Revenue Code Provisions

Except as otherwise provided herein, all provisions in this section are effective as of January 1, 2003.

(a) General Qualification Statement. The Plan will satisfy the qualification requirements in ~~Section §~~ 401 of the Internal Revenue Code, as applicable. In order to meet those requirements, this Plan is subject to the following provisions, notwithstanding any other provision of this Plan. The Administrator may adopt Board Rules to implement this section, which Board Rules are incorporated into this section as part of this Plan document.

(b) Internal Revenue Code ~~Section §~~ 401(a)(1), (2) (Exclusive Benefit; Trust): The assets of this Plan, including the assets of retirement accounts, are held in trust and may not be used for or diverted to any purpose other than for the exclusive benefit of the Members, the Retired Members and their Beneficiaries as set forth in this Plan and for paying this Plan's reasonable administrative expenses.

~~(e) —~~ Internal Revenue Code ~~Section §~~ 401(a)(8) (Forfeitures): The Plan will use forfeitures that arise for any reason, including from termination of employment or death, to reduce Employer Contributions. Forfeitures may not be applied to increase the benefits of any Member, Retired Member or Beneficiary.

~~(d) — (d) —~~ Internal Revenue Code Section 401(a)(9) (Required Minimum Distributions): ~~The Plan will pay all benefits in accordance with the requirements of Section 401(a)(9) of the Internal Revenue Code and the regulations under that section, including the minimum distribution incidental benefit requirements of Internal Revenue Code Section 401(a)(9)(G) and Treasury Regulation §1.401(a)(9)-2. Notwithstanding any other provision of this section, this Plan is subject to the following provisions:~~

~~(1) —~~ Benefits must begin by the required beginning date, which is the later of April 1 of the calendar year following the calendar year in which the Member reaches 70½ years of age

~~or April 1 of the calendar year following the calendar year in which the Member terminates employment. If a Member fails to apply for retirement benefits by April 1 of the calendar year following the calendar year in which he or she reaches 70½ years of age or April 1 of the calendar year following the calendar year in which he or she terminates employment, whichever is later, the Administrator will begin distributing the benefit as required by this section.~~

- ~~(2) The Member's entire interest must be distributed over the Member's life or the lives of the Member and a designated Beneficiary, or over a period not extending beyond the life expectancy of the Member or of the Member and a designated Beneficiary. Death benefits must be distributed in accordance with Internal Revenue Code Section 401(a)(9), including the incidental death benefit requirement in Internal Revenue Code Section 401(a)(9)(G), and the regulations implementing that section.~~
- ~~(3) The life expectancy of a Member, the Member's spouse or, on and after January 1, 2005, Domestic Partner, or the Member's Beneficiary may not be recalculated after the initial determination for purposes of determining benefits.~~
- ~~(4) If a Member dies after the required distribution of benefits has begun, the remaining portion of the Member's interest must be distributed at least as rapidly as under the method of distribution before the Member's death.~~
- ~~(5) If a Member dies before required distribution of the Member's benefits has begun, the Member's entire interest must be either~~
 - ~~(A) distributed (in accordance with federal regulations) over the life or life expectancy of the designated Beneficiary, with the distributions beginning no later than December 31 of the calendar year following the calendar year of the Member's death, or~~
 - ~~(B) distributed within five years of the Member's death.~~
- ~~(6) The amount of an annuity paid to a Member's Beneficiary may not exceed the maximum determined under the incidental death benefit requirement of Internal Revenue Code Section 401(a)(9)(G).~~
- ~~(c) The death and disability benefits provided by the Plan are limited by the incidental benefit rule set forth in Treasury Regulation §1.401-1(b)(1)(i) or any successor regulation thereto. As a result, any death or disability benefit payable may not exceed 25% of the cost for all of the Members' benefits received from the Plan.~~
- ~~(d) Internal Revenue Code Section § 401(a)(9) (Required Minimum Distributions): The Plan will pay all benefits in accordance with a good faith interpretation of the requirements of Section § 401(a)(9) of the Internal Revenue Code and the regulations under that section, as applicable to a governmental plan within the meaning of section § 414(d) of the Internal Revenue Code, including the minimum distribution incidental benefit~~

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requirements of Internal Revenue Code Section§—401(a)(9)(G) and Treasury Regulation §-1.401(a)(9)-2. Notwithstanding any other provision of this section, this Plan is subject to the following provisions:

- (1) Benefits must begin by the required beginning date, which is the later of April 1st of the calendar year following the calendar year in which the Member reaches 70½ years of age or April 1st of the calendar year following the calendar year in which the Member terminates employment. If a Member fails to apply for retirement benefits by April 1st of the calendar year following the calendar year in which he or she reaches 70½ years of age or April 1st of the calendar year following the calendar year in which he or she terminates employment, whichever is later, the Administrator will begin distributing the benefit as required by this section.
- (2) The Member's entire interest must be distributed over the Member's life or the lives of the Member and a designated Beneficiary, or over a period not extending beyond the life expectancy of the Member, or of the Member and a designated Beneficiary. Death benefits must be distributed in accordance with Internal Revenue Code Section§—401(a)(9), including the incidental death benefit requirement in Internal Revenue Code Section§—401(a)(9)(G), and the regulations implementing that section.
- (3) The life expectancy of a Member, the Member's spouse or, on and after January 1, 2005, Domestic Partner, or the Member's Beneficiary may not be recalculated after the initial determination for purposes of determining benefits.
- (4) If a Member dies after the required distribution of benefits has begun, the remaining portion of the Member's interest must be distributed at least as rapidly as under the method of distribution before the Member's death.
- (5) If a Member dies before required distribution of the Member's benefits has begun, the Member's entire interest must be either:
 - (A) distributed (in accordance with federal regulations) over the life or life expectancy of the designated Beneficiary, with the distributions beginning no later than December 31st of the calendar year following the calendar year of the Member's death, or
 - (B) distributed within five years of the Member's death.
- (6) The amount of an annuity paid to a Member's Beneficiary may not exceed the maximum determined under the incidental death benefit requirement of Internal Revenue Code Section§—401(a)(9)(G).

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(7) The death and disability benefits provided by the Plan are limited by the incidental benefit rule set forth in Treasury Regulation §-1.401-1(b)(1)(i) or any successor regulation thereto. As a result, any death or disability benefit payable may not exceed 25% of the cost for all of the Members' benefits received from the Plan.²

~~(7)~~

(e) Internal Revenue Code Section §-401(a)(17) (Compensation Limits):

(1) In accordance with the Omnibus Budget Reconciliation Act of 1993 (OBRA '93), except as provided in this section, the annual compensation this Plan takes into account for any purpose, including contributions or benefits, may not exceed the amount as allowed by Internal Revenue Code Section §-401(a)(17) as of the first day of the plan year.

(2) The annual compensation of each Member taken into account in determining benefits or contributions for any plan year beginning on or after January 1, 2002, may not exceed \$200,000, as adjusted for cost-of-living increases in accordance with Internal Revenue Code Section §-401(a)(17)(B). Annual compensation means compensation during the plan year, or effective on or after January 1, 2013, the calendar year, or such other consecutive 12-month period over which compensation is otherwise determined under this Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. If the compensation for any prior determination period is taken into account in determining a Member's contributions or benefits for the current ~~plan~~-year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period.

~~(f)~~ Internal Revenue Code Section §-401(a)(25) (Actuarial Assumption): The Administrator will determine the amount of any benefit that is determined on the basis of actuarial assumptions using assumptions adopted by the Administrator by Board Rule; such benefits will not be subject to employer discretion. The Administrator's Board Rules adopted for this purpose are incorporated herein as part of this Plan. ~~document.~~

~~(g)~~ Internal Revenue Code Section 401(a)(31) (Rollover Rules):

~~(1)~~ Notwithstanding any contrary provision or retirement law that would otherwise limit an election of a Distributee (as defined in subsection (D)) under this Plan, a Distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion

~~of an eligible rollover distribution paid directly to an eligible retirement plan specified by the Distributee in a direct rollover.~~

~~(A) — Eligible Rollover Distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or the life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Internal Revenue Code Section 401(a)(9); the portion of any distribution that is not includible in gross income; and any other distribution that is reasonably expected to total less than \$200 during the year. A portion of a distribution will not fail to be an eligible rollover distribution merely because the portion consists of after-tax Employee Contributions that are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Internal Revenue Code Section 408(a) or (b), or to a qualified defined contribution plan described in Internal Revenue Code Section 401(a) or to a qualified plan described in Internal Revenue Code Section 403(a), or on or after January 1, 2007, to a qualified defined benefit plan described in Internal Revenue Code Section 401(a) or to an annuity contract described in Internal Revenue Code Section 403(b), that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of the distribution that is includible in gross income and the portion of the distribution that is not so includible.~~

~~(B) — Eligible Retirement Plan: An eligible retirement plan is:~~

- ~~(i) — a plan eligible under Internal Revenue Code Section 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state that agrees to separately account for amounts transferred into the plan from this Plan;~~
- ~~(ii) — an individual retirement account described in Internal Revenue Code Section 408(a);~~
- ~~(iii) — an individual retirement annuity described in Internal Revenue Code Section 408(b);~~
- ~~(iv) — an annuity plan described in Internal Revenue Code Section 403(a);~~
- ~~(v) — an annuity contract described in Internal Revenue Code Section 403(b);~~
- ~~(vi) — a qualified trust described in Internal Revenue Code Section 401(a), that accepts the distributee's eligible rollover distribution, or~~
- ~~(vii) — effective January 1, 2008, a Roth IRA described in Internal Revenue Code Section 408A.~~

- ~~(C) The definition of eligible rollover distribution will also apply in the case of a distribution to a surviving spouse or to a spouse or former spouse, who is an alternate payee under a domestic relations order, as defined in Internal Revenue Code Section 414(p).~~
- ~~(D) Distributee: A Distributee includes an employee or former employee. It also includes the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined by Internal Revenue Code Section 414(p). Effective January 1, 2007, it further includes a nonspouse beneficiary who is a designated beneficiary as defined in Internal Revenue Code Section 401(a)(9)(E). However, a nonspouse beneficiary may rollover the distribution only to an individual retirement account or individual retirement annuity established for the purpose of receiving the distribution and the account or annuity will be treated as an "inherited" individual retirement account or annuity.~~
- ~~(E) Direct Rollover: A direct rollover is a payment by this Plan to the eligible retirement plan specified by the Distributee.~~
- ~~(2) Effective January 1, 2006, in the event of a mandatory distribution greater than \$1,000, if a Member does not elect to have such distribution paid directly to an eligible retirement plan specified by the Member in a direct rollover or to receive the distribution directly, then the Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Administrator.~~
- ~~(h) Internal Revenue Code Section 415 (Benefit and Compensation Limits):~~
 - ~~(1) Employee Contributions paid to, and retirement benefits paid from, this Plan may not exceed the annual limits on contributions and benefits, respectively, allowed by Internal Revenue Code Section 415. For purposes of applying these limits, the definition of compensation where applicable will be compensation as defined in Treasury Regulation § 1.415(e)-2(d)(3), or successor regulation; provided, however, that the definition of compensation will exclude Employee Contributions picked up under Internal Revenue Code Section 414(h)(2), and will include the amount of any elective deferrals, as defined in Internal Revenue Code Section 402(g)(3), and any amount contributed or deferred by the employer at the election of the Member and which is not includible in the gross income of the Member by reason of Internal Revenue Code Section 125, 132(f)(4), or 457. For limitation years beginning on or after July 1, 2007, the following types of payments, if paid by the later of (i) two and one half (2½) months following a Member's termination of employment, or (ii) the last day of the limitation year that includes the Member's termination of employment, will be included as compensation for purposes of this Section: payments that, absent a termination of employment, would have been paid to the Member while he or she continued in employment and that are regular compensation for services rendered, and payments of accrued bona fide sick, vacation, or other leave, but only if the Member would have been able to use the leave if employment had continued. For limitation years beginning on or after July 1, 2007, a Participant's~~

~~compensation for purposes of this Section shall not exceed the annual limit under Internal Revenue Code Section 401(a)(17).~~

- ~~(2) — A Member may not receive an annual benefit that exceeds the dollar amount specified in Internal Revenue Code Section 415(b)(1)(A), subject to the applicable adjustments in Internal Revenue Code Section 415(b).~~
- ~~(3) — For purposes of applying the limits under Internal Revenue Code Section 415(b) (Limit), the following will apply:~~
 - ~~(A) — prior to July 1, 2007, adjustments under §§ 1300 and 1301 will be taken into consideration when determining a Member's applicable Limit;~~
 - ~~(B) — on and after July 1, 2007, with respect to a Member who does not receive a portion of the Member's annual benefit in a lump sum:
 - ~~(i) — a Member's applicable Limit will be applied to the Member's annual benefit in the first limitation year without regard to any automatic cost of living increases under § 1301;~~
 - ~~(ii) — to the extent the Member's annual benefit equals or exceeds the Limit, the Member will no longer be eligible for cost of living increases under § 1301 until such time as the benefit plus the accumulated increases under § 1301 are less than the Limit; and~~
 - ~~(iii) — thereafter, in any subsequent limitation year, the Member's annual benefit including any automatic cost of living increase applicable under § 1301 shall be tested under the then applicable benefit limit including any adjustment to the Internal Revenue Code Section 415(b)(1)(A) dollar limit under Internal Revenue Code Section 415(d) and the regulations thereunder; and~~~~
 - ~~(C) — on and after July 1, 2007, with respect to a Member who receives a portion of the Member's annual benefit in a lump sum, a Member's applicable Limit shall be applied taking into consideration automatic cost of living increases under § 1301 as required by Internal Revenue Code Section 415(b) and applicable Treasury Regulations; and~~
 - ~~(D) — in no event shall a Member's annual benefit payable under the Plan in any limitation year be greater than the limit applicable at the annuity starting date, as increased in subsequent years pursuant to Internal Revenue Code Section 415(d) and the regulations thereunder. If the form of benefit without regard to the automatic benefit increase feature is not a straight life or a qualified joint and survivor annuity, then the preceding sentence is applied by either reducing the Internal Revenue Code Section 415(b) limit applicable at the annuity starting date or adjusting the form of benefit to an actuarially equivalent straight life annuity benefit determined using the following assumptions that takes into account the death benefits under the form of benefit:
 - ~~(i) — For a benefit paid in a form to which Internal Revenue Code Section 417(e)(3) does not apply, the actuarially equivalent straight life annuity benefit which is the greater of (or~~~~

~~the reduced Internal Revenue Code Section 415(b) limit applicable at the annuity starting date which is the lesser of when adjusted in accordance with the following assumptions):~~

- ~~a. The annual amount of the straight life annuity (if any) payable to the participant under the plan commencing at the same annuity starting date as the form of benefit payable to the participant, or~~
- ~~b. The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the form of benefit payable to the participant, computed using a 5 percent interest assumption (or the applicable statutory interest assumption) and the applicable mortality table described in Treasury Regulations §1.417(e) 1(d)(2) (the mortality table specified in Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62); or~~
- ~~(ii) For a benefit paid in a form to which Internal Revenue Code Section 417(e)(3) applies, the actuarially equivalent straight life annuity benefit which is the greatest of (or the reduced Internal Revenue Code Section 415(b) limit applicable at the annuity starting date which is the least of when adjusted in accordance with the following assumptions):~~
 - ~~a. The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using the interest rate and mortality table, or tabular factor, specified in the plan for actuarial experience;~~
 - ~~b. The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using a 5.5 percent interest assumption (or the applicable statutory interest assumption) and the applicable mortality table for the distribution under Treasury Regulation §1.417(e) 1(d)(2) (the mortality table specified in Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62); or~~
 - ~~e. the annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable (computed using the applicable interest rate for the distribution under Treasury Regulation §1.417(e) 1(d)(3) (the 30-year Treasury rate (prior to July 1, 2007, using the rate in effect for the month prior to retirement, and on and after July 1, 2007, using the rate in effect for the first day of the plan year with a one-year stabilization period)) and the applicable mortality table for the distribution under Treasury Regulation §1.417(e) 1(d)(2) (the mortality table specified in Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62), divided by 1.05.~~

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~~(4) Notwithstanding any other provision of this Plan to the contrary, the Administrator may modify a request by a Member to make a contribution to this Plan if the amount of the contribution would exceed the limits provided in Internal Revenue Code Section 415 by using the following methods:~~

~~(A) If this Plan requires a lump sum payment for the purchase of Service Credit, the Administrator may establish a periodic payment plan for the Member to avoid a contribution in excess of the limits under Internal Revenue Code Sections 415(e) or 415(n).~~

~~(B) If payment pursuant to clause (h)(4)(A) will not avoid a contribution in excess of the limits imposed by Internal Revenue Code Section 415(e), the Administrator may either reduce the Member's contribution to an amount within the limits of that section or refuse the Member's contribution.~~

~~(C) If a Member makes one or more contributions to purchase permissive service credit under the Plan, then the requirements of this section will be treated as met only if-~~

~~(i) the requirements of Internal Revenue Code Section 415(b) are met, determined by treating the accrued benefit derived from all such contributions as an annual benefit for purposes of Internal Revenue Code Section 415(b), or~~

~~(ii) the requirements of Internal Revenue Code Section 415(e) are met, determined by treating all such contributions as annual additions for purposes of Internal Revenue Code Section 415(e).~~

~~For purposes of applying subparagraph (i), the Plan will not fail to meet the reduced limit under Internal Revenue Code Section 415(b)(2)(C) solely by reason of this paragraph (4), and for purposes of applying subparagraph (ii), the Plan will not fail to meet the percentage limitation under Internal Revenue Code Section 415(e)(1)(B) solely by reason of this paragraph (4).~~

~~(D) For purposes of this paragraph (4) the term "permissive service credit" means service credit-~~

~~(i) recognized by the Plan for purposes of calculating a Member's benefit under the Plan,~~

~~(ii) which such Member has not received under the Plan, and~~

~~(iii) which such Member may receive only by making a voluntary additional contribution, in an amount determined under the Plan, which does not exceed the amount necessary to fund the benefit attributable to such service credit.~~

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~~Such term may include service credit for periods for which there is no performance of service, and, notwithstanding clause (ii), may include service credited in order to provide an increased benefit for service credit which a Member is receiving under the Plan.~~

~~(E) The Plan will fail to meet the requirements of this paragraph (4) if—~~

~~(i) more than five years of nonqualified service credit are taken into account for purposes of this paragraph (4), or~~

~~(ii) any nonqualified service credit is taken into account under this paragraph (4) before the Member has at least five years of participation under the Plan.~~

~~(F) For purposes of subparagraph (E), the term "nonqualified service credit" means permissive service credit other than that allowed with respect to—~~

~~(i) service (including parental, medical, sabbatical, and similar leave) as an employee of the Government of the United States, any State or political subdivision thereof, or any agency or instrumentality of any of the foregoing (other than military service or service for credit which was obtained as a result of a repayment described in Internal Revenue Code Section 415(k)(3));~~

~~(ii) service (including parental, medical, sabbatical, and similar leave) as an employee (other than as an employee described in clause (i)) of an education organization described in Internal Revenue Code Section 170(b)(1)(A)(ii) which is a public, private, or sectarian school which provides elementary or secondary education (through grade 12), or a comparable level of education, as determined under the applicable law of the jurisdiction in which the service was performed;~~

~~(iii) service as an employee of an association of employees who are described in clause (i), or~~

~~(iv) military service (other than qualified military service under Internal Revenue Code Section 414(u)) recognized by such governmental plan.~~

~~In the case of service described in clause (i), (ii), or (iii), such service will be nonqualified service if recognition of such service would cause a Member to receive a retirement benefit for the same service under more than one plan.~~

~~(G) In the case of a trustee to trustee transfer, to which Internal Revenue Code Section 403(b)(13)(A) or 457(e)(17)(A) applies (without regard to whether the transfer is made between plans maintained by the same employer) —~~

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- ~~(i) the limitations of subparagraph (E) will not apply in determining whether the transfer is for the purchase of permissive service credit, and~~
- ~~(ii) the distribution rules applicable under federal law to the Plan will apply to such amounts and any benefits attributable to such amounts.~~
- ~~(5) Prior to July 1, 2008, the limitation year for purposes of Internal Revenue Code Section 415 is the plan year. Effective January 1, 2009, the limitation year for purposes of Internal Revenue Code Section 415 is the calendar year beginning each January 1 and ending December 31, with a short limitation year beginning July 1, 2008, and ending December 31, 2008. This is a change in the limitation year made pursuant to Treasury Regulation Section 1.415-2(b)(2) or successor regulation. The implementation of the change in the limitation year will be accomplished as required by Treasury Regulation Section 1.415-2(b)(4) or successor regulation.~~
- ~~(f) Nothing contained in this section will limit the Administrator from modifying benefits to the extent such modifications are required by the City Charter and applicable state and federal law.~~
- ~~(g) Internal Revenue Code Section § 401(a)(31) (Rollover Rules):~~
 - ~~(1) Notwithstanding any contrary provision or retirement law that would otherwise limit an election of a Distributee (as defined in subsection (D)) under this Plan, a Distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the Distributee in a direct rollover.~~
 - ~~(A) Eligible Rollover Distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or the life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Internal Revenue Code Section § 401(a)(9); the portion of any distribution that is not includible in gross income; and any other distribution that is reasonably expected to total less than \$200 during the year. A portion of a distribution will not fail to be an eligible rollover distribution merely because the portion consists of after-tax Employee Contributions that are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Internal Revenue Code Section § 408(a) or (b), or to a qualified defined contribution plan described in Internal Revenue Code Section § 401(a) or to a qualified plan described in Internal~~

Revenue Code Section§—403(a), that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of the distribution that is includible in gross income and the portion of the distribution that is not so includible, or on or after January 1, 2007, to a qualified defined benefit plan described in Internal Revenue Code Section§—401(a) or to an annuity contract described in Internal Revenue Code Section§—403(b), that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of the distribution that is includible in gross income and the portion of the distribution that is not so includible.

(B) Eligible Retirement Plan: An eligible retirement plan is:

(i) a plan eligible under Internal Revenue Code Section§—457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state that agrees to separately account for amounts transferred into the plan from the Plan,

(ii) an individual retirement account described in Internal Revenue Code Section§—408(a),

(iii) an individual retirement annuity described in Internal Revenue Code Section§—408(b),

(iv) an annuity plan described in Internal Revenue Code Section§—403(a),

(v) an annuity contract described in Internal Revenue Code Section§—403(b),

(vi) a qualified trust described in Internal Revenue Code Section§—401(a), that accepts the Ddistributee's eligible rollover distribution, or

(vii) effective January 1, 2008, a Roth IRA described in Internal Revenue Code Section§—408A.

(C) The definition of eligible rollover distribution will also apply in the case of a distribution to a surviving spouse or to a spouse or former spouse, who is an alternate payee under a domestic relations order, as defined in Internal Revenue Code Section§—414(p).

(D) Distributee: A Distributee includes an employee or former employee. It also includes the employee's or former employee's surviving spouse and

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the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Internal Revenue Code Section§-414(p). Effective January 1, 2007, it further includes a nonspouse beneficiary who is a designated beneficiary as defined by Internal Revenue Code Section§-401(a)(9)(E). However, a nonspouse beneficiary may rollover the distribution only to an individual retirement account or individual retirement annuity established for the purpose of receiving the distribution and the account or annuity will be treated as an "inherited" individual retirement account or annuity.

(E) Direct Rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the Distributee.

(2) Effective January 1, 2006, in the event of a mandatory distribution greater than \$1,000, if a Member does not elect to have such distribution paid directly to an eligible retirement plan specified by the Member in a direct rollover or to receive the distribution directly, then the Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Administrator.

(h) Internal Revenue Code Section§-§-415 (Benefit and Compensation Limits):

(1) Employee Contributions paid to, and retirement benefits paid from, this Plan may not exceed the annual limits on contributions and benefits, respectively, allowed by Internal Revenue Code Section§-415. For purposes of applying these limits, the definition of compensation where applicable will be compensation as defined in Treasury Regulation §-1.415(c)-2(d)(3), or successor regulation; provided, however, that the definition of compensation will exclude Employee Contributions picked up under Internal Revenue Code Section§-414(h)(2), and will include the amount of any elective deferrals, as defined in Internal Revenue Code Section§-§-402(g)(3), and any amount contributed or deferred by the employer at the election of the Member and which is not includible in the gross income of the Member by reason of Internal Revenue Code Section§-§-125, 132(f)(4), or 457. For limitation years beginning on or after July 1, 2007, the following types of payments, if paid by the later of (i) two and one-half (2½) months following a Member's termination of employment, or (ii) the last day of the limitation year that includes the Member's termination of employment, will be included as compensation for purposes of this Section: -payments that, absent a termination of employment, would have been paid to the Member while he or she continued in employment and that are regular compensation for services rendered, and payments of accrued bona fide sick, vacation, or other leave, but only if the Member would have been able to use the leave if employment had continued. For limitation years beginning on or after July 1, 2007, a Member's compensation for purposes of this Section shall not exceed the annual limit under Internal Revenue Code Section§-401(a)(17).

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Any payments not described in paragraph (1) above are not considered compensation if paid after severance from employment, even if they are paid within 2½ months following severance from employment, except for payments to the individual who does not currently perform services for the employer by reason of qualified military service (within the meaning of section§—414(u)(1) of the Internal Revenue Code) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the employer rather than entering qualified military service.

An employee who is in qualified military service (within the meaning of section§ 414(u)(1) of the Internal Revenue Code) shall be treated as receiving compensation from the employer during such period of qualified military service equal to (i) the compensation the employee would have received during such period if the employee were not in qualified military service, determined based on the rate of pay the employee would have received from the employer but for the absence during the period of qualified military service, or (ii) if the compensation the employee would have received during such period was not reasonably certain, the employee's average compensation from the employer during the twelve (12) month period immediately preceding the qualified military service (or, if shorter, the period of employment immediately preceding the qualified military service).

- (2) A Member may not receive an annual benefit that exceeds the dollar amount specified in Internal Revenue Code Section§—415(b)(1)(A), subject to the applicable adjustments in Internal Revenue Code Section§—415(b).
- (3) For purposes of applying the limits under Internal Revenue Code Section§—415(b) (“Limit”), the following will apply:
 - (A) prior to July 1, 2007, adjustments under §§-1300 and 1301 will be taken into consideration when determining a Member's applicable Limit;
 - (B) on and after July 1, 2007, with respect to a Member who does not receive a portion of the Member's annual benefit in a lump sum:
 - (i) a Member's applicable Limit will be applied to the Member's annual benefit in the first limitation year without regard to any automatic cost of living increases under §-1301;
 - (ii) to the extent the Member's annual benefit equals or exceeds the Limit, the Member will no longer be eligible for cost of living increases under §-1301 until such time as the benefit plus the accumulated increases under §-1301 are less than the Limit; and
 - (iii) thereafter, in any subsequent limitation year, the Member's annual benefit including any automatic cost of living increase applicable

under §-1301 shall be tested under the then applicable benefit limit including any adjustment to the Internal Revenue Code Section§-§ 415(b)(1)(A) dollar limit under Internal Revenue Code Section§ 415(d) and the regulations thereunder; and; and

(C) on and after July 1, 2007, with respect to a Member who receives a portion of the Member's annual benefit in a lump sum, a Member's applicable Limit shall be applied taking into consideration automatic cost of living increases under §-1301 as required by Internal Revenue Code Section§ 415(b) and applicable Treasury Regulations; and

(D) in no event will a Member's annual benefit payable under the Plan in any limitation year be greater than the limit applicable at the annuity starting date, as increased in subsequent years pursuant to Internal Revenue Code Section§-415(d) and the regulations thereunder. If the form of benefit without regard to the automatic benefit increase feature is not a straight life or a qualified joint and survivor annuity, then the preceding sentence is applied by either reducing the Internal Revenue Code Section§-415(b) limit applicable at the annuity starting date or adjusting the form of benefit to an actuarially equivalent straight life annuity benefit determined using the following assumptions that takes into account the death benefits under the form of benefit:

(i) For a benefit paid in a form to which Internal Revenue Code Section§-417(e)(3) does not apply, the actuarially equivalent straight life annuity benefit which is the greater of (or the reduced Internal Revenue Code Section§-415(b) limit applicable at the annuity starting date which is the lesser of when adjusted in accordance with the following assumptions):

a. The annual amount of the straight life annuity (if any) payable to the Member under the Pplan commencing at the same annuity starting date as the form of benefit payable to the Member, or

b. The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the form of benefit payable to the Member, computed using a 5 percent interest assumption (or the applicable statutory interest assumption) and (i) for years prior to January 1, 2009, the applicable mortality table described in Treasury Regulations §-1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62), and (ii) for years

after December 31, 2008, the applicable mortality tables described in ~~section~~§—417(e)(3)(B) of the Internal Revenue Code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing ~~section~~§—417(e)(3)(B) of the Internal Revenue Code); or

(ii) For a benefit paid in a form to which Internal Revenue Code ~~Section~~§—417(e)(3) applies, the actuarially equivalent straight life annuity benefit which is the greatest of (or the reduced Internal Revenue Code ~~Section~~§—415(b) limit applicable at the annuity starting date which is the least of when adjusted in accordance with the following assumptions):

a. The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using the interest rate and mortality table, or tabular factor, specified in the plan for actuarial experience;

b. The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using a 5.5% ~~percent~~ interest assumption (or the applicable statutory interest assumption) and (i) for years prior to January 1, 2009, the applicable mortality table for the distribution under Treasury Regulation §—1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in ~~section~~§—417(e)(3)(B) of the Internal Revenue Code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing ~~section~~§ 417(e)(3)(B) of the Internal Revenue Code); or

c. the annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable (computed using the applicable interest rate for the distribution under Treasury Regulation §—1.417(e)-1(d)(3) (the 30-year Treasury rate (prior to July 1, 2007, using the rate in effect for the month prior to retirement, and on and after July 1, 2007, using the rate in effect for the first day of the plan year with a one-year stabilization period)) and (i) for years prior to January 1, 2009, the applicable mortality

table for the distribution under Treasury Regulation §1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in section § 417(e)(3)(B) of the Internal Revenue Code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing section §—417(e)(3)(B) of the Internal Revenue Code), divided by 1.05.

(4) Notwithstanding any other provision of the Plan to the contrary, the Administrator may modify a request by a Member to make a contribution to this Plan if the amount of the contribution would exceed the limits provided in Internal Revenue Code Section §—415 by using the following methods:

(A) If this Plan requires a lump sum payment for the purchase of Service Credit, the Administrator may establish a periodic payment plan for the Member to avoid a contribution in excess of the limits under Internal Revenue Code Section §§-415(c) or 415(n).

(B) If payment pursuant to clause (h)(4)(A) will not avoid a contribution in excess of the limits imposed by Internal Revenue Code Section §—415(c), the Administrator may either reduce the Member's contribution to an amount within the limits of that section or refuse the Member's contribution.

(C) If a Member makes one or more contributions to purchase permissive service credit under the Plan, then the requirements of this section will be treated as met only if:

(i) the requirements of Internal Revenue Code Section §—415(b) are met, determined by treating the accrued benefit derived from all such contributions as an annual benefit for purposes of Internal Revenue Code Section §-415(b), or

(ii) the requirements of Internal Revenue Code Section §—415(c) are met, determined by treating all such contributions as annual additions for purposes of Internal Revenue Code Section §—415(c).

For purposes of applying sub~~paragraph~~section (i), the Plan will not fail to meet the reduced limit under Internal Revenue Code Section §——415(b)(2)(C) solely by reason of this ~~paragraph~~subsection (4), and for purposes of applying sub~~paragraph~~section (ii), the Plan will not fail to meet the

percentage limitation under Internal Revenue Code Section § 415(c)(1)(B) solely by reason of this paragraph subsection (4).

(D) For purposes of this paragraph subsection (4), the term "permissive service credit" means service credit:

- (i) recognized by the Plan for purposes of calculating a Member's benefit under the Plan,
- (ii) which such Member has not received under the Plan, and
- (iii) which such Member may receive only by making a voluntary additional contribution, in an amount determined under the Plan, which does not exceed the amount necessary to fund the benefit attributable to such service credit.

Such term may include service credit for periods for which there is no performance of service, and, notwithstanding clause (ii), may include service credited in order to provide an increased benefit for service credit which a Member is receiving under the Plan.

(E) The Plan will fail to meet the requirements of this paragraph subsection (4) if:

- (i) more than five years of nonqualified service credit are taken into account for purposes of this subsection paragraph (4), or
- (ii) any nonqualified service credit is taken into account under this subsection paragraph (4) before the Member has at least five years of participation under the Plan.

(F) For purposes of sub paragraph subsection (E), the term "nonqualified service credit" means permissive service credit other than that allowed with respect to:

- (i) service (including parental, medical, sabbatical, and similar leave) as an employee of the Government of the United States, any State or political subdivision thereof, or any agency or instrumentality of any of the foregoing (other than military service or service for credit which was obtained as a result of a repayment described in Internal Revenue Code Section § 415(k)(3)),
- (ii) service (including parental, medical, sabbatical, and similar leave) as an employee (other than as an employee described in clause (i)) of an education organization described in Internal Revenue Code Section § 170(b)(1)(A)(ii) which is a public, private, or sectarian

school which provides elementary or secondary education (through grade 12), or a comparable level of education, as determined under the applicable law of the jurisdiction in which the service was performed,

(iii) service as an employee of an association of employees who are described in clause (i), or

(iv) military service (other than qualified military service under Internal Revenue Code Section§—414(u)) recognized by such governmental plan.

In the case of service described in clause (i), (ii), or (iii), such service will be nonqualified service if recognition of such service would cause a Member to receive a retirement benefit for the same service under more than one plan.

(G) In the case of a trustee-to-trustee transfer, to which Internal Revenue Code Section§§—403(b)(13)(A) or §457(e)(17)(A) applies (without regard to whether the transfer is made between plans maintained by the same employer):

(i) the limitations of subsectionsubparagraph (E) will not apply in determining whether the transfer is for the purchase of permissive service credit, and

(ii) the distribution rules applicable under federal law to the Plan will apply to such amounts and any benefits attributable to such amounts.

(5) Prior to July 1, 2008, the limitation year for purposes of Internal Revenue Code Section§—415 is the plan year. Effective January 1, 2009, the limitation year for purposes of Internal Revenue Code Section§—415 is the calendar year beginning each January 1st –and ending December 31st, with a short limitation year beginning July 1, 2008, and ending December 31, 2008. This is a change in the limitation year made pursuant to Treasury Regulation Section§—1.415-2(b)(2) or successor regulation. The implementation of the change in the limitation year will be accomplished as required by Treasury Regulation Section§—1.415-2(b)(4) or successor regulation.

(6) Nothing contained in this section will limit the Administrator from modifying benefits to the extent such modifications are required by the City Charter and applicable state and federal law.

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- (i) ~~Internal Revenue Code Section§—§ 503(b) (Prohibited Transactions):~~ The Airport Authority Board and the Administrator may not engage in a transaction prohibited by ~~Section§—~~503(b) of the Internal Revenue Code.

~~Internal Revenue Code Section 414(u) (Military Service):~~ Notwithstanding any other provision of this Plan, contributions, benefits and Service Credit with respect to qualified military service are governed by Internal Revenue Code Section 414(u) and the Uniformed Services Employment and Reemployment Rights Act of 1994.

- (j) ~~Internal Revenue Code Section§—414(u) (Military Service):~~ Notwithstanding any other provision of this Plan, contributions, benefits and Service Credit with respect to qualified military service are governed by Internal Revenue Code ~~Section§—~~414(u) and the Uniformed Services Employment and Reemployment Rights Act of 1994.

(1) ~~Effective with respect to deaths occurring on or after January 1, 2007, while a Member is performing qualified military service (as defined in chapter 43 of title 38, United States Code), to the extent required by section§—401(a)(37) of the Internal Revenue Code, survivors of a Member in the Plan are entitled to any additional benefits that the Plan would provide if the Member had resumed employment and then died, such as accelerated vesting or survivor benefits that are contingent on the Member's death while employed. In any event, a deceased Member's period of qualified military service must be counted for vesting purposes.~~

~~(j) —(2) Beginning January 1, 2009, to the extent required by section§—414(u)(12) of the Internal Revenue Code, an individual receiving differential wage payments (as defined under section§—3401(h)(2) of the Internal Revenue Code) from the Airport Authority shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under section§—415(c) of the Internal Revenue Code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.~~

- (k) ~~Internal Revenue Code Section§— 411(e) (Vesting):~~ In addition to any protection provided by this Plan and California law:

- (1) A Member will be 100% vested in all Plan benefits upon attainment of this Plan's age and service requirements for this Plan's normal retirement benefit; and
- (2) A Member will be 100% vested in all Plan benefits in the event this Plan is terminated or experiences a complete discontinuance of contributions.

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§1001 Exemption from Process; Assignments Prohibited

- (a) All amounts held, controlled or distributed by this Plan are unassignable and are exempt from execution, garnishment, attachment, judgment or any other process of any court or agency, other than this Plan, unless permitted by California Code of Civil Procedure ~~Section~~§—704.110. This section does not affect this Plan's right to collect overpayments it has made to a Member, Retired Member or Beneficiary.
- (b) The benefits under this Plan are not transferable by *inter vivos* gift or testamentary disposition.

DIVISION 11: PURCHASE OF SERVICE CREDIT

§1100 Purchase of Service Credit for Periods of Missed Contributions

A Member may purchase Service Credit, provided that it is not nonqualified service credit, as defined by ~~Section~~§—415(n)(3)(C) of the Internal Revenue Code of 1986 (26 U.S.C. §—see-415(n)(3)(C)), for any prior period during which the Member was:

- (a) employed by the UPD, the City or the Airport Authority, but not making contributions to this Plan or another SDCERS-administered plan;
- (b) on an unpaid leave of absence and receiving long term disability benefits under a program sponsored by the UPD, the City or the Airport Authority, but only if the Member left the Member's contributions with this Plan or another SDCERS-administered plan;
- (c) on an unpaid leave of absence approved by the UPD, the City or the Airport Authority based on the Family Medical Leave Act ("FMLA");
- (d) on an unpaid leave of absence approved by the Airport Authority while performing military service or while on military leave covered by the Uniformed Services Employment and Re-employment Rights Act of 1994 ("USERRA"); or
- (e) on an unpaid leave of absence approved by the UPD, the City or the Airport Authority not covered by the FMLA or USERRA, but only if the leave began before January 2, 1997.

§1101 Purchase of Service Credit on Reinstatement for a Break in Service

A Member may purchase Service Credit, provided that it is not nonqualified service credit, as defined by ~~Section~~§—415(n)(3)(C) of the Internal Revenue Code of 1986 (26 U.S.C. §—see-415(n)(3)(C)), for the period between the Member's termination and re-employment in the following two circumstances:

- (a) The Member:

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- (1) terminated UPD service without fault,
 - (2) left his or her Employee Contributions with the SDCERS Plan or this Plan, or repaid them under §-1102, and
 - (3) was re-employed by the UPD on or before January 1, 1997; or,
- (b) The Member:
- (1) terminated Airport Authority service without fault,
 - (2) left his or her Employee Contributions with the SDCERS Plan or this Plan, or repaid them under §-1102, and
 - (3) was re-employed by the Airport Authority no more than six months after the date of such termination.

§1102 Repayment of Previously Refunded Employee Contributions

A Member who is re-employed by the Airport Authority may repay the contributions this Plan previously refunded to the Member, plus interest at the actuarial interest rate, under the Board Rules and procedures established by the Administrator.

§1103 General Provision for Five-Year Purchase of Service Credit

A Member hired by the Airport Authority on or before October 2, 2006, may purchase a maximum of five years of Service Credit in addition to any other Service Credit the Member is eligible to purchase under this Division, provided that it is not nonqualified service credit, as defined by Section §—415(n)(3)(C) of the Internal Revenue Code of 1986 (26 U.S.C. §see: 415(n)(3)(C)). Service purchased under this section does not count towards the five-year vesting requirement. A Member hired by the Airport Authority after October 2, 2006, is not entitled to purchase Service Credit under this section.

§1104 Cost of Service Credit

- (a) The cost of Service Credit for military leave covered by USERRA is the amount the Administrator determines to be the employee-only cost of that Service Credit. The Member may purchase this Service Credit over a period of up to three times the length of the Member's military service, not to exceed five years. If the Member purchases Service Credit for military leave covered by USERRA, the Airport Authority must pay this Plan, on the Member's behalf, the contributions it would have paid if the Member had continued working for the Airport Authority during the Member's period of military service.
- (b) The cost of Service Credit for approved leaves of absence of one year or less is the amount the Administrator determines to be the employee-only cost of that Service Credit.

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For approved leaves of absence of over one year, the cost for the first year of Service Credit is the amount the Administrator determines to be the employee-only cost of that Service Credit; the cost of Service Credit for the period in excess of the first year is the cost the Administrator determines to be the employee and employer cost of that Service Credit.

- (c) The cost of Service Credit for a probationary period is calculated by multiplying the average contribution rate of a Member by the Base Compensation the Member received during the Member's probationary period, and then by rounding that monthly salary to the nearest \$100 and applying an average interest rate of 4.5% per year from the date the Member joined this Plan to the date the Service Credit is purchased.
- (d) The cost of Service Credit purchased under §-1101 is the amount the Administrator determines to be the employee and employer cost of that Service Credit.
- (e) The cost of any Service Credit purchased under this Division not covered by subsection (a) through (d) of this section is the amount the Administrator determines to be the employee and employer cost of that Service Credit.

§1105 Purchase of Service Credit Payment Options

Subject to any limitations imposed by the Internal Revenue Code, a Member may purchase Service Credit by a lump sum, installment payments, direct transfer from any defined contribution plan maintained by the Airport Authority, or by any other manner approved by the Administrator. The Plan administers all payments by a Member to purchase Service Credit as Employee Contributions. No Member will receive Service Credit under this Division for any service for which payment has not been completed before the effective date of the Member's retirement.

§1106 Purchase of Service Credit and Age at Entry

A Member's purchase of Service Credit under this Plan does not affect the Member's age at entry into the Plan or into the SDCERS Plan, if applicable.

DIVISION 12: DEFERRED RETIREMENT OPTION PLAN

§1200 Purpose and Duration

- (a) A deferred retirement option plan ("DROP") was created for Airport Authority Members to offer them an alternative method of accruing benefits in this Plan. DROP is available only to Members hired on or before October 2, 2006, and is not available to any Member hired by the Airport Authority after October 2, 2006. The DROP provision is effective under this Plan on January 1, 2003.
- (b) DROP is intended to add flexibility to this Plan for its Members. It provides a Member who elects to participate in DROP access to a lump sum benefit when the Member retires,

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in addition to the Member's Monthly Retirement Allowance. DROP is intended to be cost neutral.

§1201 Eligibility, Duration of DROP Participation, Selection of Survivor Option and Waiver

- (a) Except as provided in §-1200, any Member who is eligible for a service retirement is eligible to participate in DROP.
- (b) Before a Member may participate in DROP, he or she must voluntarily and irrevocably:
 - (1) designate a participation period of 60 consecutive months or less;
 - (2) elect to receive either the maximum benefit or one of the retirement settlement options described in Division 6 of this Plan;
 - (3) designate a Beneficiary for the continuance payable upon the Member's death, if there will be a continuance;
 - (4) stop accruing benefits under any other Division of this Plan starting on the day the Member enters DROP;
 - (5) have DROP benefits credited to a DROP Account as provided in this Division;
 - (6) accrue benefits under the terms of this Division starting on the day the Member enters DROP;
 - (7) receive benefits from this Plan when the Member leaves DROP and retires, as provided in this Plan;
 - (8) agree to leave Airport Authority employment on or before the end of the Member's designated DROP participation period; and
 - (9) waive the Member's right to assert a claim or bring an action against the Airport Authority or this Plan, based on age discrimination or any other employment discrimination law, arising out of the Member's participation in DROP or the requirement that the Member terminate employment at the end of the Member's DROP period.

§1202 Termination of DROP Participation

- (a) A Member who is participating in DROP may leave DROP at any time before the end of the Member's designated DROP participation period by voluntarily terminating Airport Authority employment.

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- (b) The Plan will stop the Member's participation in DROP when any of the following events occurs:
- (1) the Member's designated DROP participation period ends;
 - (2) the Member's Airport Authority employment is terminated for cause; but, if the termination for cause is reversed, the Member's participation will be reinstated for the remainder of the Member's designated DROP participation period, and the Member's DROP Account balance will be reinstated less any benefits distributed from the Member's DROP Account;
 - (3) the Member dies; or
 - (4) the Administrator grants the Member a disability retirement.

§1203 DROP Benefits and Accounts

- (a) A DROP ~~a~~Account ("DROP Account") is a "nominal" account established within this Plan on behalf of each DROP participant. All benefits accrued by a Member under this Division are accounted for in the Member's DROP Account. A DROP participant does not have a claim on this Plan's assets with respect to the Member's DROP Account, and this Plan will not set aside any assets for any DROP participant that are separate from other Plan assets.
- (b) All amounts credited to a Member's DROP Account are fully vested.
- (c) A Member's DROP Account will be credited with:
- (1) An amount, credited monthly, which is calculated in the same manner as the Member's Monthly Retirement Allowance. This amount will increase each year by a COLA.
 - (2) An amount, credited annually, representing the Annual Supplemental Benefit.
 - (3) An amount equal to 3.05% of the Member's Base Compensation, credited bi-weekly at the end of each pay period, which is paid by the Airport Authority.
 - (4) An amount equal to 3.05% of the Member's Base Compensation, credited bi-weekly at the end of each pay period, which is deducted from the Member's salary on a pre-tax basis pursuant to Internal Revenue Code ~~Section~~ §-414(h)(2).
 - (5) Interest on the above amounts, as determined by the Administrator.

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§1204 Additional DROP Provisions

- (a) The Member and the Airport Authority will stop making Employee Contributions and Employer Contributions to this Plan for the Member on the day the Member enters DROP.
- (b) A Member who becomes disabled while participating in DROP is eligible to apply for disability retirement benefits. If the Member's application for disability retirement benefits is approved by the Administrator:
 - (1) the Member's disability retirement benefit will be calculated using the Member's age, Service Credit, and Final Average Salary in effect when the Member entered DROP; and
 - (2) the Member will be eligible to receive all amounts in the Member's DROP Account, as provided in §-1206.
- (c) If a Member dies while participating in DROP, the Member's Beneficiary will receive all of the following that apply:
 - (1) All amounts in the Member's DROP Account.
 - (2) The retiree death benefit.
 - (3) If the Beneficiary is eligible to receive the Industrial Death Benefit, the Beneficiary may elect to receive this benefit in place of any survivor continuance otherwise payable under this Division. The Plan will calculate the benefit using the Member's age, Service Credit and Final Average Salary in effect when the Member entered DROP.
 - (4) If the Member's Beneficiary is not eligible for the Industrial Death Benefit, and the Member designated a Beneficiary to receive a continuance before entering DROP, the Member's Beneficiary will receive the survivor continuance elected by the Member.
- (d) No Beneficiary designation made under this section may abrogate the Member's community property obligations under applicable California law.

§1205 Designation of Beneficiary

- (a) Before entering DROP, the Member must designate a Beneficiary for the Member's DROP Account. The Member may change this Beneficiary designation at any time before the amounts in the Member's DROP Account are fully distributed, and before any joint and survivor annuity begins.

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- (b) If the Member's DROP Account Beneficiary dies before the Member does, and the Member then dies before designating a new Beneficiary, this Plan will distribute all amounts in the Member's DROP Account to the Member's estate.
- (c) No Beneficiary designation made under this section may abrogate the Member's community property obligations under applicable California law.

§1206 Payment of Benefits

- (a) When a Member simultaneously leaves DROP and retires, the Member will:
 - (1) begin receiving the Member's Monthly Retirement Allowance;
 - (2) begin receiving the Annual Supplemental Benefit, to the extent the Member is eligible; and
 - (3) be entitled to receive the amounts credited to the Member's DROP Account.
- (b) A Member who leaves DROP and retires after December 31, 2005, must elect, before his or her retirement date, to receive his or her DROP Account in one of the following benefit forms. —The Plan will make these payments on the normal monthly payment cycle.
 - (1) Lump Sum: The Member may elect a single lump sum distribution of his or her entire DROP Account, to be paid within 60 days of his or her retirement date. A lump sum distribution may include a rollover to another plan, subject to IRS requirements.
 - (2) Monthly Payments Over 240 Months: The Member may make an irrevocable election, at retirement, to receive his or her DROP Account in substantially equal monthly payments over 240 months, effective within 30 days of the Member's retirement date. If the Member dies before all 240 payments have been made, this Plan will continue the monthly payments to the Member's DROP Bbeneficiary until all payments have been made. In the alternative, the Bbeneficiary may elect to receive the commuted value of the remaining monthly payments in lump sum within 90 days of the Member's death. If the Bbeneficiary dies before all payments have been made, this Plan will pay the commuted value of the remaining monthly payments in lump sum, to the Bbeneficiary's estate or named beneficiary. This benefit form is not available to a Member whose life expectancy at retirement is less than 20 years, using the Single Life Table in Treas. Reg. §-1.401(a)(9)-9, Q&A-1.
 - (3) Monthly Payments over Member's Life Expectancy: The Member may make an irrevocable election, at retirement, to receive his or her DROP Account in substantially equal monthly payments of a fixed amount and duration over a period equal to the Member's life expectancy at the time of retirement, using the

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Single Life Table in Treas. Reg. §-1.401(a)(9)-9, Q&A-1. Payments under this benefit form are effective at retirement. If the Member dies before all payments have been made, this Plan will continue the monthly payments to the Member's DROP **B**eneficiary until all payments have been made. In the alternative, the **B**eneficiary may elect to receive the commuted value of the remaining monthly payments in lump sum within 90 days of the Member's death. If the **B**eneficiary dies before all payments have been made, this Plan will pay the commuted value of the remaining monthly payments, in lump sum, to the **B**eneficiary's estate or named **B**eneficiary.

- (4) Partial Lump Sum at Retirement plus Monthly Payments over Member's Life Expectancy: The Member may make an irrevocable election to receive, at retirement, a lump sum distribution of a portion of his or her DROP Account, with the remainder of the **DROP** Account paid to the Member in substantially equal monthly payments over a period equal to the Member's life expectancy at the time of retirement, using the Single Life Table in Treas. Reg. §-1.401(a)(9)-9, Q&A-1.
- (c) Payments under this benefit form are effective at retirement. If the Member dies before all payments have been made, this Plan will continue the monthly payments to the Member's DROP **B**eneficiary until all payments have been made. In the alternative, the **B**eneficiary may elect to receive the commuted value of the remaining monthly payments in lump sum within 90 days of the Member's death. If the **B**eneficiary dies before all payments have been made, this Plan will pay the commuted value of the remaining monthly payments, in lump sum, to the **B**eneficiary's estate or named **B**eneficiary. Payments under the benefit forms described in subsections (b)(2) through (b)(4) will be calculated using the annuity factor on the date of the Member's retirement, as determined by the Administrator.
- (d) Notwithstanding any language herein to the contrary, if the Member chooses any benefit form other than a lump sum distribution at retirement, the Member may at any time during the distribution period elect to receive the commuted value of his or her remaining monthly payments in lump sum.
- (e) If a Member dies after retirement, but before selecting a benefit form, the Member's **B**eneficiary may either select any of the benefit forms under subsection (b), subject to applicable tax law, with distributions beginning within 60 days of the Member's death.
- (f) All distributions made to or on behalf of a Member must comply with the Final Regulations issued under Internal Revenue Code ~~Section~~§-401(a)(9). The Plan may distribute a Member's DROP Account earlier than the Member has elected if necessary to assure compliance with Internal Revenue Code ~~Section~~§-401(a)(9).
- (g) If a Member's former spouse has been awarded a portion of the Member's DROP Account by court order or an agreement that is binding upon this Plan, the former spouse will receive his or her interest in the account in one lump sum distribution when the

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Member leaves DROP, or as soon as practicable after a final and valid domestic relations order has been served on this Plan, whichever comes later. No other benefit forms are available to the Member's former spouse.

- (h) A Member who does not make the election required by subsection (b) before the effective date of his or her retirement will be deemed to have elected the lump sum option set forth in subsection (b)(1).
- (i) The following rules govern the payment of benefits under this Division:
 - (1) No COLA, Annual Supplemental Benefit or later similar adjustment will be made with respect to any benefit payable under subsection (b) of this section.
 - (2) Each benefit form paid must be the Actuarial Equivalent of the amount credited to the Member's DROP Account at the end of the Member's DROP participation period.
 - (3) Each benefit form paid must equal the amount credited to the Member's DROP Account, including interest credited to that account after the Member retires. If amounts remain credited to the Member's DROP Account after the Member's death, this Plan will pay the remaining amounts to the Member's Beneficiary in the benefit form the Member selected before the Member's death. If the Member did not select a form, the Beneficiary may elect to be paid under any of the benefit forms provided in subsection (b) of this section.
- (j) The Plan will credit the DROP Accounts of Retired Members as follows:
 - (1) If a Member or Beneficiary receives a benefit form other than a single lump sum distribution of the entire DROP Account, the value of the Member's DROP Account will be credited with interest quarterly and reduced by the amount of distributions.
 - (2) The annualized interest rate credited to the DROP Account under subsection (j)(1) of this section may not exceed the higher of the following:
 - (A) 5%, or
 - (B) the actuarial interest rate the Administrator is using to credit DROP Accounts on the date that the Member begins receiving the Member's Monthly Retirement Allowance from this Plan.

§1207 Compliance with Applicable Provisions of the Internal Revenue Code

- (a) DROP is not intended to jeopardize this Plan's tax-qualified status under the Internal Revenue Service's rules and regulations. The Administrator may adopt Board Rules and regulations to assure that DROP complies with applicable federal laws and regulations.

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- (b) Despite any other provision in this Plan, benefits provided under this Division are subject to the requirements of the Internal Revenue Code and regulations issued under the Internal Revenue Code for this Plan to remain a tax-qualified retirement plan, including the following:
- (1) The limitations of Internal Revenue Code Section§-415 relating to the amount of benefits that may be paid.
 - (2) The limitations of Internal Revenue Code Section§-401(a)(17) relating to the amount of compensation that can be taken into account for benefit accrual.
 - (3) The limitations of Internal Revenue Code Section§-401(a)(9) relating to the time that benefit payments must begin.
 - (4) The rules of Internal Revenue Code Section§-401(a)(31) relating to the rollover of benefits.
 - (5) The limitations of Internal Revenue Code Section§-401(a)(25) relating to "definitely determinable" benefits.

§1208 Employment Status during DROP Participation

A Member who elects to participate in DROP has all of the rights, privileges and benefits, and is subject to all other terms and conditions of active employment, except as provided in this Division.

DIVISION 13: INVESTMENT EARNINGS, SUPPLEMENTAL BENEFITS AND ADJUSTMENTS

§1300 Annual Supplemental Benefit (13th Check)

- (a) This section provides the general guidelines for paying the Annual Supplemental Benefit by identifying and defining the Retired Members qualified to receive this benefit ("Qualified Retirees"), and establishing the amount of the Annual Supplemental Benefit.
- (b) The following criteria apply in identifying Qualified Retirees eligible to receive the Annual Supplemental Benefit:
- (1) The Retired Member must have completed 5 years of Service Credit.
 - (2) The Retired Member must be on the payroll for the month of October of any year in which the Annual Supplemental Benefit is being paid.
 - (3) The Retired Member must have been hired on or before October 2, 2006. Retired Members who were hired after October 2, 2006 are not entitled to any benefits under this §-1300.

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- (c) The amount of the Annual Supplemental Benefit amount to be paid to each Qualified Retiree is \$30 per year of Service Credit.
- (d) In years that it is paid, the Annual Supplemental Benefit will be paid in November.
- (e) The Administrator will determine the Annual Supplemental Benefit of a survivor of a deceased Qualified Retiree in the same ratio as the survivor's monthly benefit bears to the Qualified Retiree's Monthly Retirement Allowance.
- (f) The Administrator will pay the Annual Supplemental Benefit only when there are sufficient Surplus Undistributed Earnings to pay it. The San Diego Municipal Code sets forth the method for determining: (1) the amount of Surplus Undistributed Earnings and (2) whether there are sufficient Surplus Undistributed Earnings to pay the Annual Supplemental Benefit.
- (g) The Administrator may enact Board Rules and procedures, as necessary, concerning the Annual Supplemental Benefit.

§1301 Cost of Living Adjustments

Before each July 1st, the Administrator will determine whether there has been an increase or decrease in the cost of living for the year ending the previous December 31st, as shown by the Bureau of Labor Statistics Consumer Price Index, United States--All items. Based on this determination, on each July 1st, this Plan will increase or decrease the Monthly Retirement Allowance of each Retired Member by the percentage of this annual increase or decrease. But, no decrease may reduce a Retired Member's Monthly Retirement Allowance below the amount the Retired Member was receiving when the Retired Member first retired, and no increase or decrease may exceed 2% in any one year. If the amount of the cost of living increase or decrease in any year exceeds the 2% limit, the excess increase or decrease will accumulate to be met by increase or decreases in allowances in future years. The Member and the Airport Authority will share equally the cost of all cost of living increases.

§1302 Surplus Undistributed Earnings

The Board will credit to the reserve for Employer Contributions any Surplus Undistributed Earnings remaining after the payment of:

- (a) the Annual Supplemental Benefit (i.e., the "13th Check") for that year; and
- (b) any other non-actuarially funded benefits for that year.

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_____, 2013 _____ on _____

<p><u>Approved as to Legal Form:</u></p> <p>By: _____ <u>General Counsel</u></p> <p>Date: _____</p>	<p><u>SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY</u></p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p><u>Approved as to Legal Form:</u></p> <p>By: _____ <u>General Counsel</u></p> <p>Date: _____</p>	<p><u>TRUSTEE</u></p> <p><u>Board of Administration for the San Diego City Employees' Retirement System</u></p> <p>By: _____ <u>President</u></p> <p>Title: _____</p> <p>Date: _____</p>

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

By: _____
Title: _____
Date: _____

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TRUSTEE

**Board of Administration for the San Diego City
Employees' Retirement System**

By: _____

President

Date: _____

Exhibit A

Definition of "Base Compensation"

The term "Base Compensation" means the compensation identified by the pay codes set forth below. All other compensation is specifically excluded from the definition of "Base Compensation", unless the Airport Authority's Board, in its sole discretion, amends such definition to include any additional items, in which case such additional items shall be included in the definition of "Base Compensation" only on a prospective basis. The Airport Authority's Board, in its sole discretion, may delete any items from the definition of "Base Compensation" at any time.

PDBA Code	Description	Pensionable Earnings -	
		Classic Members	PEPRA Members
1	Regular	Yes	Yes
2	Regular (Mid PP Chg)	Yes	Yes
10	Travel	Yes	No
12	Training	Yes	Yes
14	Light Duty	Yes	Yes
16	Disability	Yes	Yes
17	Medical Appt	Yes	Yes
20	Paid Time Off	Yes	Yes
21	Other Leave	Yes	Yes
22	PTO Non Sche	Yes	Yes
30	Sick Leave	Yes	Yes
31	Sick Non Sch	Yes	Yes
32	Admin Lv	Yes	Yes
50	Holiday	Yes	Yes
60	Military Lv	Yes	Yes
61	Bereavement	Yes	Yes
62	Catastrophic	Yes	Yes
63	Jury Duty	Yes	Yes

64 Meeting	Yes	Yes
<u>Exhibit A</u>		
<u>Definition of "Base Compensation"</u>		
<p>The term "Base Compensation" means the compensation identified by the pay codes set forth below. All other compensation is specifically excluded from the definition of "Base Compensation", unless the Airport Authority's Board, in its sole discretion, amends such definition to include any additional items, in which case such additional items shall be included in the definition of "Base Compensation" only on a prospective basis. The Airport Authority's Board, in its sole discretion, may delete any items from the definition of "Base Compensation" at any time.</p>		

<u>PDBA</u>	<u>Description</u>	<u>Pensionable</u>	<u>Pensionable</u>
<u>Code</u>		<u>Earnings -</u>	<u>Earnings -</u>
		<u>Classic</u>	<u>New-PEPRA</u>
		<u>Members</u>	<u>Members</u>

65	Exercise	Yes	No
93	Injury Leave	Yes	No
100	OT Strgh Pay	No	No
105	Hol Worked	No	No
110	Stand By	Yes	No
120	OT Holiday	No	No
130	OT Training	No	No
150	Overtime	No	No
200	Doubletime	No	No
400	Injury Repay	Yes	No
500	PTO Cashout	No	No
505	Retro Shift	Yes	No
510	Retro Pay	Yes	No
511	Retro-Drop	No	No
515	Taxable Mile	Yes	No
521	YE Oth Leave	No	No
550	Severance	No	No
555	PTO Term	No	No

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560 ExecPhysical	No	No
565 Relocation	No	No

Exhibit A

Definition of "Base Compensation"

The term "Base Compensation" means the compensation identified by the pay codes set forth below. All other compensation is specifically excluded from the definition of "Base Compensation", unless the Airport Authority's Board, in its sole discretion, amends such definition to include any additional items, in which case such additional items shall be included in the definition of "Base Compensation" only on a prospective basis. The Airport Authority's Board, in its sole discretion, may delete any items from the definition of "Base Compensation" at any time.

PDBA Code

Description

Pensionable Earnings - Classic Members

Pensionable Earnings - New-PEPRA Members

570	Signon Bonus	Yes	No
575	Recon Award	No	No
576	Signon Bonus	Yes	No
577	Tuition (Taxable)	No	No
578	Recon-Award	Yes	No
579	Bonus	No	No
580	Tuition (Taxable)	Yes	No
581	Tuition Reim	No	No
582	Bonus	No	No
583	Tuition	No	No
584	Safety Shoes	No	No
585	Tuition Reim	No	No
586	Safety Shoes	No	No
587	Tuition	No	No
588	Transit Pass	No	No
589	Safety Shoes	No	No
590	Transit Pass	No	No
591	Mile No Tax	No	No
592	Transit Pass	No	No
593	Mile-Ne Tax	No	No
594	Uniforms	No	No
595	Mile-Ne Tax	No	No
596	Meal Reimbur	No	No
597	Uniforms	No	No
598	Meal Reimbur	No	No
599	Board Fee	No	No
600	Meal Reimbur	No	No
601	W/C Payment	No	No
602	Board Fee	No	No
603	W/C Payment	No	No
604	Workers Comp	No	No
605	W/C Payment	No	No
606	Workers Comp	No	No
607	W/C Payment	No	No
608	Workers Comp	No	No
609	W/C Payment	No	No
610	Workers Comp	No	No
611	W/C Payment	No	No
612	Workers Comp	No	No
613	W/C Payment	No	No
614	Workers Comp	No	No
615	W/C Payment	No	No
616	Workers Comp	No	No
617	W/C Payment	No	No
618	Workers Comp	No	No
619	W/C Payment	No	No
620	Workers Comp	No	No
621	W/C Payment	No	No
622	Workers Comp	No	No
623	W/C Payment	No	No
624	Workers Comp	No	No
625	W/C Payment	No	No
626	Workers Comp	No	No
627	W/C Payment	No	No
628	Workers Comp	No	No
629	W/C Payment	No	No
630	Workers Comp	No	No
631	W/C Payment	No	No
632	Workers Comp	No	No
633	W/C Payment	No	No
634	Workers Comp	No	No
635	W/C Payment	No	No
636	Workers Comp	No	No
637	W/C Payment	No	No
638	Workers Comp	No	No
639	W/C Payment	No	No
640	Workers Comp	No	No
641	W/C Payment	No	No
642	Workers Comp	No	No
643	W/C Payment	No	No
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658	Workers Comp	No	No
659	W/C Payment	No	No
660	Workers Comp	No	No
661	W/C Payment	No	No
662	Workers Comp	No	No
663	W/C Payment	No	No
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671	W/C Payment	No	No
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673	W/C Payment	No	No
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675	W/C Payment	No	No
676	Workers Comp	No	No
677	W/C Payment	No	No
678	Workers Comp	No	No
679	W/C Payment	No	No
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711	W/C Payment	No	No
712	Workers Comp	No	No
713	W/C Payment	No	No
714	Workers Comp	No	No
715	W/C Payment	No	No
716	Workers Comp	No	No
717	W/C Payment	No	No
718	Workers Comp	No	No
719	W/C Payment	No	No
720	Workers Comp	No	No
721	W/C Payment	No	No
722	Workers Comp	No	No
723	W/C Payment	No	No
724	Workers Comp	No	No
725	W/C Payment	No	No
726	Workers Comp	No	No
727	W/C Payment	No	No
728	Workers Comp	No	No
729	W/C Payment	No	No
730	Workers Comp	No	No
731	W/C Payment	No	No
732	Workers Comp	No	No
733	W/C Payment	No	No
734	Workers Comp	No	No
735	W/C Payment	No	No
736	Workers Comp	No	No
737	W/C Payment	No	No
738	Workers Comp	No	No
739	W/C Payment	No	No
740	Workers Comp	No	No
741	W/C Payment	No	No
742	Workers Comp	No	No
743	W/C Payment	No	No
744	Workers Comp	No	No
745	W/C Payment	No	No
746	Workers Comp	No	No
747	W/C Payment	No	No
748	Workers Comp	No	No
749	W/C Payment	No	No
750	Workers Comp	No	No
751	W/C Payment	No	No
752	Workers Comp	No	No
753	W/C Payment	No	No
754	Workers Comp	No	No
755	W/C Payment	No	No
756	Workers Comp	No	No
757	W/C Payment	No	No
758	Workers Comp	No	No
759	W/C Payment	No	No
760	Workers Comp	No	No
761	W/C Payment	No	No
762	Workers Comp	No	No
763	W/C Payment	No	No
764	Workers Comp	No	No
765	W/C Payment	No	No
766	Workers Comp	No	No
767	W/C Payment	No	No
768	Workers Comp	No	No
769	W/C Payment	No	No
770	Workers Comp	No	No
771	W/C Payment	No	No
772	Workers Comp	No	No
773	W/C Payment	No	No
774	Workers Comp	No	No
775	W/C Payment	No	No
776	Workers Comp	No	No
777	W/C Payment	No	No
778	Workers Comp	No	No
779	W/C Payment	No	No
780	Workers Comp	No	No
781	W/C Payment	No	No
782	Workers Comp	No	No
783	W/C Payment	No	No
784	Workers Comp	No	No
785	W/C Payment	No	No
786	Workers Comp	No	No
787	W/C Payment	No	No
788	Workers Comp	No	No
789	W/C Payment	No	No
790	Workers Comp	No	No
791	W/C Payment	No	No
792	Workers Comp	No	No
793	W/C Payment	No	No
794	Workers Comp	No	No
795	W/C Payment	No	No
796	Workers Comp	No	No
797	W/C Payment	No	No
798	Workers Comp	No	No
799	W/C Payment	No	No
800	Workers Comp	No	No
801	W/C Payment	No	No
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811	W/C Payment	No	No
812	Workers Comp	No	No
813	W/C Payment	No	No
814	Workers Comp	No	No
815	W/C Payment	No	No
816	Workers Comp	No	No
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818	Workers Comp	No	No
819	W/C Payment	No	No
820	Workers Comp	No	No
821	W/C Payment	No	No
822	Workers Comp	No	No
823	W/C Payment	No	No
824	Workers Comp	No	No
825	W/C Payment	No	No
826	Workers Comp	No	No
827	W/C Payment	No	No
828	Workers Comp	No	No
829	W/C Payment	No	No
830	Workers Comp	No	No
831	W/C Payment	No	No
832	Workers Comp	No	No
833	W/C Payment	No	No
834	Workers Comp	No	No
835	W/C Payment	No	No
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837	W/C Payment	No	No
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849	W/C Payment	No	No
850	Workers Comp	No	No
851	W/C Payment	No	No
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863	W/C Payment	No	No
864	Workers Comp	No	No
865	W/C Payment	No	No
866	Workers Comp	No	No
867	W/C Payment	No	No
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869	W/C Payment	No	No
870	Workers Comp	No	No
871	W/C Payment	No	No
872	Workers Comp	No	No
873	W/C Payment	No	No
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877	W/C Payment	No	No
878	Workers Comp	No	No
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880	Workers Comp	No	No
881	W/C Payment	No	No
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884	Workers Comp	No	No
885	W/C Payment	No	No
886	Workers Comp	No	No
887	W/C Payment	No	No
888	Workers Comp	No	No
889	W/C Payment	No	No
890	Workers Comp	No	No
891	W/C Payment	No	No
892			

DRAFT

7/2/20137/1/20137/1/20136/27/20136/27/20136/27/20136/27/20136/26/20136/26/20136/25/20136/25/20136/21/20136/10/20136/10/20136/6/20136/6/20136/6/20136/5/2013

I Fire Extinguisher

W Welder

X Spec Skill AND Out of Class

No

No

No

N/A

N/A

N/A

000176



**SAN DIEGO COUNTY
REGIONAL AIRPORT AUTHORITY**

Meeting Date: **JULY 11, 2013**

Subject:

Business and Travel Expense Reimbursement Reports for Board Members, President/CEO, Chief Auditor and General Counsel When Attending Conferences, Meetings, and Training at the Expense of the Authority

Recommendation:

For information only.

Background/Justification:

Authority Policy 3.30 (2)(b) and (4)(b) require that business expenses reimbursements of Board Members, the President/CEO, the Chief Auditor and the General Counsel be approved by the Executive Committee and presented to the Board for its information at its next regularly scheduled meeting.

Authority Policy 3.40 (2)(b) and (3)(b) require that travel expense reimbursements of Board Members, the President/CEO, the Chief Auditor and the General Counsel be approved by the Executive Committee and presented to the Board for its information at its next regularly scheduled meeting.

The attached reports are being presented to comply with the requirements of Policies 3.30 and 3.40.

Fiscal Impact:

Funds for Business and Travel expenses are included in the FY 2013 Budget.

Authority Strategies:

This item supports one or more of the Authority Strategies, as follows:

- Community Strategy Customer Strategy Employee Strategy Financial Strategy Operations Strategy

Environmental Review:

- A. This Board action is not a project that would have a significant effect on the environment as defined by the California Environmental Quality Act (CEQA), as amended. 14 Cal. Code Regs. §15378. This Board action is not a "project" subject to CEQA. Cal. Pub. Res. Code §21065.
- B. California Coastal Act Review: This Board action is not a "development" as defined by the California Coastal Act. Cal. Pub. Res. Code §30106.

Equal Opportunity Program:

Not applicable.

Prepared by:

TONY RUSSELL
DIRECTOR, CORPORATE SERVICES/AUTHORITY CLERK

MARK BURCHYETT

**SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
TRAVEL EXPENSE REPORT**

(To be completed within 30 days from travel return date)

TRAVELER: MARK BURCHYETT DEPT. NAME & NO. CHIEF AUDITOR
 DEPARTURE DATE: 6/2/2013 RETURN DATE: 6/11/2013 REPORT DUE: 7/11/13
 DESTINATION: Association of Airport Internal Auditors - Kansas City, MO

Please refer to the Authority Travel and Lodging Expense Reimbursement Policy, Article 3, Part 3.4, Section 3.40, outlining appropriate reimbursable expenses and approvals. Please attach all required supporting documentation. All receipts must be detailed, (credit card receipts do not provide sufficient detail). Any special items should be explained in the space provided below.

	Authority Expenses (Prepaid by Authority)	Employee Expenses							TOTALS
		SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	
Air Fare, Railroad, Bus (attach copy of Itinerary w/charges)	447.90								0.00
Conference Fees (provide copy of flyer/registration expenses)	500.00								0.00
Rental Car*									0.00
Gas and Oil*									0.00
Garage/Parking*									0.00
Mileage - attach mileage form*									0.00
Taxi and/or Shuttle Fare (include tips pd.)*		54.00	3.00						57.00
Hotel*		117.44	117.44	117.44					352.32
Telephone, internet and Fax*									0.00
Laundry*									0.00
Tips - separately paid (maids, bellhop, other hotel srvs.)									0.00
Meals (include tips pd.)	Breakfast*								0.00
	Lunch*								0.00
	Dinner*		68.41	95.12					163.53
	Other Meals*								0.00
<i>Alcohol is a non-reimbursable expense</i>									
Hospitality ¹ *									0.00
Miscellaneous: Baggage Fees									0.00
									0.00
									0.00
*Provide detailed receipts									0.00
Total Expenses prepaid by Authority	947.90	239.85	215.56	117.44	0.00	0.00	0.00	0.00	572.85

Explanation: 1. Taxicab included passenger Shane Ellis. 2. Meals for Sunday and Monday included meals for Shane Ellis and myself.	Total Expenses Prepaid by Authority	947.90
	Total Expenses Incurred by Employee (including cash advances)	572.85
	Grand Trip Total	1,520.75
	Less Cash Advance (attach copy of Authority ck)	
	Less Expenses Prepaid by Authority	947.90
	Due Traveler (positive amount)² Due Authority (negative amount)³	572.85

Note: Send this report to Accounting even if the amount is \$0.

¹Give names and business affiliations of any persons whose meals were paid by traveler.
²Prepare Check Request
³Attach personal check payable to SDCRAA

I as traveler or administrator acknowledge that I have read, understand and agree to Authority policies 3.40 - Travel and Lodging Expense Reimbursement Policy⁴ and 3.30 - Business Expense Reimbursement Policy⁵ and that any purchases/claims that are not allowed will be my responsibility. I further certify that this report of travel expenses were incurred in connection with official Authority business and is true and correct

Prepared By: Mark Burchyett Ext: 2435
 Traveler Signature: [Signature] Date: 6/13/13
 Approved By: _____ Date: _____

AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE (To be certified if used by President/CEO, Gen. Counsel, or Chief Auditor)

_____, hereby certify that this document was approved by the Executive Committee at its _____ meeting.
 (Please leave blank. Whoever clerk's the meeting will insert their name and title.)
 (Leave blank and we will insert the meeting date.)

Failure to attach required documentation will result in the delay of processing reimbursement. If you have any questions, please see your department Administrative Assistant or call Accounting at ext. 2806.

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
OUT-OF-TOWN TRAVEL REQUEST

GENERAL INSTRUCTIONS:

- A. All travel requests must conform to applicable provisions of Policies 3.30 and 3.40.
- B. Personnel travelling at Authority expense shall, consistent with the provisions of Policies 3.30 and 3.40, use the most economical means available to affect the travel.

1. TRAVELER:

Travelers Name: Mark Burchyett Dept: Chief Auditor
Position: Board Member President/CEO Gen. Counsel Chief Auditor

All other Authority employees (does not require executive committee administrator approval)

2. DATE OF REQUEST: 3/5/13 **PLANNED DATE OF DEPARTURE/RETURN:** 6/2/13 / 6/12/13

3. DESTINATIONS/PURPOSE (Provide detailed explanation as to the purpose of the trip- continue on extra sheets of paper as necessary):

Destination: Kansas City, MO Purpose: Attend AIAA (Airport Auditors) Conference
Explanation:

4. PROJECTED OUT-OF-TOWN TRAVEL EXPENSES

A. TRANSPORTATION COSTS:

- AIRFARE \$ 360
- OTHER TRANSPORTATION (Taxi, Train, Car Rental) \$ 160

B. LODGING \$ 700

C. MEALS \$ 100

D. SEMINAR AND CONFERENCE FEES \$ 550

E. ENTERTAINMENT (if applicable) \$

F. OTHER INCIDENTAL EXPENSES \$

TOTAL PROJECTED TRAVEL EXPENSE \$ 1870

CERTIFICATION BY TRAVELER By my signature below, I certify that the above listed out-of-town travel and associated expenses conform to the Authority's Policies 3.30 and 3.40 and are reasonable and directly related to the Authority's business.

Travelers Signature: [Signature] Date: 3/5/13

CERTIFICATION BY ADMINISTRATOR (Where Administrator is the Executive Committee, the Authority Clerk's signature is required).

By my signature below, I certify the following.

- 1. I have conscientiously reviewed the above out-of-town travel request and the details provided on the reverse.
- 2. The concerned out-of-town travel and all identified expenses are necessary for the advancement of the Authority's business and reasonable in comparison to the anticipated benefit to the Authority.
- 3. The concerned out-of-town travel and all identified expenses conform to the requirements and intent of Authority's Policies 3.30 and 3.40.

Administrator's Signature: _____ Date: _____

AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE

I, Tony R. Russell, Authority Clerk, hereby certify that this document was approved
(Please leave blank. Whoever clerk'd the meeting will insert their name and title.)
by the Executive Committee at its 3/2/13 meeting.
(Leave blank and we will insert the meeting date.)

Olinzock Suzanne

From: AAIA@googlegroups.com on behalf of Robin Eng <RobinE@yyc.com>
Sent: Thursday, March 07, 2013 8:25 AM
To: 'AAIA@googlegroups.com'
Subject: [AAIA] Annual Conference - Kansas City June 2 - 5 2013

Good morning

The conference package for our 24th annual conference in Kansas City has been posted on our website (direct link below). Just click on the blue colored words "Conference Packet" (see below) to download the pdf copy of the conference material.

Our Vice President, Dolly Daniell, has put together a great educational program with a diverse number of topics that will appeal to all. Our Conference Chair, Kathy Whalen, has been working hard to make sure that all the details of our conference in Kansas City are well taken care of.

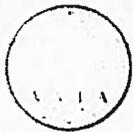
The conference is a great opportunity to learn more about the auditing airport operations and to refresh those existing contacts, or make new ones with other airport audit and finance professionals across the country and even the world.

As your AAIA president, I encourage you to attend our conference for all the learning and networking events.

If you have any questions, please feel free to contact me, or any one of your AAIA Board Members. (<http://www.airport-auditors.com/index.php/about-us/officers-and-directors>)

Best regards

Robin



Robin Eng, CMA
President
Association of Airport Internal Auditors



Robin Eng, CMA

Director, Accounting Services
The Calgary Airport Authority

2000 Airport Road NE
Calgary, AB
Canada T2E 6W5
www.yyc.com

Direct: (403) 735-1218
Mobile: (403) 390-7649
Fax: (403) 735-5320
Email: robine@yyc.com

<http://www.airport-auditors.com/index.php/conferences-and-events>

Conferences and Events

The 2013 Annual Conference will be held in Kansas City MO June 2-5 2013

The **Conference Packet** can be downloaded here - **2013 Conference Packet**

If you wish to pay your registration by credit card please use the options below to create a PayPal cart and submit payment. Please complete the registration form in the conference packet and submit to Phyllis Daigle as detailed within the conference packet to complete your registration. (registration will not be considered complete until registration form is submitted)

This e-mail message contains information that is confidential and proprietary to The Calgary Airport Authority. It is intended for the exclusive use of the addressee. If you are not the intended recipient and you are not an employee or agent of the intended recipient, you are strictly prohibited from disclosing, distributing or reproducing this message. If you have received this e-mail message in error, any solicitor/client privilege is expressly not waived. If we have sent you this e-mail message in error or if the addressee cannot be reached or is unknown to you, please inform us immediately by telephone (toll free - 1 877 2547427) and delete this e-mail message from your system and destroy all copies. Thank you!

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You received this message because you are subscribed to the email list for "Association of Airport Internal Auditors (AAIA)" group.

To post to this group, send email to AAIA@googlegroups.com

To unsubscribe from this group, send email to AAIA-unsubscribe@googlegroups.com

For more options, visit this group at

<http://groups.google.com/group/AAIA?hl=en>

You received this message because you are subscribed to the Google Groups "Association of Airport Internal Auditors (AAIA)" group.

To unsubscribe from this group and stop receiving emails from it, send an email to AAIA+unsubscribe@googlegroups.com.

For more options, visit https://groups.google.com/groups/opt_out.

644 BURCHYETT/MARK

99.00 06/05/13 12:00

ACCT# GROUP

KING

06/02/13 14:25

35

Room Clerk	Address	Payment	RWD#:
DATE	REFERENCE	CHARGES	CREDITS
06/02	ROOM 644, 1	99.00	
06/02	STATE TA 644, 1	9.26	
06/02	LOCAL TX 644, 1	7.43	
06/02	KCAROCTY 060213	1.50	
06/02	STATE TA 060213	.14	
06/02	LOCAL TX 060213	.11	
06/03	ROOM 644, 1	99.00	
06/03	STATE TA 644, 1	9.26	
06/03	LOCAL TX 644, 1	7.43	
06/03	KCAROCTY 060313	1.50	
06/03	STATE TA 060313	.14	
06/03	LOCAL TX 060313	.11	
06/04	ROOM 644, 1	99.00	
06/04	STATE TA 644, 1	9.26	
06/04	LOCAL TX 644, 1	7.43	
06/04	KCAROCTY 060413	1.50	
06/04	STATE TA 060413	.14	
06/04	LOCAL TX 060413	.11	
06/05	VS CARD		\$352.32

TO BE SETTLED TO: [REDACTED] CURRENT BALANCE .00

THANK YOU FOR CHOOSING MARRIOTT! TO EXPEDITE YOUR CHECK-OUT, PLEASE CALL EXTENSION 4563, OR PRESS "MENU" ON YOUR TV REMOTE CONTROL TO ACCESS VIDEO CHECK-OUT.

AS REQUESTED, A FINAL COPY OF YOUR BILL WILL BE EMAILED TO:
MBURCHYE@SAN.ORG
SEE "INTERNET PRIVACY STATEMENT" ON MARRIOTT.COM

The card used to pay for this bill is the property of Marriott International, Inc. and is not to be used for any other purpose. If you are a Marriott Rewards member, you may use your Marriott Rewards card to pay for this bill. If you are not a Marriott Rewards member, you may use any other card to pay for this bill. All charges on this bill are subject to the cardholder's agreement with the card issuer. If you are a Marriott Rewards member, you may use your Marriott Rewards card to pay for this bill. If you are not a Marriott Rewards member, you may use any other card to pay for this bill. All charges on this bill are subject to the cardholder's agreement with the card issuer. The card issuer is not responsible for any loss or theft of the card. If you are a Marriott Rewards member, you may use your Marriott Rewards card to pay for this bill. If you are not a Marriott Rewards member, you may use any other card to pay for this bill. All charges on this bill are subject to the cardholder's agreement with the card issuer. The card issuer is not responsible for any loss or theft of the card. If you are a Marriott Rewards member, you may use your Marriott Rewards card to pay for this bill. If you are not a Marriott Rewards member, you may use any other card to pay for this bill. All charges on this bill are subject to the cardholder's agreement with the card issuer. The card issuer is not responsible for any loss or theft of the card.

Ask for Cab _____ Kansas City
Driver _____ Airport Transportation
Dependable Service

Taxi from Airport to
Conf. including Shane Ellis
in Cab.

Northland Taxi
(816) 741-8300

DATE 6/2/13 FARE \$54.00



KCATA
Not redeemable
For Cash
DAY PASS
Day Pass
ISSUED: 06:07E
Mon 03 Jun13
BUS: 3532

\$3 Cash Payment

EXPIRES:
03 JUN 13
at 11:59E

Fiorella's Jack Stack Barbecue
 Freight House
 816-472-7427
 www.jackstackbbq.com

1298 BREE M

Tbl 21/1 Chk 3798 Gst 3
 Jun02'13 03:28PM

Food Tea 5.50
 Combination 35.50
 Lunch Best 27.95

Subtotal 68.95
 Sales Tax 11.34% 7.82
 Amt Due 76.77

Save 10% on any \$50 order when
 you ship Jack Stack nationwide.
 Request a FREE catalog or visit
 JackStackBBQ.com/BuyOnline and
 use promo code: R41412
 Offer valid: 5/27/13 - 6/9/13.
 Some restrictions apply.

Fiorella's Jack Stack Barbecue
 Freight House
 816-472-7427
 www.jackstackbbq.com

Date: Jun02'13 04:08PM

Card Type: [REDACTED]
 Acct #: [REDACTED]
 Card Entry: SWIPED
 Trans. type: PURCHASE
 Trans Key: AIA009299891540
 Auth Code: 04009C
 Check: 3798
 Table: 21

Subtotal: 68.95
 Tip: 15.00
 Total: 91.77

Signature

I agree to pay above total
 according to my card issuer
 agreement.
 *** Customer Copy ***

Shane Ellis 27.95
 Mark Burchett 17.75
 2 Ice Teas 5.50

 51.20
 Tax @ 11.34% 5.81

 57.01
 Tip @ 20% 11.40

 \$ 68.41

*Chilled dinner
 for Mark's
 wife.*

HOUSTON'S
(816)561-8542

Server: NANCY T 294 06/03/2013
Table 15/1 7:42 PM
Guests: 3 60039

PIRME RIB 33.00
ICED TEA 2.75
PIRME RIB 33.00
ICED TEA 2.75
CHEESEBURGER 15.00

Subtotal 86.50
Tax 10.8690 9.39

Total 95.89

Balance Due 95.89

Quick Guide on
15% = 13.38
18% = 15.62
20% = 19.18

HOUSTON'S
(816)561-8542

Server: NANCY T 294 DOB: 06/03/2013
07:46 PM 06/03/2013
Table 15/1 6/60039

SALE

 6291492

Magnetic card present: BURCHETT MARK
Card Entry Method: S

Approval: 062110

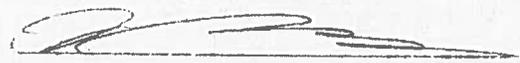
Amount: \$ 95.89

+ Gratuit: 18-

Quick Guide on Total
15% = 14.33
18% = 17.26
20% = 19.18

= Total: 113.89

I agree to pay the entire
total amount according to the
card issuer's agreement



Shane Ellis 33.00
Mark Burchett 33.00
2 Ice Teas 5.50

71.50
Tax @ 10.8690 7.77

79.27
Tip @ 20% 15.85

\$95.12



TRAVELTRUST SCRIPPS RANCH
 Phone: 1-800-792-4662
 MARY@TRAVELTRUST.COM

Electronic Invoice

Prepared For:
 BURCHYETT/MARK A

Ref: CHEIF AUDITOR

SALES PERSON	ML
INVOICE NUMBER	1202447
INVOICE ISSUE DATE	22 Mar 2013
RECORD LOCATOR	HNOEXH
CUSTOMER NUMBER	0000SDCRAA

Client Address

SAN DIEGO COUNTY REG AIRPORT AUTHORITY
 PO BOX 82776
 SAN DIEGO CA 92138-2776

Notes

-----INVOICE/ITINERARY ACCOUNTING DOCUMENT-----
 *****TICKETLESS TRAVEL INSTRUCTIONS*****
 THIS IS AN E-TICKET RESERVATION.
 A GOVERNMENT ISSUED PHOTO ID IS NEEDED AT CHECK IN
 A PORTION OF THIS TRIP MAY BE REFUNDABLE. PLEASE RETURN
 UNUSED PORTIONS TO TRAVELTRUST FOR POSSIBLE REFUND.

 *****TSA GUIDANCE FOR PASSENGERS*****
 PLEASE ALLOW EXTRA TIME FOR SCREENING AND BOARDING
 INTERNATIONAL-MINIMUM 3 HOUR CHECK-IN PRIOR TO DEPARTURE
 DOMESTIC-MINIMUM 2 HOUR CHECK-IN PRIOR TO DEPARTURE
 FOR ADDITIONAL SECURITY INFORMATION VISIT WWW.TSA.GOV

DATE: Sun, Jun 02

Flight: SOUTHWEST AIRLINES 3426

From	SAN DIEGO, CA	Departs	8:25am
To	KANSAS CITY INTL, MO	Arrives	1:35pm
Departure Terminal	1	Arrival Terminal	B
Duration	03hr(s) :10min(s)	Class	Economy
Type	BOEING 737-700 JET	Meal	
Stop(s)	Non Stop		

DATE: Fri, Nov 29

Others

RESERVATION
 RETAINED FOR
 180 DAYS

Ticket Information

Ticket Number	WN 2116851921	Passenger	BURCHYETT M		
Service Fee	XD 0588228327	Billed to:	[REDACTED]	USD	* 232.90
		Passenger	BURCHYETT MARK A		
		Billed to:	[REDACTED]	USD	* 30.00
		SubTotal		USD	262.90

Net Credit Card Billing * USD 262.90

Total Amount Due USD 0.00

TRAVELTRUST IS OPEN MONDAY - FRIDAY FROM 5AM-530PM PST
AND SATURDAY FROM 9AM-1PM PST - 760-635-1700.
FOR EMERGENCY AFTERTHOUS SERVICE IN THE US
PLEASE CALL 888-221-6062 AND USE YOUR VIT CODE - S7NS0
PLEASE NOTE THIS IS OUR NEW EMERGENCY NUMBER
EACH EMERGENCY CALL IS BILLABLE AT A MINIMUM 25.00
THANK YOU FOR CHOOSING TRAVELTRUST ..MARY LARSON-PICKETT

Your travel arranger provides the information contained in this document. If you have any questions about the content, please contact your travel arranger. For Credit Card Service fees, please see eTicket receipt for total charges



TRAVELTRUST SCRIPPS RANCH
 Phone: 1-800-792-4662
 MARY@TRAVELTRUST.COM

Electronic Invoice

Prepared For:
 BURCHYETT/MARK A

Ref: CHEIF AUDITOR

SALES PERSON	ML
INVOICE NUMBER	1202448
INVOICE ISSUE DATE	22 Mar 2013
RECORD LOCATOR	YKXNCH
CUSTOMER NUMBER	0000SDCRAA

Client Address

SAN DIEGO COUNTY REG AIRPORT AUTHORITY
 PO BOX 82776
 SAN DIEGO CA 92138-2776

Notes

-----INVOICE/ITINERARY ACCOUNTING DOCUMENT-----
 *****TICKETLESS TRAVEL INSTRUCTIONS*****
 THIS IS AN E-TICKET RESERVATION.
 A GOVERNMENT ISSUED PHOTO ID IS NEEDED AT CHECK IN
 A PORTION OF THIS TRIP MAY BE REFUNDABLE. PLEASE RETURN
 UNUSED PORTIONS TO TRAVELTRUST FOR POSSIBLE REFUND.

 *****TSA GUIDANCE FOR PASSENGERS*****
 PLEASE ALLOW EXTRA TIME FOR SCREENING AND BOARDING
 INTERNATIONAL-MINIMUM 3 HOUR CHECK-IN PRIOR TO DEPARTURE
 DOMESTIC-MINIMUM 2 HOUR CHECK-IN PRIOR TO DEPARTURE
 FOR ADDITIONAL SECURITY INFORMATION VISIT WWW.TSA.GOV

DATE: Tue, Jun 11

Flight: SOUTHWEST AIRLINES 3042

From	ST LOUIS INTL, MO	Departs	6:25pm
To	SAN DIEGO, CA	Arrives	8:15pm
Departure Terminal	2	Arrival Terminal	1
Duration	03hr(s) :50min(s)	Class	Economy
Type	BOEING 737-700	Meal	
	JET		
Stop(s)	Non Stop		

DATE: Sun, Dec 08

Others

RESERVATION
 RETAINED FOR
 180 DAYS

Ticket Information

Ticket Number	WN 2116853847	Passenger	BURCHYETT M		
		Billed to:		USD	* 184.90
				SubTotal	USD 184.90
				Net Credit Card Billing	* USD 184.90
				Total Amount Due	USD 0.00

TRAVELTRUST IS OPEN MONDAY - FRIDAY FROM 5AM-530PM PST
AND SATURDAY FROM 9AM-1PM PST - 760-635-1700.
FOR EMERGENCY AFTERHOURS SERVICE IN THE US
PLEASE CALL 888-221-6062 AND USE YOUR VIT CODE - S7NS0
PLEASE NOTE THIS IS OUR NEW EMERGENCY NUMBER
EACH EMERGENCY CALL IS BILLABLE AT A MINIMUM 25.00
THANK YOU FOR CHOOSING TRAVELTRUST.. MARY LARSON-PICKETT

Your travel arranger provides the information contained in this document. If you have any questions about the content, please contact your travel arranger. For Credit Card Service fees, please see eTicket receipt for total charges.



ASSOCIATION OF AIRPORT INTERNAL AUDITORS CONFERENCE ATTENDEE REGISTRATION FORM
(Please submit a registration for each attendee) Page 1 of 2

1. Conference Attendee Registration Information (PLEASE PRINT CLEARLY):

Mark Burchyett
FIRST NAME LAST NAME NAME (as you wish to appear on the name badge)

San Diego County Regional Airport Authority - San Diego International Airport
COMPANY NAME AIRPORT

2722 Truxtun Road, Box 100
MAILING ADDRESS

San Diego CA 92106
CITY STATE/PROVINCE ZIP/POSTAL CODE

(619) 400-2435 mburchyett@san.org
PHONE NUMBER EMAIL CELL PHONE (for emergency only)

Is this your first AAIA conference? Yes
 No (How many attended?) 4

Important! Please note any dietary or special access needs:

2. Conference Fees (all in US Dollars):

General Registration Fees	On or before	After May 2,	Total Fee
	May 2, 2013	2013	
AAIA Member - Early Registration	\$500		\$ 500
AAIA Member - Full Registration		\$600	\$
Non AAIA Member - Early Registration	\$625		\$
Non AAIA Member - Full Registration		\$725	\$
Optional Wednesday Afternoon Session	\$50	\$50	\$
Sub Total - Registration Fees			\$ 500



ASSOCIATION OF AIRPORT INTERNAL AUDITORS CONFERENCE ATTENDEE REGISTRATION FORM

(Please submit a registration for each attendee) Page 2 of 2

Optional Fees Preconference Activities	Check if Participating	Fee	Total Fee
Sun, June 2, 2013 – Harry Truman Presidential Library Tour		\$25	\$
Sun, June 2, 2013 – Golf Outing – Tiffany Greens		\$90	\$
Sub-Total Optional Fees			\$
TOTAL REGISTRATION AND OPTIONAL FEES			\$ _____

3. Networking Events (all included in the General Registration Fee). Check if attending:

- Welcome Reception, Sunday, June 2nd - 6:30 p.m. to 9:00 p.m.
- Tuesday Evening Event American Jazz & Negro Leagues Baseball Museums, Tues, June 4th - 6:00 p.m. to 10:00 p.m.

4. Conference Education Tracks (Please check one for each time slot)

Tuesday, June 4, 2013, (8:00 – 9:15 a.m.)

- TRACK A - Contractor Payroll Auditing & Fraud Risk Mitigation
- TRACK B - Benchmarking: A Value-added Resource for the Airport Auditor

Tuesday, June 4, 2013 (9:30 – 10:45 a.m.)

- TRACK A – Auditing Parking Revenues & Expenses
- TRACK B – Auditing Advertising – Contract Compliance

5. Checklist for Conference Registration

- a) Check (prepare check for both Conference Attendee and Guest(s) in US Dollars, made payable to the Association of Airport Internal Auditors)
- b) Credit Card (mail or email registration form)

Mail Registration Form with check (if applicable) to: Phyllis A. Daigle, CFE, Audit Manager
Massachusetts Port Authority One Harborside Drive, Suite 200S, East Boston, MA 02128-2909
Money questions, call Phyllis at (617) 568-1091 email: pdaigle@massport.com

TRAVEL REQUESTS

THELLA F. BOWENS

**SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
OUT-OF-TOWN TRAVEL REQUEST**

GENERAL INSTRUCTIONS:

- A. All travel requests must conform to applicable provisions of Policies 3.30 and 3.40.
- B. Personnel traveling at Authority expense shall, consistent with the provisions of Policies 3.30 and 3.40, use the most economical means available to affect the travel.

1. TRAVELER:

Travelers Name: Thella F. Bowens Dept: Exec Office BU6
 Position: Board Member President/CEO Gen. Counsel Chief Auditor
 All other Authority employees (does not require executive committee administrator approval)

2. DATE OF REQUEST: 05/24/13 PLANNED DATE OF DEPARTURE/RETURN: 10/05/13 / 10/09/13

3. DESTINATIONS/PURPOSE (Provide detailed explanation as to the purpose of the trip— continue on extra sheets of paper as necessary):

Destination: Las Vegas, NV Purpose: Attend World Routes 2014 Conference
 Explanation: _____

4. PROJECTED OUT-OF-TOWN TRAVEL EXPENSES

A. TRANSPORTATION COSTS:

• AIRFARE	\$ 450.00
• OTHER TRANSPORTATION (Taxi, Train, Car Rental)	\$ 75.00
B. LODGING	\$ 875.00
C. MEALS	\$ 200.00
D. SEMINAR AND CONFERENCE FEES	\$ 1975.00
E. ENTERTAINMENT (If applicable)	\$
F. OTHER INCIDENTAL EXPENSES	\$ 100.00
TOTAL PROJECTED TRAVEL EXPENSE	\$ 3675.00

CERTIFICATION BY TRAVELER By my signature below, I certify that the above listed out-of-town travel and associated expenses conform to the Authority's Policies 3.30 and 3.40 and are reasonable and directly related to the Authority's business.

Travelers Signature: *Thella F. Bowens* Date: May 29, 2013

CERTIFICATION BY ADMINISTRATOR (Where Administrator is the Executive Committee, the Authority Clerk's signature is required).

By my signature below, I certify the following:

1. I have conscientiously reviewed the above out-of-town travel request and the details provided on the reverse.
2. The concerned out-of-town travel and all identified expenses are necessary for the advancement of the Authority's business and reasonable in comparison to the anticipated benefit to the Authority.
3. The concerned out-of-town travel and all identified expenses conform to the requirements and intent of Authority's Policies 3.30 and 3.40.

Administrator's Signature: _____ Date: _____

AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE

I, _____, hereby certify that this document was approved
 (Please leave blank. Whoever clerk's the meeting will insert their name and title.)
 by the Executive Committee at its _____ meeting.
 (Leave blank and we will insert the meeting date.)

ROBERT GLEASON

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
OUT-OF-TOWN TRAVEL REQUEST

GENERAL INSTRUCTIONS:

- A. All travel requests must conform to applicable provisions of Policies 3.30 and 3.40.
- B. Personnel traveling at Authority expense shall, consistent with the provisions of Policies 3.30 and 3.40, use the most economical means available to affect the travel.

1. TRAVELER:

Travelers Name: Robert H. Gleason Dept: 02/Board

Position: Board Member President/CEO Gen. Counsel Chief Auditor

All other Authority employees (does not require executive committee administrator approval)

2. DATE OF REQUEST: 6/6/13 PLANNED DATE OF DEPARTURE/RETURN: 9/28/13 / 10/2/13

3. DESTINATIONS/PURPOSE (Provide detailed explanation as to the purpose of the trip— continue on extra sheets of paper as necessary):

Destination: Washington, DC Purpose: Attend Conference

Explanation: San Diego Regional Chamber of Commerce One Region One Voice, Mission to Washington

4. PROJECTED OUT-OF-TOWN TRAVEL EXPENSES

A. TRANSPORTATION COSTS:

- AIRFARE \$ 500
- OTHER TRANSPORTATION (Taxi, Train, Car Rental) \$ 200

B. LODGING \$ 1300

C. MEALS \$

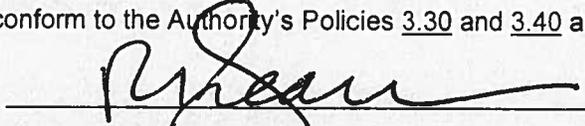
D. SEMINAR AND CONFERENCE FEES \$ 1199

E. ENTERTAINMENT (If applicable) \$

F. OTHER INCIDENTAL EXPENSES \$ 100

TOTAL PROJECTED TRAVEL EXPENSE \$ 3299

CERTIFICATION BY TRAVELER By my signature below, I certify that the above listed out-of-town travel and associated expenses conform to the Authority's Policies 3.30 and 3.40 and are reasonable and directly related to the Authority's business.

Travelers Signature:  Date: 6-6-13

CERTIFICATION BY ADMINISTRATOR (Where Administrator is the Executive Committee, the Authority Clerk's signature is required).

By my signature below, I certify the following:

- 1. I have conscientiously reviewed the above out-of-town travel request and the details provided on the reverse.
- 2. The concerned out-of-town travel and all identified expenses are necessary for the advancement of the Authority's business and reasonable in comparison to the anticipated benefit to the Authority.
- 3. The concerned out-of-town travel and all identified expenses conform to the requirements and intent of Authority's Policies 3.30 and 3.40.

Administrator's Signature: _____ Date: _____

AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE

I, _____, hereby certify that this document was approved
(Please leave blank. Whoever clerk's the meeting will insert their name and title.)

by the Executive Committee at its _____ meeting.

(Leave blank and we will insert the meeting date.)

PAUL ROBINSON

**SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
OUT-OF-TOWN TRAVEL REQUEST**

GENERAL INSTRUCTIONS:

- A. All travel requests must conform to applicable provisions of Policies 3.30 and 3.40.
- B. Personnel traveling at Authority expense shall, consistent with the provisions of Policies 3.30 and 3.40, use the most economical means available to affect the travel.

1. TRAVELER:

Travelers Name: Paul Robinson Dept: 02/Board
 Position: Board Member President/CEO Gen. Counsel Chief Auditor
 All other Authority employees (does not require executive committee administrator approval)

2. DATE OF REQUEST: 6/6/13 PLANNED DATE OF DEPARTURE/RETURN: 9/28/13 / 10/2/13

3. DESTINATIONS/PURPOSE (Provide detailed explanation as to the purpose of the trip— continue on extra sheets of paper as necessary):

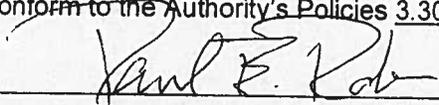
Destination: Washington, DC Purpose: Attend Conference
 Explanation: San Diego Regional Chamber of Commerce One Region One Voice, Mission to Washington

4. PROJECTED OUT-OF-TOWN TRAVEL EXPENSES

A. TRANSPORTATION COSTS:

• AIRFARE	\$	500
• OTHER TRANSPORTATION (Taxi, Train, Car Rental)	\$	200
B. LODGING	\$	1300
C. MEALS	\$	300
D. SEMINAR AND CONFERENCE FEES	\$	1199
E. ENTERTAINMENT (If applicable)	\$	
F. OTHER INCIDENTAL EXPENSES	\$	100
TOTAL PROJECTED TRAVEL EXPENSE	\$	3599

CERTIFICATION BY TRAVELER By my signature below, I certify that the above listed out-of-town travel and associated expenses conform to the Authority's Policies 3.30 and 3.40 and are reasonable and directly related to the Authority's business.

Travelers Signature:  Date: 6/6/13

CERTIFICATION BY ADMINISTRATOR (Where Administrator is the Executive Committee, the Authority Clerk's signature is required).

By my signature below, I certify the following:

1. I have conscientiously reviewed the above out-of-town travel request and the details provided on the reverse.
2. The concerned out-of-town travel and all identified expenses are necessary for the advancement of the Authority's business and reasonable in comparison to the anticipated benefit to the Authority.
3. The concerned out-of-town travel and all identified expenses conform to the requirements and intent of Authority's Policies 3.30 and 3.40.

Administrator's Signature: _____ Date: _____

AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE

I, _____, hereby certify that this document was approved
 (Please leave blank. Whoever clerk's the meeting will insert their name and title.)
 by the Executive Committee at its _____ meeting.
 (Leave blank and we will insert the meeting date.)

EXPENSE REPORTS

THELLA F. BOWENS

**SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
TRAVEL EXPENSE REPORT**

(To be completed within 30 days from travel return date)

TRAVELER: Thella F. Bowens DEPT. NAME & NO. Executive Office BU6
 DEPARTURE DATE: 5/8/2013 RETURN DATE: 5/14/2013 REPORT DUE: 6/13/13
 DESTINATION: Chicago, IL

Please refer to the Authority Travel and Lodging Expense Reimbursement Policy, Article 3, Part 3.4, Section 3.40, outlining appropriate reimbursable expenses and approvals. Please attach all required supporting documentation. All receipts must be detailed, (credit card receipts do not provide sufficient detail). Any special items should be explained in the space provided below.

	Authority Expenses (Prepaid by Authority)	Employee Expenses							TOTALS	
		SUNDAY	MONDAY	TUESDAY	WEDNESDAY 5/8/13	THURSDAY 5/9/13	FRIDAY 5/10/13	SATURDAY		
Air Fare, Railroad, Bus (attach copy of itinerary w/charges)	682.10								-236.30	-236.30
Conference Fees (provide copy of flyer/registration expenses)										0.00
Rental Car*										0.00
Gas and Oil*										0.00
Garage/Parking*										0.00
Mileage - attach mileage form*										0.00
Taxi and/or Shuttle Fare (include tips pd.)*										0.00
Hotel*					208.36	208.36				416.72
Telephone, Internet and Fax*										0.00
Laundry*										0.00
Tips - separately paid (maids, bellhop, other hotel srvs.)										0.00
Meals (include tips pd.)										0.00
Breakfast*										0.00
Lunch*										0.00
Dinner*										0.00
Other Meals*										0.00
Alcohol is a non-reimbursable expense										
Hospitality ^{1*}										0.00
Miscellaneous: Baggage Fees										0.00
										0.00
*Provide detailed receipts										0.00
Total Expenses prepaid by Authority	682.10	0.00	0.00	0.00	208.36	208.36	-236.30	0.00		180.42

Explanation:
 Flight Expense Line Item - Authority paid the amount of flight equal to a RT flight from San Diego to/from Chicago. Traveler is responsible for the cost over that fare.

¹ Give names and business affiliations of any persons whose meals were paid by traveler.
² Prepare Check Request
³ Attach personal check payable to SDCRAA

Total Expenses Prepaid by Authority	682.10
Total Expenses Incurred by Employee (including cash advances)	180.42
Grand Trip Total	862.52
Less Cash Advance (attach copy of Authority ck)	
Less Expenses Prepaid by Authority	682.10
Due Traveler (positive amount)²	
Due Authority (negative amount)³	180.42

Note: Send this report to Accounting even if the amount is \$0.

I as traveler or administrator acknowledge that I have read, understand and agree to Authority policies 3.40 - Travel and Lodging Expense Reimbursement Policy⁴ and 3.30 - Business Expense Reimbursement Policy⁵ and that any purchases/claims that are not allowed will be my responsibility. I further certify that this report of travel expenses were incurred in connection with official Authority business and is true and correct.

⁴ Travel and Lodging Expense Reimbursement Policy 3.40 ⁵ Business Expense Reimbursement Policy 3.30

Prepared By: Amy Caldera Ext.: 2445
 Traveler Signature: Thella F. Bowens Date: 24 May 2013
 Approved By: _____ Date: _____

AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE (To be certified if used by President/CEO, Gen. Counsel, or Chief Auditor)

I, _____ hereby certify that this document was approved by the Executive Committee at its _____ meeting.
 (Please leave blank. Whoever clerk's the meeting will insert their name and title.)
 (Leave blank and we will insert the meeting date.)

Failure to attach required documentation will result in the delay of processing reimbursement. If you have any questions, please see your department Administrative Assistant or call Accounting at ext. 2806.

**SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
OUT-OF-TOWN TRAVEL REQUEST**

GENERAL INSTRUCTIONS:

- A. All travel requests must conform to applicable provisions of Policies 3.30 and 3.40.
 B. Personnel traveling at Authority expense shall, consistent with the provisions of Policies 3.30 and 3.40, use the most economical means available to affect the travel.

1. TRAVELER:

Travelers Name: Thella F. Bowens Dept: 6/Executive Office
 Position: Board Member President/CEO Gen. Counsel Chief Auditor
 All other Authority employees (does not require executive committee administrator approval)

2. DATE OF REQUEST: 03/26/13 PLANNED DATE OF DEPARTURE/RETURN: 05/07/13 / 05/09/13

3. DESTINATIONS/PURPOSE (Provide detailed explanation as to the purpose of the trip— continue on extra sheets of paper as necessary):

Destination: Chicago, IL

Purpose: ACI-NA Board meeting re: organizational vision, mission, goals and objectives for ACI-NA as the organization transitions leadership.

Explanation: _____

4. PROJECTED OUT-OF-TOWN TRAVEL EXPENSES

A. TRANSPORTATION COSTS:

• AIRFARE	\$	400.00
• OTHER TRANSPORTATION (Taxi, Train, Car Rental)	\$	100.00
B. LODGING	\$	600.00
C. MEALS	\$	150.00
D. SEMINAR AND CONFERENCE FEES	\$	
E. ENTERTAINMENT (If applicable)	\$	
F. OTHER INCIDENTAL EXPENSES	\$	100.00
TOTAL PROJECTED TRAVEL EXPENSE	\$	1350.00

CERTIFICATION BY TRAVELER By my signature below, I certify that the above listed out-of-town travel and associated expenses conform to the Authority's Policies 3.30 and 3.40 and are reasonable and directly related to the Authority's business.

Travelers Signature: Thella F. Bowens Date: 2 April 2013

CERTIFICATION BY ADMINISTRATOR (Where Administrator is the Executive Committee, the Authority Clerk's signature is required).

By my signature below, I certify the following:

- I have conscientiously reviewed the above out-of-town travel request and the details provided on the reverse.
- The concerned out-of-town travel and all identified expenses are necessary for the advancement of the Authority's business and reasonable in comparison to the anticipated benefit to the Authority.
- The concerned out-of-town travel and all identified expenses conform to the requirements and intent of Authority's Policies 3.30 and 3.40.

Administrator's Signature: [Signature] Date: 4.4.13

AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE

I, Tony R Russell, Authority Clerk, hereby certify that this document was approved by the Executive Committee at its 4/22/13 meeting.
(Please leave blank. Whoever clerk's the meeting will insert their name and title.)
(Leave blank and we will insert the meeting date.)



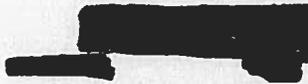
HILTON CHICAGO O'HARE AIRPORT
 O'HARE INTERNATIONAL AIRPORT
 P.O. Box 66414 | Chicago, IL | 60666
 T: 773 686 8000 | F: 773 601 2873
 W: hilton.com

NAME AND ADDRESS:
 BOWENS, THELLA
 P.O. BOX 82776

Room: 9088/D2SRO
 Arrival Date: 5/8/2013 8:20:00PM
 Departure Date: 5/10/2013
 Adult/Child: 1/0
 Room Rate: 179.00

SAN DIEGO, CA 92138
 US

RATE PLAN C-ACI



Confirmation Number : 3512650540

5/10/2013 PAGE 1

DATE	DESCRIPTION	ID	REF. NO	CHARGES	CREDITS	BALANCE
5/8/2013	GUEST ROOM	JUSU	11041798	\$179.00		
5/8/2013	OCCUPANCY TAX	JUSU	11041798	\$29.36		
5/9/2013	GUEST ROOM	DJOH	11044855	\$179.00		
5/9/2013	OCCUPANCY TAX	DJOH	11044855	\$29.36		
					\$208.36	
					\$208.36	

WILL BE SETTLED T [REDACTED]

\$416.72

EFFECTIVE BALANCE OF

\$0.00

Hilton HHonors(R) stays are posted within 72 hours of checkout. To check your earnings or book your next stay at more than 3,900 hotels and resorts in 91 countries, please visit HHonors.com.

Thank you for choosing Hilton! Book your next stay at hilton.com and take advantage of our internet-only Advance Purchase Rates and limited-time special offers!



Zip-Out Check-Out®

Good Morning ! We hope you enjoyed your stay. With Zip-Out Check-Out® there is no need to stop at the Front Desk to check out.

- Please review this statement. It is a record of your charges as of late last evening.
- For any charges after your account was prepared, you may:
 - + pay at the time of purchase.
 - + charge purchases to your account, then stop by the Front Desk for an updated statement.
 - + or request an updated statement be mailed to you within two business days.

If the statement meets with your approval, simply press the Zip-Out Check-Out button on your guest room telephone. Your account will be automatically checked out and you may use this statement as your receipt. Feel free to leave your key(s) in the room. Please call the Front Desk if you wish to extend your stay or if you have any questions about your account.

DATE OF CHARGE FOLIO NO./CHECK NO.
 3042139 A

AUTHORIZATION	INITIAL
PURCHASES & SERVICES	
TAXES	
TIPS & MISC.	
TOTAL AMOUNT	
PAYMENT DUE UPON RECEIPT	



TRAVELTRUST SCRIPPS RANCH
Phone: 1-800-792-4662

Electronic Invoice

Prepared For:
BOWENS/THELLA

Ref: DEPT 6

SALES PERSON	E4
INVOICE NUMBER	1203230
INVOICE ISSUE DATE	19 Apr 2013
RECORD LOCATOR	GXEMKN
CUSTOMER NUMBER	0000SDCRAA

Client Address

SAN DIEGO COUNTY REG AIRPORT AUTHORITY
 PO BOX 82776
 SAN DIEGO CA 92138-2776

Notes

YOUR UNITED ETICKET CONFIRMATION IS ** HFFPWM **
 -----INVOICE/ITINERARY ACCOUNTING DOCUMENT-----
 *****TICKETLESS TRAVEL INSTRUCTIONS*****
 THIS IS AN E-TICKET RESERVATION.
 A GOVERNMENT ISSUED PHOTO ID IS NEEDED AT CHECK IN
 THIS TICKET IS NON-REFUNDABLE AND MUST BE USED FOR
 THE FLIGHTS BOOKED. IF THE RESERVATION IS NOT USED
 OR CANCELLED BEFORE THE DEPARTURE OF YOUR FLIGHTS
 IT MAY HAVE NO VALUE CONTACT TRAVELTRUST BEFORE
 YOUR OUTBOUND FLIGHT IF CHANGE IS NECESSARY.
 *****TSA GUIDANCE FOR PASSENGERS*****
 PLEASE ALLOW EXTRA TIME FOR SCREENING AND BOARDING
 INTERNATIONAL-MINIMUM 3 HOUR CHECK-IN PRIOR TO DEPARTURE
 DOMESTIC-MINIMUM 2 HOUR CHECK-IN PRIOR TO DEPARTURE
 FOR ADDITIONAL SECURITY INFORMATION VISIT WWW.TSA.GOV

DATE: Wed, May 08

Flight: UNITED AIRLINES 1669

From	SAN DIEGO, CA	Departs	2:03pm
To	CHICAGO OHARE, IL	Arrives	8:00pm
Departure Terminal	1	Arrival Terminal	1
Duration	03hr(s) :57min(s)	Class	United Economy
Type	BOEING 737-800 JET	Meal	Food for Purchase
Stop(s)	Non Stop		
Seat(s) Details	BOWENS/THELLA	Seat(s) - 10C	UA - XXXXXX 58

DATE: Fri, May 10

Flight: UNITED AIRLINES 6225

From	CHICAGO OHARE, IL	Departs	3:50pm
To	DALLAS FT WORTH, TX	Arrives	6:17pm
Departure Terminal	2	Arrival Terminal	E
Duration	02hr(s) :27min(s)	Class	United Economy
Type	CRJ-700 CANADAIR REGIONAL JET	Meal	Food and Beverage for Purchase
Stop(s)	Non Stop		

Caldera Amy

From: Scott Mackerley <smackerley@Traveltrust.com>
Sent: Friday, April 19, 2013 9:10 AM
To: Caldera Amy
Subject: Thella Bowens - Chicago 8 May, 2013

FOR: BOWENS/THELLA

AIRFARE 415.80 NONREF TKT BY 19 APR

08 MAY 13 - WEDNESDAY

AIR UNITED AIRLINES FLT:1669 UNITED ECONOMY FOOD FOR PURCHASE
LV SAN DIEGO 203P EQP: BOEING 737-800
DEPART: TERMINAL 1 03HR 57MIN
AR CHICAGO OHARE 800P NON-STOP
ARRIVE: TERMINAL 1 REF: HFFPWM
BOWENS/THELLA [REDACTED]

10 MAY 13 - FRIDAY

AIR UNITED AIRLINES FLT:522 UNITED ECONOMY FOOD FOR PURCHASE
LV CHICAGO OHARE 339P EQP: AIRBUS A320
DEPART: TERMINAL 1 04HR 27MIN
AR SAN DIEGO 606P NON-STOP
ARRIVE: TERMINAL 1 REF: HFFPWM
BOWENS/THELLA [REDACTED]

BRET LOBNER

**SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
TRAVEL EXPENSE REPORT**

(To be completed within 30 days from travel return date)

TRAVELER: Breton Lobner DEPT. NAME & NO. General Counsel
 DEPARTURE DATE: 5/14/2013 RETURN DATE: 5/18/2013 REPORT DUE: 6/17/13
 DESTINATION: Seattle, WA

Please refer to the Authority Travel and Lodging Expense Reimbursement Policy, Article 3, Part 3.4, Section 3.40, outlining appropriate reimbursable expenses and approvals. Please attach all required supporting documentation. All receipts must be detailed, (credit card receipts do not provide sufficient detail). Any special items should be explained in the space provided below.

	Authority Expenses (Prepaid by Authority)	Employee Expenses							TOTALS
		SUNDAY	MONDAY	TUESDAY 5/14/13	WEDNESDAY 5/15/13	THURSDAY 5/16/13	FRIDAY 5/17/13	SATURDAY 5/18/13	
Air Fare, Railroad, Bus (attach copy of itinerary w/charges)	265.80			2.75				25.00	27.75
Conference Fees (provide copy of flyer/registration expenses)	825.00								0.00
Rental Car*									0.00
Gas and Oil*									0.00
Garage/Parking*									0.00
Mileage - attach mileage form*									0.00
Taxi and/or Shuttle Fare (include tips pd.)*									0.00
Hotel*			255.16	255.16	255.16	255.16			1,020.64
Telephone, Internet and Fax*									0.00
Laundry*									0.00
Tips - separately paid (maids, bellhop, other hotel svcs.)				2.00	2.00	1.00			5.00
Meals (include tips pd.)	Breakfast*			2.00					2.00
	Lunch*			13.00				37.28	50.28
	Dinner*			48.00	25.00	44.00	45.00		162.00
	Other Meals*			1.44					1.44
<i>Alcohol is a non-reimbursable expense</i>									
Hospitality ¹ *									0.00
Miscellaneous: Travel trust fee	30.00								0.00
Luggage fee			20.00					20.00	40.00
*Provide detailed receipts									0.00
Total Expenses prepaid by Authority	1,120.80	0.00	0.00	342.35	282.16	301.16	301.16	82.28	1,309.11

Explanation:

Total Expenses Prepaid by Authority	1,120.80
Total Expenses Pd. by Employee (including cash advances)	1,309.11
Grand Trip Total	2,429.91
Less Cash Advance (attach copy of Authority ck)	
Less Expenses Prepaid by Authority	1,120.80
Due Traveler (positive amount)²	
Due Authority (negative amount)³	1,309.11

Note: Send this report to Accounting even if the amount is \$0.

I as traveler or administrator acknowledge that I have read, understand and agree to Authority policies 3.40 - Travel and Lodging Expense Reimbursement Policy⁴ and 3.30 - Business Expense Reimbursement Policy⁵ and that any purchases/claims that are not allowed will be my responsibility. I further certify that this report of travel expenses were incurred in connection with official Authority business and is true and correct.

⁴ Travel and Lodging Expense Reimbursement Policy 3.40

⁵ Business Expense Reimbursement Policy 3.30

Prepared By: Kendy Rios Ext.: x2424
 Traveler Signature: *Breton Lobner* Date: 6.4.13
 Approved By: _____ Date: _____

AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE (To be certified if used by President/CEO, Gen. Counsel, or Chief Auditor)

I, _____ hereby certify that this document was approved by the Executive Committee at its _____ meeting.
 (Please leave blank. Whoever clerk's the meeting will insert their name and title.)
 (Leave blank and we will insert the meeting date.)

Failure to attach required documentation will result in the delay of processing reimbursement. If you have any questions, please see your department Administrative Assistant or call Accounting at ext. 2806.

**SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
OUT-OF-TOWN TRAVEL REQUEST**

GENERAL INSTRUCTIONS:

- A. All travel requests must conform to applicable provisions of Policies 3.30 and 3.40.
- B. Personnel traveling at Authority expense shall, consistent with the provisions of Policies 3.30 and 3.40, use the most economical means available to affect the travel.

1. TRAVELER:

Travelers Name: Breton K. Lobner Dept: 15
 Position: Board Member President/CEO Gen. Counsel Chief Auditor
 All other Authority employees (does not require executive committee administrator approval)

2. DATE OF REQUEST: 2-12-13 PLANNED DATE OF DEPARTURE/RETURN: 5/14/2013 / 5/18/2013

3. DESTINATIONS/PURPOSE (Provide detailed explanation as to the purpose of the trip- continue on extra sheets of paper as necessary):

Destination: Seattle, WA Purpose: 2013 Spring Legal Affairs Conference
 Explanation: _____

4. PROJECTED OUT-OF-TOWN TRAVEL EXPENSES

A. TRANSPORTATION COSTS:

- AIRFARE \$ 420.00
- OTHER TRANSPORTATION (Taxi, Train, Car Rental) \$ 80.00

B. LODGING \$ 1,200.00

C. MEALS \$ 200.00

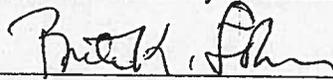
D. SEMINAR AND CONFERENCE FEES \$ 825.00

E. ENTERTAINMENT (If applicable) \$ _____

F. OTHER INCIDENTAL EXPENSES \$ _____

TOTAL PROJECTED TRAVEL EXPENSE \$ 2,725.00

CERTIFICATION BY TRAVELER By my signature below, I certify that the above listed out-of-town travel and associated expenses conform to the Authority's Policies 3.30 and 3.40 and are reasonable and directly related to the Authority's business.

Travelers Signature:  Date: 2-13-13

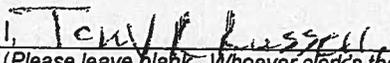
CERTIFICATION BY ADMINISTRATOR (Where Administrator is the Executive Committee, the Authority Clerk's signature is required).

By my signature below, I certify the following:

1. I have conscientiously reviewed the above out-of-town travel request and the details provided on the reverse.
2. The concerned out-of-town travel and all identified expenses are necessary for the advancement of the Authority's business and reasonable in comparison to the anticipated benefit to the Authority.
3. The concerned out-of-town travel and all identified expenses conform to the requirements and intent of Authority's Policies 3.30 and 3.40.

Administrator's Signature: _____ Date: _____

AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE

, Authority Clerk, hereby certify that this document was approved by the Executive Committee at its 2/25/13 meeting.
 (Please leave blank. Whoever clerk's the meeting will insert their name and title.)
 (Leave blank and we will insert the meeting date.)

2 CLE
 Grant Assurances



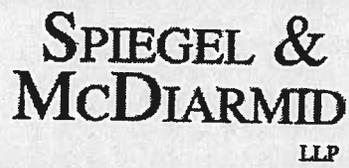
AIRPORTS COUNCIL
INTERNATIONAL

2013 SPRING LEGAL AFFAIRS CONFERENCE Preliminary Agenda

"Your Money Comes with A Price---Have You Read your Grant Assurances Lately?"

May 15 – 18, 2013 • Seattle, WA • Hyatt at Olive 8 Hotel
Preliminary Agenda as of March 28, 2013
Subject to Revision

SPONSORS



Wednesday, May 15, 2013

12:30 – 6:30 PM	Registration
1:00 – 1:15 PM	Opening and Welcoming Remarks Airport Representative: Mark Reis, Managing Director, Seattle-Tacoma International Airport and First Vice-Chair, ACI-NA Board of Directors Committee Chairperson: Helen Eckardt Berkman, Assistant City Attorney, Denver International Airport
1:15 – 1:45 PM	SESSION 1: Setting the Stage---What's the Big Deal About Grant Assurances? During this session we'll provide an overview of the grant assurances, including online and ACRP resources that can be useful tools if you have questions or need general background information. Bret Lobner, General Counsel, San Diego County Regional Airport Authority
1:45 – 2:30 PM	SESSION 2: General Applicability, Duration and Certification Requirements---What the heck am I signing?

Registration

User LOBNER, BRETON |

[Back](#) |

Purchase | Confirmation

Purchase Information



Airports Council International - NA
1615 L Street NW
Washington, D.C. 20036

Date of Purchase: Mar 29 2013 2:46PM

Mr. Breton K. Lobner

Payment method: Credit card

Order Number: 66498.00

Detail

Description	Quantity	Unit Price	Extended Amount
Conference Registration Fee	1	\$825.00	\$825.00
Total:			\$825.00
Payments:			-\$825.00
Balance:			\$0.00

Registrant Detail

Registrant ID	Registrant Name	Meeting	Confirmation Number
1039	Mr. Breton K. Lobner	2013 Legal Affairs Spring Conference	66498



TRAVELTRUST CORPORATION
 Phone: 1-800-792-4662
 CHERYL@TRAVELTRUST.COM

Itinerary

Electronic Invoice

Prepared For:
 LOBNER/BRETON

Ref: DEPT 15

SALES PERSON	CH
INVOICE NUMBER	5268527
INVOICE ISSUE DATE	25 Apr 2013
RECORD LOCATOR	AFWONT ✓ LWQZXF
CUSTOMER NUMBER	0000SDCRAA

Client Address
 SAN DIEGO COUNTY REG AIRPORT AUTHORITY
 PO BOX 82776
 SAN DIEGO CA 92138-2776

(800) 252-7522

Notes
 PLEASE CHECK NEW CARRY-ON RESTRICTIONS DIRECT WITH YOUR CARRIER OR CALL TRAVELTRUST AT 800-792-4662
 -----INVOICE/ITINERARY ACCOUNTING DOCUMENT-----
 *****TICKETLESS TRAVEL INSTRUCTIONS*****
 THIS IS AN E-TICKET RESERVATION.
 A GOVERNMENT ISSUED PHOTO ID IS NEEDED AT CHECK IN THIS TICKET IS NON-REFUNDABLE AND MUST BE USED FOR THE FLIGHTS BOOKED. IF THE RESERVATION IS NOT USED OR CANCELLED BEFORE THE DEPARTURE OF YOUR FLIGHTS IT MAY HAVE NO VALUE. CONTACT TRAVELTRUST BEFORE YOUR OUTBOUND FLIGHT IF CHANGE IS NECESSARY.

 *****TSA GUIDANCE FOR PASSENGERS*****
 PLEASE ALLOW EXTRA TIME FOR SCREENING AND BOARDING INTERNATIONAL-MINIMUM 3 HOUR CHECK-IN PRIOR TO DEPARTURE DOMESTIC-MINIMUM 2 HOUR CHECK-IN PRIOR TO DEPARTURE FOR ADDITIONAL SECURITY INFORMATION VISIT WWW.TSA.GOV

DATE: Tue, May 14

Flight: ALASKA AIRLINES 483

From	SAN DIEGO, CA	Departs	10:05am
To	SEATTLE TACOMA, WA	Arrives	12:57pm
Departure Terminal	1		
Duration	02hr(s) :52min(s)	Class	Economy
Type	BOEING 737-400 JET	Meal	Food for Purchase
Stop(s)	Non Stop		
Seat(s) Details	LOBNER/BRETON	Seat(s) - 25E	
Notes	MIDDLE SEAT ** AISLE/WINDOW NOT AVAILABLE WE WILL CONTINUE TO MONITOR FOR A SEAT		

DATE: Sat, May 18

Flight: ALASKA AIRLINES 492

From	SEATTLE TACOMA, WA	Departs	2:35pm
To	SAN DIEGO, CA	Arrives	5:09pm
		Arrival Terminal	1
Duration	02hr(s) :34min(s)	Class	Economy
Type	BOEING 737-800 JET	Meal	Food for Purchase

Stop(s)
Seat(s) Details

Non Stop
LOBNER/BRETON

Seat(s) - 28C

DATE: Thu, Nov 14

Others

RESERVATION
RETAINED FOR
180 DAYS

Ticket Information

Ticket Number	027 AS 7223689581	Passenger	LOBNER BRETON		
		Billed to:	AX XXXXXXXXXXXX1012	USD	* 265.80
Service Fee	XD 0589448122	Passenger	LOBNER BRETON		
		Billed to:	AX XXXXXXXXXXXX1012	USD	* 30.00
				SubTotal	USD 295.80
				Net Credit Card Billing	* USD 295.80
				Total Amount Due	USD 0.00

TRAVELTRUST IS OPEN MONDAY - FRIDAY FROM 5AM-530PM PST
AND SATURDAY FROM 9AM-1PM PST - 760-635-1700.
FOR EMERGENCY AFTERHOURS SERVICE IN THE US
PLEASE CALL 888-221-6043 AND USE YOUR VIT CODE - SJE72
PLEASE NOTE THIS IS OUR NEW EMERGENCY NUMBER
EACH EMERGENCY CALL IS BILLABLE AT A MINIMUM 25.00
THANK YOU FOR CHOOSING TRAVELTRUST...CHERYL HARLOFF

Your travel arranger provides the information contained in this document. If you have any questions about the content, please contact your travel arranger. For Credit Card Service fees, please see eTicket receipt for total charges.



Hotel
Hyatt At Olive 8
1635 8th Avenue
Seattle, WA 98101
206-695-1234

INFORMATION INVOICE

Payee Breton Lobner
3225 N Harbor Dr
San Diego CA 92101
United States

Room No. 1432
Arrival 05-14-13
Departure 05-18-13
Page No. 1 of 2
Folio Window 1
Folio
Invoice

Membership GP [REDACTED]
Bonus Code
Confirmation No. 1839878301
Group Name Airport Council Intl N Amer

Date	Description	Charges	Credits
05-14-13	Group Room	219.00	
05-14-13	Room Tax	34.16	
05-14-13	Seattle Tourism Assessment	2.00	
05-15-13	Group Room	219.00	
05-15-13	Room Tax	34.16	
05-15-13	Seattle Tourism Assessment	2.00	
05-16-13	Group Room	219.00	
05-16-13	Room Tax	34.16	
05-16-13	Seattle Tourism Assessment	2.00	
05-17-13	Group Room	219.00	
05-17-13	Room Tax	34.16	
05-17-13	Seattle Tourism Assessment	2.00	
05-18-13	American Express XXXXXXXXXXXX [REDACTED]	XX/XX	1,020.64



Hyatt At Olive 8
1635 8th Avenue
Seattle, WA 98101
206-695-1234

INFORMATION INVOICE

Payee Breton Lobner
3225 N Harbor Dr
San Diego CA 92101
United States

Room No. 1432
Arrival 05-14-13
Departure 05-18-13
Page No. 2 of 2
Folio Window 1
Folio
Invoice

Membership GP [REDACTED]
Bonus Code
Confirmation No. 1839878301
Group Name Airport Council Intl N Amer

Date	Description	Charges	Credits
	Your Gold Passport account will be credited for this stay.		
	Total	1,020.64	1,020.64
	Balance		0.00

Guest Signature

I agree that my liability for this bill is not waived and I agree to be held personally liable in the event that the indicated person, company or association fails to pay for any part or the full amount of these charges.

WE HOPE YOU ENJOYED YOUR STAY WITH US!

We trust you enjoyed your stay at the Hyatt At Olive 8. Please let us know your thoughts at: SEAHS-Shared-MB-Quality@hyatt.com or contact us by telephone at (206)695-1234.

We thank you for your business and appreciate your loyalty.
For questions concerning your bill, call 888-472-2870,
or email: na.customerservice@hyatt.com
For questions on your Gold Passport account, call 800-30-HYATT

Please remit payment to:
Hyatt at Olive 8
Hyatt Corporation / Hyatt at Olive 8
PO BOX 94028
Seattle, WA 98124-9428

5/14
\$ 2.75

May-14-13 2.75
Adult ONE WAY
From: SeaTac/Airport \$ 2.75
To: Intern. Dis

579820 -472



RECEIPT

05/14/2013 01:29 PM
SOUND TRANSIT
SeaTac/AirPort
TVM # 472

CASH SALE
SALES AMT: \$2.75
CASH INSERTED: \$5.00
CHANGE: \$2.25

Adult
Adult Single
165554-472

THE CRAB PU
SEATTLE WA.
1301 Alaskan Way
Seattle, WA 98101
(206) 624-1890

5/14
Dessert
\$1.44

Server: Melinda 05/14/2013
c/1 4:10 PM
Guests: 0 90084
Single Cake Cone 3.25
Subtotal 3.25
Tax 0.3
Total 3.55
CASH \$ 5.00
Change \$ 1.45

PLEASE PAY YOUR SERVER
SORRY NO PERSONAL CHECKS
ONE CHECK & 18% GRATUITY TO
PARTIES OF "8" OR MORE
THANK YOU PLEASE COME AGAIN

5/14
Lunch - Bret's share #13⁰⁰

Elliott's Oyster House
1201 Alaskan Way
Seattle WA 98101
206.623.4340

Server: Dinner 05/14/2013
37/1 4:04 PM
Guests: 0

#60038

Maritime Pilsner 6.00
3 pm Oyster (12 Qty) (2 @ 4 9.00
@ 0.75 per Qty (MAN WT)
HH Calamari 3.00
Subtotal 18.00
Tax 1.71
Total 19.71

Balance Due 19.71

Thankyou for dining with us
www.elliottsoysterhouse.com

Elliott's Oyster House
1201 Alaskan Way
Seattle WA 98101
206.623.4340

Server: Dinner DOB: 05/14/2013
04:04 PM 05/14/2013
97/1 6/60038

SALE

AmEx 5242889
Card #XXXXXXXXXX
Magnetic card present: LOBNER
BRETON K
Card Entry Method: S

Approval: 305045

Amount: \$ 19.71

+ Tip: 3

= Total: 22.71

I agree to pay the above
total amount according to the
card issuer agreement.

X. [Signature]

Guest Copy

5/14
Dinner - Bret's share \$48.00

BLUEACRE SEAFOOD
1700 7TH AVENUE, SUITE 100
SEATTLE WA 98101

114 PM E T

Tbl 51/5 Chk 3004 Gst 1
May14'13 07:33PM

2 KUMAMOTO OYSTER @ 3.50 7.00
2 SHIGOKU @ 3.50 7.00
2 JUDD COVE @ 2.50 5.00
2 KUSSHI @ 3.50 7.00
1 PETRALE SOLE 26.95
2/7 DRIP COFFEE 0.79
SUBTOTAL 69.20
TAX 6.57
TOTAL DUE 75.77

THANK YOU FOR YOUR BUSINESS
WE SINCERELY APPRECIATE IT!!
for special offers and info,
follow us on twitter
@blueacreseafood

BLUEACRE SEAFOOD
1700 7TH AVENUE, SUITE 100
SEATTLE WA 98101

Date: May14'13 09:28PM
Card Type: AMEX
Acct #: XXXXXXXXXXXX
Card Entry: SWIPED
Trans Type: PURCHASE
Trans Key: EIE008000553811
Auth Code: 195282
Check: 3004
Table: 51/5
Server: 114 PM E T

Subtotal: 75.77

Tip: 12.00

Total: 87.77

BK
Signature

GUEST COPY
Please keep for your records

5/15

Dinner - Bret's share # 25⁰⁰

Red Fin

WED MAY 15, 2013
CHECK #483255-1
TABLE #17

- 1 Edamame \$3.00
- 1 Mushroom Dumplings \$7.00
- 1 Short Rib \$7.00
- 1 Calimari \$5.00
- 1 Buddha Roll \$15.00
- 1 Spicy Crab Roll \$7.00
- 1 Ichi Roll \$6.00
- 1 Shrimp Tempura Roll \$9.00
- 1 *3.00 sushi* \$3.00
- 1 ICED TEA \$2.00

SUB-TOTAL : \$109.50
 TAX : \$10.40
TOTAL \$119.90

TRANSACTION RECORD

Red Fin

CARD TYPE: AMEX
 J. ***** EXPI.: ****
 COUNTRY: SWIPED
 CUSTOMER: BRETON K LOBNER
 AUTHORIZATION: 625551
 TERMINAL: 2
 REFERENCE: 483255

PURCHASE \$59.95
 TIP 11.00
 TOTAL 70.95

THANK YOU
 MAY 15, 2013 20:54:46
 Server's name : Chitose

CUSTOMER COPY

THANK YOU FOR
 DINING AT RED FIN!
 WE LOOK FORWARD TO
 SEEING YOU AGAIN!
 Time: 20:36 4 CUSTOMERS
 WORKSTATION # 2

THANK YOU!
 PLEASE PAY YOUR SERVER

WE HAVE BEEN SERVED

5/16
Dinner - Bret's share \$44.00



1401 3rd Ave
Seattle, WA 98101
206-623-4450

1401 3rd Ave
Seattle, WA 98101
206-623-4450

Server: MEZZ TEAM DOB: 05/16/2011
09:43 PM 05/16/2011
412/5 1/10021

SALE

Server: MEZZ TEAM 05/16/2013
412/5 9:23 PM
Guests: 15 10021

AMEX 314575
Card #XXXXXXXXXX
Magnetic card present: LOBNER BRETON K
Card Entry Method: S

Approval: 715455

COFFEE 2.75 T
CHOCOLATE TORTE 7.00 T
BANQUET MENU \$48.00 (1 Qty) 48.00 T
@ 48.00 per Qty

Amount: \$ 70.46
+ Included Gratuity: \$ 12.66
+ Additional Tip X
= Total: \$ 83.11

Subtotal 63.25
Tax 7.21
Total 70.46
Gratuity 12.65
Total 83.11

Balance Due 83.11

I agree to pay the above total amount according to the card issuer agreement.

X.

Guest Copy

5/17

Dinner - Bret's share \$ 45.00

CUTTERS CRABHOUSE
2001 WESTERN AVENUE
SEATTLE, WA 98121
206.448.4884
CUTTERSCRABHOUSE.COM

CUTTERS CRABHOUSE
2001 WESTERN AVENUE
SEATTLE, WA 98121
206.448.4884
CUTTERSCRABHOUSE.COM

31313 Andrew B

Tbl 45/1 Chk 2600 Gst 4
May17'13 07:47PM

2 CRAB WHOLE	99.90
2 COPPER SKEYE	65.90
1 SODA	3.00
1 G A TO Z PG	9.00
1 G GSM CV RS	€ 50
1 G ACRBAT PG	8.50

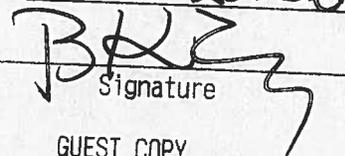
SUBTOTAL	192.80
TAX	18.32
TOTAL DUE	211.12

Date: May17'13 09:00PM
Card Type: AMEX
Acct #: XXXXXXXXXXXX
Card Entry: SWIPED
Trans Type: PURCHASE
Auth Code: 665003
Check: 2600
Table: 45/1
Server: 31313 Andrew B

Subtotal: 105.56

Tip: 15.00

Total: 120.56


Signature

GUEST COPY

Please keep for your records

HOW DID WE DO?
CHRIS HARTER, PRESIDENT & CEO
chris.harther@r-u-i.com

5/18

Lunch - Bret Lohner ; Amy Gonzalez
\$ 37.28

BIG FOOT FOOD & SPIRITS
NORTH CONCOURSE
SEATAC AIRPORT
www.bigfootfs.com

305 MACIE O

Tbl 110/1 Chk 2091 Gst 0
May18'13 12:45PM

2 SODA	5.58
2 BUSHMEN BEEF SAN	23.90

SUBTOTAL	29.48
TAX	2.80
TOTAL DUE	32.28

THANK YOU & WE'LL SEE YOU AGAIN!

Questions or Comments? Email Us
info@bigfootfs.com

For your convenience we are
providing the following
gratuity calculations:

15% is \$4.84
18% is \$5.81
20% is \$6.46

Amy + Bret

BIG FOOT FOOD & SPIRITS
NORTH CONCOURSE
SEATAC AIRPORT
www.bigfootfs.com

Date: May18'13 01:19PM
Card Type: AMEX
Acct #: XXXXXXXXXXXX
Card Entry: SWIPED
Trans Type: PURCHASE
Auth Code: 295193
Check: 2091
Table: 110/1
Server: 305 MACIE O

Subtotal: 32.28

Tip: 5.00

Total: 37.28

BK
Signature

CUSTOMER COPY
Please keep for your records

5/18
shuttle
\$25.00

RECEIPT

Pick Up: Hyatt

Drop Off: SEATAC

Date: 5/18/13 Amount: 25

Pickup Time: _____ Drop Off Time: _____

FHL#: _____

Cab#: _____ Driver's Name: *Q*

5/14
 Baggage
 Fee \$ 20

5/18
 Baggage
 Fee
 \$ 20

Do not expose to excessive heat or direct sunlight
 STAPLE HERE
 INSERT

PASSENGER TICKET AND BAGGAGE CHECK
 SUBJECT TO CONDITIONS OF CONTRACT

ISSUED BY
ALASKA AIRLINES
 2126372524
PASSENGER RECEIPT 1 OF 1
 DATE OF ISSUE 14 MAY 13
 ISSUANCE OFFICE CODE 33090002
 PLACE OF ISSUE /SAN DIEGO
 FARE BASIS /SAN DIEGO
 TOUR CODE
 RSL AGENT ID. SAN 44D
 NAME OF PASSENGER (NOT TRANSFERABLE)
LOBNER/BRETON
 NO. FROM SAN DIEGO
 NO. TO SEATTLE TACOMA
 NO. TO AS 483 G 14MY GAS01/000
 NO. TO SEATTLE TACOMA
 BAGGAGE FEE: 20

ALASKA AIRLINES
 3
 NAME OF PASSENGER
LOBNER/BRETON
 NO. FROM SAN DIEGO
 NO. TO SEATTLE TACOMA
 NO. TO AS 483 G 14MY GAS01/000
 NO. TO SEATTLE TACOMA

ORIGINAL ISSUE
 FARE CALCULATION
 SAN AS SEA20.00GAS01/000 USD20.00END

FARE	20.00
TAX	0.00
TOTAL	20.00

ISSUED IN EXCHANGE FOR
 FORM OF PAYMENT
 XXXX 865142
 COUPON AIRLINE
 027 2126372524 6

CARRIER FLIGHT CLASS DATE TIME
 REVALUATION
 GATE BOARDING TIME SEAT SMOKE
 REVALUATION
 APPROXIMATE SEAT ASSIGNMENT
 PCS CK WT. UNCK WT. SED NO. PCS CK WT. UNCK WT.
 BAGGAGE ID NO.
NOT VALID FOR TRAVEL
 COUPON NO. 027 2126372524 6

**LOBNER/BRETON
 ADDITIONAL FEES RECEIPT**

Flight	From	To	Date
492 G	Seattle	San Diego	18MAY13

Ticket Date: 18MAY13
 Record Locator: LWQZXF

Total Charged: \$20.00 USD

Ticket No. 0272126610532
 FOP: AXXXXXXXXXXXX

