

## Board Meeting Agenda

Thursday, July 11, 2024

9:00 A.M. or immediately following the Special EPCC Meeting

San Diego County Regional Airport Authority  
Administration Building  
First Floor – Board Room  
2417 McCain Road  
San Diego, California 92101

### Board Members

Gil Cabrera (Chair)  
James Sly (Vice-Chair)  
Whitney Benzian  
Lidia S. Martinez  
Monica Montgomery Steppe  
Rafael Perez  
Esther C. Sanchez  
Steve Vaus  
Marni von Wilpert

### Ex-Officio Board Members

Col. Thomas M. Bedell  
Michele Perrault  
Everett Townsend

### President/CEO

Kimberly J. Becker

***Live webcasts of Authority Board meetings can be accessed at  
<http://www.san.org/Airport-Authority/Meetings-Agendas/Authority-Board>***

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 Board 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 Board Services/Authority Clerk Department.

PLEASE COMPLETE A SPEAKER SLIP 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 Board 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:

## PRESENTATIONS:

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

- **AUDIT COMMITTEE:**  
Committee Members: Huerta, Newsom (Chair), Montgomery Steppe, Perez, Sanchez, Vaus, Wong Nickerson
- **CAPITAL IMPROVEMENT PROGRAM OVERSIGHT COMMITTEE:**  
Committee Members: Benzian, Martinez, Perez, Sanchez, von Wilpert (Chair)
- **EXECUTIVE PERSONNEL AND COMPENSATION COMMITTEE:**  
Committee Members: Cabrera (Chair), Martinez, Sly
- **FINANCE COMMITTEE:**  
Committee Members: Martinez, Sly (Chair), von Wilpert

## **ADVISORY COMMITTEES**

- **AUTHORITY ADVISORY COMMITTEE:**  
Liaisons: Benzian, Martinez (Primary)
- **ARTS ADVISORY COMMITTEE:**  
Liaison: Martinez

## **LIAISONS**

- **CALTRANS:**  
Liaison: Townsend
- **INTER-GOVERNMENTAL AFFAIRS:**  
Liaison: Cabrera
- **MILITARY AFFAIRS:**  
Liaison: Bedell
- **PORT:**  
Liaisons: Cabrera (Primary), von Wilpert

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- **WORLD TRADE CENTER:**  
Representative: Sly

## **BOARD REPRESENTATIVES (EXTERNAL)**

- **SANDAG BOARD OF DIRECTORS:**  
Representatives: Cabrera (Primary), Sly
- **SANDAG TRANSPORTATION COMMITTEE:**  
Representatives: Sanchez (Primary), Perez

## **CHAIR REPORT:**

## **PRESIDENT/CEO 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:**  
RECOMMENDATION: Approve the minutes of the June 3, 2024, special meeting and June 6, 2024, 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.  
**(Government Relations: Matt Harris, Director)**

- 3. AWARDED CONTRACTS AND APPROVED CHANGE ORDERS FROM MAY 13, 2024, THROUGH JUNE 9, 2024, AND REAL PROPERTY AGREEMENTS GRANTED AND ACCEPTED FROM MAY 13, 2024, THROUGH JUNE 9, 2024:**  
RECOMMENDATION: Receive the report.  
**(Procurement: Jana Vargas, Director)**
  
- 4. JULY 2024 LEGISLATIVE REPORT:**  
RECOMMENDATION: Adopt Resolution No. 2024-0054, approving the July 2024 Legislative Report.  
**(Government Relations: Matt Harris, Director)**
  
- 5. AMEND AUTHORITY POLICY 3.30 – BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY:**  
RECOMMENDATION: Staff recommends that the Board Adopt Resolution No. 2024-0055, amending Authority Policy 3.30 – Business and Travel Expense Reimbursement Policy.  
**(Finance: Scott Brickner, Vice President/Chief Financial Officer)**

## CLAIMS:

- 6. DENY APPLICATION FOR LEAVE TO PRESENT A LATE CLAIM OF NADIA SMALLEY:**  
RECOMMENDATION: Adopt Resolution No. 2024-0056, denying the application for leave to present a late claim of Nadia Smalley.

## COMMITTEE RECOMMENDATIONS:

## CONTRACTS AND AGREEMENTS:

- 7. APPROVE AND AUTHORIZE THE PRESIDENT/CEO TO EXECUTE A FIFTH AMENDMENT TO LEASE NO. GS-09P-LCA00680 WITH THE GENERAL SERVICES ADMINISTRATION (FOR THE TRANSPORTATION SECURITY ADMINISTRATION) THAT EXTENDS THE LEASE BY 5 YEARS:**  
RECOMMENDATION: Adopt Resolution No. 2024-0057, approving and authorizing the President/CEO to execute a fifth amendment to Lease No. GS-09P-LCA00680 with the General Services Administration to extend the term by five years to August 31, 2029.  
**(Capital Financial Planning and Airline Relations: Maya Dayan, Director)**

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- 8. APPROVE AND AUTHORIZE THE PRESIDENT/CEO TO EXECUTE AN AMENDMENT OF THE AIRPORT TERMINAL AND ROADWAYS GATEWAY PUBLIC ART PROJECT AGREEMENT:**  
RECOMMENDATION: Adopt Resolution No. 2024-0058, approving and authorizing the President/CEO to execute an amendment of the Airport Terminal and Roadways Gateway Public Art Project Agreement with Hood Design Studio, Inc. to increase the total not-to-exceed amount by \$400,000, for the Design, Fabrication, Transportation and Delivery, and Consultation During Installation of Public Artwork.  
**(Marketing, Arts & Air Service Development: Jon Graves, Director)**
- 9. APPROVE AND AUTHORIZE THE PRESIDENT/CEO TO EXECUTE AN AMENDMENT OF THE AIRPORT TERMINAL AND ROADWAYS OUTDOOR PLAZA PUBLIC ART PROJECT AGREEMENT:**  
RECOMMENDATION: Adopt Resolution No. 2024-0059, approving and authorizing the President/CEO to execute an amendment of the Airport Terminal and Roadways Outdoor Plaza Public Art Project Agreement with Social Space, LLC to increase the total not-to-exceed amount by \$140,000, for the Design, Fabrication, Transportation and Delivery, and Consultation During Installation of Public Artwork.  
**(Marketing, Arts & Air Service Development: Jon Graves, Director)**

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

- 10. AWARD A CONTRACT TO S&L SPECIALTY CONSTRUCTION, INC. FOR QUIETER HOME PROGRAM PHASE 13, GROUP 7, PROJECT NO. 381307 TWENTY-SIX (26) NON-HISTORIC SINGLE-FAMILY UNITS ON TWENTY-SIX (26) RESIDENTIAL PROPERTIES LOCATED EAST AND WEST OF THE SAN DIEGO INTERNATIONAL AIRPORT:**  
RECOMMENDATION: Adopt Resolution No. 2024-0060, awarding a contract to S&L Specialty Construction, Inc. in the amount of \$1,313,600 for Phase 13, Group 7, Project No. 381307, of the San Diego County Regional Airport Authority's Quieter Home Program and making a finding that the project is exempt from the California Environmental Quality Act.  
**(Planning & Environment Affairs: Sjohnna Knack, Director)**

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- 11. APPROVE AND AUTHORIZE THE PRESIDENT/CEO TO NEGOTIATE AND EXECUTE AN ON-CALL ENVIRONMENTAL CONSULTING SERVICES AGREEMENT TO PROVIDE TECHNICAL SERVICES ASSOCIATED WITH THE AIRPORT AUTHORITY'S ENVIRONMENTAL SUSTAINABILITY PROJECTS AT SAN DIEGO INTERNATIONAL AIRPORT:**

RECOMMENDATION: Adopt Resolution No. 2024-0061, approving and authorizing the President/CEO to negotiate and execute an On-Call Environmental Consulting Services Agreement with C&S Engineers, Inc., for a term of three (3) years, with the option for two (2) one-year extensions, for a maximum amount not to exceed \$2,000,000 to provide technical services associated with environmental and sustainability projects at San Diego International Airport and authorize the President/CEO to award an agreement to the next ranked proposer if negotiations with C&S Engineers, Inc. are unsuccessful.

**(Planning & Environment Affairs: Sjohnna Knack, Director)**

- 12. APPROVE AND AUTHORIZE THE PRESIDENT/CEO TO AWARD A PURCHASE ORDER FOR MICROSOFT ENTERPRISE LICENSE AGREEMENT:**

RECOMMENDATION: Adopt Resolution No. 2024-0062, approving and authorizing the President/CEO to award a purchase order to Insight Public Sector for a three-year term, in an amount not-to-exceed \$1,542,662.25 for the purchase of Microsoft software licenses.

**(Information & Technology Services: Jessica Bishop, Director)**

- 13. APPROVE AND AUTHORIZE THE PRESIDENT/CEO TO EXECUTE A PURCHASE ORDER FOR THE PROCUREMENT OF A MOBILE CHARGING SYSTEM FOR ELECTRIC GROUND SUPPORT EQUIPMENT:**

RECOMMENDATION: Adopt Resolution No. 2024-0063, approving and authorizing the President/CEO to execute a purchase order with Averest Incorporated in an amount not to exceed \$1,929,000 for the procurement of three mobile charging systems for electric ground support equipment to be used by the cargo operators.

**(Planning & Environment Affairs: Sjohnna Knack, Director)**

## PUBLIC HEARINGS:

## OLD BUSINESS:

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**NEW BUSINESS:**

- 14. APPROVE THE CONTINUATION OF A SHORT-TERM BORROWING PROGRAM TO PROVIDE AN INTERIM FUNDING SOURCE FOR THE NEW T1 AND OTHER CAPITAL PROJECTS:**  
RECOMMENDATION: Forward to Board with a recommendation to adopt resolution No. 2024-0064 (1) approving the continuation of a Short-Term Borrowing Program in an aggregate principal amount not to exceed \$200,000,000 outstanding at any one time to provide an interim funding source for the New T1 and other capital projects; (2) authorizing the President/CEO (or such other Designated Officer) to negotiate and execute an Amended and Restated Revolving Credit Agreement with Bank of America, N.A.; and (3) approving the forms of a Tenth Supplemental Subordinate Trust Indenture, an AMT Note, a Non-AMT Note and a Taxable Note and all related documentation and certain related matters.  
**(Finance and Risk Management: John Dillon, Director)**
  
- 15. APPROVE AND AUTHORIZE THE PRESIDENT/CEO TO EXECUTE A COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM AGREEMENT WITH WOOLPERT, INC.:**  
RECOMMENDATION: Adopt Resolution No. 2024-0065, approving and authorizing the President/CEO to execute an agreement with Woolpert, Inc., for a term of three years, with the option for two one-year extensions exercisable at the discretion of the President/CEO, for a total not-to-exceed amount of \$3,146,607.00 to provide installation, configuration, training, maintenance, and technical support for a computerized maintenance management database system.  
**(Facilities Management: Stephen Mosca, Director)**
  
- 16. PUBLIC EMPLOYEE COMPENSATION: DISCUSSION AND POSSIBLE ACTION CONCERNING COMPENSATION FOR THE PRESIDENT/CEO:**  
RECOMMENDATION: The Board will be discussing and possibly taking action regarding the performance of the President/CEO.  
**(Human Resources: Monty Bell, Director)**
  
- 17. PUBLIC EMPLOYEE COMPENSATION: DISCUSSION AND POSSIBLE ACTION CONCERNING COMPENSATION FOR THE GENERAL COUNSEL:**  
RECOMMENDATION: The Board will be discussing and possibly taking action regarding the performance of the General Counsel.  
**(Human Resources: Monty Bell, Director)**
  
- 18. PUBLIC EMPLOYEE COMPENSATION: DISCUSSION AND POSSIBLE ACTION CONCERNING COMPENSATION FOR THE CHIEF AUDITOR:**  
RECOMMENDATION: The Board will be discussing and possibly taking action regarding the performance of the Chief Auditor.  
**(Human Resources: Monty Bell, Director)**

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## CLOSED SESSION:

**19. PUBLIC EMPLOYEE PERFORMANCE EVALUATION:**

Cal. Gov. Code §54957

Title: President/Chief Executive Officer

**20. PUBLIC EMPLOYEE PERFORMANCE EVALUATION:**

Cal. Gov. Code §54957

Title: General Counsel

**21. PUBLIC EMPLOYEE PERFORMANCE EVALUATION:**

Cal. Gov. Code §54957

Title: Chief Auditor

**22. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION:**

Paragraph (1) of subdivision (d) of Cal. Gov. Code §54956.9

Name of Case: *San Diego County Regional Airport Authority v. AQ US SW Holding Co., et al.*, San Diego Superior Court Case No. 37-2023-00032124-CU-BC-CTL

**23. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION:**

Paragraph (1) of subdivision (d) of Cal. Gov. Code §54956.9

Name of Case: *United States of America v. City of San Diego, et al. and Related Cross Actions*

United States District Court Case No. 3:23-CV-00541-LL-BGS

**24. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION:**

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:

Number of potential Cases: 2

**25. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION:**

Significant exposure of litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: Number of potential Cases: 1

## REPORT ON CLOSED SESSION:

## 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:



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## **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 submit a speaker slip to the Clerk 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 submit a speaker slip 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 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.
- 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.
- 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.

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) 400-2550 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](http://www.san.org).

**For those planning to attend the Commission meeting, parking is available in the Airport Administration Building Parking Lot (entrance on the east side of McCain Road). Visitors can park in the lot from 8:00 a.m. to 5:00 p.m.**

You may also reach the SDCRAA Building by using public transit via the San Diego MTS System, Route 923. For route and fare information, please call the San Diego MTS at (619) 233-3004 or 511.

**DRAFT**  
**SAN DIEGO COUNTY REGIONAL AIRPORT SPECIAL AUTHORITY BOARD**  
**MINUTES**  
**MONDAY, JUNE 3, 2024**  
**SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY**  
**BOARD ROOM**

**CALL TO ORDER:** Chair Cabrera called the meeting of the San Diego County Regional Airport Special Authority Board to order at 9:02 a.m. on Monday, June 3, 2024, at the San Diego County Regional Airport Authority, Administration Building, 2417 McCain Road, San Diego, CA 92101.

**PLEDGE OF ALLEGIANCE:** Chair Cabrera led the pledge of allegiance.

**ROLL CALL:**

PRESENT: Board Members: Benzian, Cabrera (Chair), Martinez, Montgomery Steppe, Perez, Sly, Vaus

ABSENT: Board Members: Sanchez, von Wilpert

ALSO PRESENT: Kimberly J. Becker, President/CEO; Amy Gonzalez, General Counsel; Shawna Morales, Assistant Authority Clerk II; Patricia Willis, Assistant Authority Clerk I

**NEW BUSINESS:**

**1. AWARD AND AUTHORIZE THE PRESIDENT/CEO TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR PARKING MANAGEMENT SERVICES:**

Rick Francis, Vice President and Chief Operating Officer, Airside & Terminal Operations, Marc Nichols, Director, Ground Transportation, and Hampton Brown, Vice President & Chief Revenue Officer, Marketing Arts & Air Service Development, provided a presentation on Award and Authorize the President/CEO to Negotiate and Execute an Agreement for Parking Management Services that included Parking Management Services Overview; Non-Airline Revenue; New Terminal 1 Parking Plaza; Scope of Work; New Agreement Term; Worker Retention; RFP Process Schedule, Evaluation Criteria, Scores and Ranking; SP Plus Corporation; SP Plus Parking Management Experience at Large Airports; SP Plus Innovative Revenue Streams; SP Plus and Aeroparker Partnership – Revenue Management and Marketing, and Data Sharing.

RECOMMENDATION: Adopt Resolution No. 2024-0034, awarding and authorizing the President/CEO to negotiate and execute an agreement with SP Plus Corporation for Parking Management Services for a term of three (3) years with options for two (2) one-year extensions in an amount not to exceed fifty-six million dollars (\$56,000,000.00).

Keith Jones, Executive Chairman & Owner of Ace Parking, San Diego, CA, spoke in support of the staff's recommendation.

Jason Finch, President of SP Plus Services for the West Airport Division, Prescott, AZ, spoke in support of the staff's recommendation.

Adrian Kwiatkowski, President & CEO of Transportation Alliance Group, spoke in support of the staff's recommendation but did have concerns about the newly selected operator who engages in marketing activity against private sectors.

**ACTION: Moved by Board Member Montgomery Steppe and seconded by Board Member Vaus to approve the staff's recommendation. Motion carried by the following votes: YES – Cabrera, Benzian, Martinez, Montgomery Steppe, Perez, Sly, Vaus, NO – None; ABSENT – Sanchez, von Wilpert. (Weighted Vote Points: YES – 75; NO – 0; ABSENT - 25)**

*The Board recessed at 9:39 a.m. and reconvened at 9:40 a.m.*

**CLOSED SESSION:** The Board recessed into Closed Session at 9:42 a.m. to hear item 2.

- 2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION:**  
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:  
Number of potential Cases: 1
  
- 3. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION:**  
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:  
Number of cases: 1

**REPORT ON CLOSED SESSION:** The meeting adjourned out of Closed Session at 10:05 a.m. There was no reportable action.

**GENERAL COUNSEL REPORT:**

**BOARD COMMENT:**

**ADJOURNMENT:** The meeting adjourned at 10:05 a.m.

APPROVED BY A MOTION OF THE SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY  
BOARD THIS 11<sup>TH</sup> DAY OF JULY 2024.

**ATTEST:**

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SHAWNA MORALES  
ASSISTANT AUTHORITY CLERK II

**APPROVED AS TO FORM:**

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AMY GONZALEZ  
GENERAL COUNSEL

**DRAFT**  
**SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY BOARD**  
**MINUTES**  
**THURSDAY, JUNE 6, 2024**  
**SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY**  
**BOARD ROOM**

**CALL TO ORDER:** Vice Chair Sly called the meeting of the San Diego County Regional Airport Authority Board to order at 9:02 a.m. on Thursday, June 6, 2024, at the San Diego County Regional Airport Authority, Administration Building, 2417 McCain Road, San Diego, CA 92101.

**PLEDGE OF ALLEGIANCE:** Vice Chair Sly led the pledge of allegiance.

**ROLL CALL:**

PRESENT: Board Members: Bedell (Ex-Officio), Benzian, Martinez, Montgomery Steppe, Perez, Sanchez, Sly, Townsend (Ex-Officio), Vaus, von Wilpert

ABSENT: Board Members: Cabrera (Chair), Perrault (Ex-Officio)

ALSO PRESENT: Kimberly J. Becker, President/CEO; Amy Gonzalez, General Counsel; Shawna Morales, Assistant Authority Clerk II; Sonja Banks, Assistant Authority Clerk I

Vice Chair Sly pulled item 18 per staff's request, with no objection from the Board.

**PRESENTATIONS:**

**REPORTS FROM BOARD COMMITTEES, AD HOC COMMITTEES, AND CITIZENCOMMITTEES AND LIAISONS:**

- **AUDIT COMMITTEE:** Callie Ullman, Senior Auditor, reported that the Audit Committee last met on May 6, 2024, and that the meeting agenda had several items including Required Communication from the new external financial audit firm of Plante Moran, the results of the External Quality Assurance Review of the Office of the Chief Auditor, a revision to the Office of the Chief Auditor's Fiscal Year 2024 Audit Plan, and the Office of the Chief Auditor's Fiscal Year 2025 Risk Assessment and Audit Plan, all of which are included in today's consent agenda.
- **CAPITAL IMPROVEMENT PROGRAM OVERSIGHT COMMITTEE:** Board Member von Wilpert reported no CIPOC Meeting since the last Board Meeting. She reported that progress continues on New Terminal 1, that the Parking Plaza is almost completed and that the landside and airside, with the first Jet Bridge arrived in May. She reported that the next CIPOC Meeting is scheduled for July 18<sup>th</sup> where staff will provide the Board with a project update.

- **EXECUTIVE PERSONNEL AND COMPENSATION COMMITTEE:** Vice Chair Sly reported that the Executive Personnel and Compensation Committee, met on June 3<sup>rd</sup> to discuss the Public Employee Performance Evaluation of the President/CEO, the General Counsel, and the Chief Auditor.
- **FINANCE COMMITTEE:** Vice Chair Sly reported that the committee reviewed the Unaudited Financial Statements, as well as the Authority's Investment Report, for the ten months ended April 30<sup>th</sup>, 2024. He reported the Finance Committee also reviewed the Authority's Policy 4.40-Debt Issuance and Management and Authority's Policy 4.20-Guideline for Prudent Investments, and Delegation of Authority to Invest and Manage Authority Funds to the Vice President, and Chief Financial Officer/Treasurer. He reported that both policy updates are on the Consent Agenda today.

### **ADVISORY COMMITTEES**

- **AUTHORITY ADVISORY COMMITTEE:** None.
- **ARTS ADVISORY COMMITTEE:** Board Member Martinez reported that the Art Program is accepting proposals for the 2025 Temporary Exhibition, entitled Mirror, Mirror. She reported that proposals are due by June 30<sup>th</sup>.

### **LIAISONS**

- **CALTRANS:** Board Member Townsend reported that Caltrans continues its enhanced maintenance efforts along Interstate 5, various ramps leading to the airport and downtown areas. He also reported that Caltrans hosted the Annual Rock N Roll Marathon last weekend on State 163.
- **INTER-GOVERNMENTAL AFFAIRS:** Vice Chair Sly reported that the Federal Aviation Administration (FAA) Reauthorization bill included 10 new slot exemptions (or five roundtrip flights) to Ronald Reagan Washington National Airport (DCA), and Alaska Airlines has indicated interest in SAN-DCA. He reported that on Tuesday, a House Appropriation Subcommittee advanced its Fiscal Year 2025 Department of Homeland Security spending bill. He noted that this bill restores funding to two important airport security programs eliminated last year: the Law Enforcement Officer (LEO) Reimbursement program and the State/Local Canine Law Enforcement Reimbursement Program. He also reported that in Sacramento, Governor Newsom and State Lawmakers are working to finalize the State Budget for the 2024-25 Fiscal Year and advance over a thousand bills ahead for the summer recess that begins July 3<sup>rd</sup>.

- **MILITARY AFFAIRS:** Board Member Bedell reported that Field Carrier Landing practice would take place later this month. He reported that they hosted the Southern California Course Rules Conference earlier this year, synchronizing the Navy and Marine Corp. Installations. He reported a reduction in noise complaints from the local community, noting a better adherence to the course rules, in and out of the airfield. He reported that the Miramar Wildland Fire Crew is up and in battery, doing prescribed burns in East Miramar. He reported this is the first Marine Wildland Crew in the country. He also reported that there are two events coming up at Miramar Base, which are the Flight Line 5K on June 22, 2024, and the America's Air Show on September 27, 2024, through September 29, 2024. He reported that his change in command will be at the end of July, noting Colonel Herman will be his replacement.
- **PORT:** None.
- **WORLD TRADE CENTER:** None.

#### **BOARD REPRESENTATIVES (EXTERNAL)**

- **SANDAG BOARD OF DIRECTORS:** Vice Chair Sly reported that the SANDAG Board of Directors met twice since the last Board meeting. He reported that at the first meeting, SANDAG and Caltrans staff presented information about the Otay Mesa East Port of Entry Federal Project Agreement, the pending binational tolling and revenue agreements, and provided an update on design and construction activities on both sides of the boarder. He reported that during the second meeting, staff presented an overview of the process and anticipated costs and schedule for removing toll only operations from State Route 125. He also reported that the Board was asked to provide feedback to staff on the next steps. The next meeting is June 14<sup>th</sup>.
- **SANDAG TRANSPORTATION COMMITTEE:** Board Member Perez reported that the SANDAG Transportation Committee met once since the last Board Meeting and at that meeting, staff presented an update on the LOSSAN Rail Realignment Project. The next meeting is June 21, 2024.

**CHAIR REPORT:** Vice Chair Sly reported that the Authority partnered with Southwest Airlines to host a pit stop for the annual SANDAG Bike Anywhere Day. He reported that over 140 bicycle riders stopped by for refreshments, bike-related giveaways, and progress updates on the new terminal. He reported that this year's pit stop was held in honor of Brett Caldwell, a member of the Airport Authority who passed away in March. He reported that Brett coordinated this annual event for many years, and that it was special honor to pay tribute to his legacy with his family in attendance. He reported that SANDAG has appointed Mario Orso as the new CEO and that we are looking forward his leadership, as we continue to provide input and technical assistance on SANDAG's plans to bring transit to the airport, as well as other projects that will benefit the region. He thanked Coleen Clementson for her service to the San Diego community, first as SANDAG Deputy Chief Executive Officer, and most recently as Interim Chief Executive Officer.

*Board Member Sanchez arrived at 9:14 a.m.*

**PRESIDENT/CEO REPORT:** Kimberly Becker, President/CEO, reported that incredible progress is being made with construction and that Phase 1A is over 65% complete with work now being done in the interior of the facility. She reported that Stage 1 of the Parking Plaza is on track to open in late summer and that we are approaching the 50% mark of Stage 2. She reported that parking is still available during construction. She reported that the first California Least Tern eggs have been spotted on the airfield. She reported that the Administration Building has earned Lead Gold Certification, which covers Energy Efficiency, Sustainable Materials, Optimized Performance, Sustainable Transportation, Redevelopment, Remediation, as well as Water Conservation. She reported that May was a big month for new and resuming air service. She stated that Breeze Airline began operating 5 non-stop routes, Alaska Airlines added non-stop routes to Atlanta and Anchorage, Air Canada resumed service to Montreal, Spirit Airlines resumed service to Baltimore, and Frontier began a new non-stop flight to El Paso 3 times per week. She reported the 2024 Fly Quiet Award winners as, Southwest Airlines, Hawaiian Airlines, DHL Express USA, and Lufthansa. She announced KariLyn Merlos, Senior Environment Specialist, as the Employee of the Quarter.

**NON-AGENDA PUBLIC COMMENT:**

DONELL JOHNSON, SAN DIEGO, spoke in support of Diversity and Inclusion at the Airport, specifically in the area of construction for small and minority-owned businesses.

**CONSENT AGENDA (ITEMS 1 - 23):**

Board Member von Wilpert, commented on Item #5, thanking Gretchen Newsom for her continued service to the Audit Committee.

**Vice Chair Sly noted that item #18 was removed from the Consent Agenda.**



**ACTION: Moved by Board Member Vaus and seconded by Board Member Sanchez to approve the Consent Agenda. Motion carried by the following votes: YES – Benzian, Martinez, Montgomery Steppe, Perez, Sanchez, Sly, Vaus, von Wilpert; NO – None; ABSENT –Cabrera. (Weighted Vote Points: YES – 86; NO – 0; ABSENT - 14)**

**1. APPROVAL OF MINUTES:**

RECOMMENDATION: Approve the minutes of the April 18, 2024, special meeting, May 2, 2024, regular meeting, and May 16, 2024, special 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 AND APPROVED CHANGE ORDERS FROM APRIL 8, 2024, THROUGH MAY 12, 2024, AND REAL PROPERTY AGREEMENTS GRANTED AND ACCEPTED FROM APRIL 8, 2024, THROUGH MAY 12, 2024:**

RECOMMENDATION: Receive the report.

**4. JUNE 2024 LEGISLATIVE REPORT:**

RECOMMENDATION: Adopt Resolution No. 2024-0035, approving the May 2024 Legislative Report.

**5. APPOINTMENT OF PUBLIC MEMBER TO THE AUDIT COMMITTEE:**

RECOMMENDATION: Adopt Resolution No. 2024-0036, appointing Gretchen Newsom as a public member to the Audit Committee to commence July 2024 for a three-year term.

**CLAIMS:**

**6. REJECT THE CLAIM OF ANDREW BETHAY:**

RECOMMENDATION: Adopt Resolution No. 2024-0037, rejecting the claim of Andrew Bethay.

**7. REJECT THE CLAIM OF WILLIAM MCLEAN:**

RECOMMENDATION: Adopt Resolution No. 2024-0038, rejecting the claim of William McLean.

**8. DENY THE APPLICATION FOR LEAVE TO PRESENT A LATE CLAIM OF ANTOINETTE SYNESIOU:**

RECOMMENDATION: Adopt Resolution No. 2024-0039, denying the application for leave to present a late claim of Antoinette Synesiou.

**COMMITTEE RECOMMENDATIONS:**

**9. REVIEW OF AUTHORITY POLICY 4.40 – DEBT ISSUANCE AND MANAGEMENT POLICY:**

RECOMMENDATION: The Finance Committee recommends that the Board adopt Resolution No. 2024-0040, approving amendments to Authority Policy 4.40 – Debt Issuance and Management Policy.

**10. REVIEW OF AUTHORITY POLICY 4.20 - GUIDELINES FOR PRUDENT INVESTMENTS AND DELEGATION OF AUTHORITY TO INVEST AND MANAGE AUTHORITY FUNDS TO THE VICE PRESIDENT, CHIEF FINANCIAL OFFICER/TREASURER:**

RECOMMENDATION: The Finance Committee recommends that the Board adopt Resolution No. 2024-0041, approving amendments to Authority Policy 4.20- Guidelines for Prudent Investments and delegating authority to invest and manage Authority Funds to the Vice President, Chief Financial Officer/Treasurer.

**11. REQUIRED COMMUNICATION TO THE AUDIT COMMITTEE ON THE FINANCIAL AND COMPLIANCE AUDITS FOR THE FISCAL YEAR ENDED JUNE 30, 2024:**

RECOMMENDATION: The Audit Committee recommends that the Board accept the information.

**12. RESULTS FROM THE QUALITY ASSESSMENT REVIEW OF THE OFFICE OF THE CHIEF AUDITOR:**

RECOMMENDATION: The Audit Committee recommends that the Board accept the information.

**13. FISCAL YEAR 2024 THIRD QUARTER REPORT FROM THE OFFICE OF THE CHIEF AUDITOR:**

RECOMMENDATION: The Audit Committee recommends that the Board accept the report.

**14. REVISION TO THE FISCAL YEAR 2024 AUDIT PLAN OF THE OFFICE OF THE CHIEF AUDITOR:**

RECOMMENDATION: The Audit Committee recommends that the Board adopt Resolution No. 2024-0042, approving the revision to the Fiscal Year 2024 Audit Plan of the Office of the Chief Auditor.

**15. RISK ASSESSMENT AND PROPOSED FISCAL YEAR 2025 AUDIT PLAN OF THE OFFICE OF THE CHIEF AUDITOR:**

RECOMMENDATION: The Audit Committee recommends that the Board adopt Resolution No. 2024-0043, approving the Fiscal Year 2025 Proposed Audit Plan of the office of the Chief Auditor.

**CONTRACTS AND AGREEMENTS:**

**16. AUTHORIZE THE PRESIDENT/CEO TO NEGOTIATE AND EXECUTE A 7-YEAR CONCESSION LEASE WITH SMARTE CARTE, INC. TO OPERATE LUGGAGE CART SERVICES:**

RECOMMENDATION: Adopt Resolution No. 2024-0044, authorizing the President/CEO to negotiate and execute a 7-year Concession Lease with Smarte Carte, Inc. to operate luggage cart services.

**17. APPROVE AND AUTHORIZE THE PRESIDENT/CEO TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT WITH FOSTER & FOSTER CONSULTING ACTUARIES, INC. FOR ACTUARIAL SERVICES:**

RECOMMENDATION: Adopt Resolution No. 2024-0045, approving and authorizing the President/CEO to execute a Second Amendment to the Agreement with Foster & Foster Consulting Actuaries, Inc., for Actuarial Services, extending the term for one year to June 29, 2025.

**Item was pulled from the Consent Agenda.**

**18. AUTHORIZE A THIRD AMENDMENT TO THE AIRPORT PARKING MANAGEMENT SERVICES AGREEMENT TO EXTEND THE TERM BY 31 DAYS:**

RECOMMENDATION: Adopt Resolution No. 2024-0046, authorizing the President/CEO to execute a third amendment to the Airport Parking Management Services Agreement to extend the term of the Agreement by 31 days to July 31, 2024, with no increase in the maximum amount payable.

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

**19. AWARD A CONTRACT TO M.W. VASQUEZ CONSTRUCTION CO., INC., DBA VASQUEZ CONSTRUCTION COMPANY IN THE AMOUNT OF \$1,397,498 FOR PROJECT NO. 104300 DIGITAL SIGN REPLACEMENT AT ELEVATED DEPARTURE ROADWAY (EDR) AT SAN DIEGO INTERNATIONAL AIRPORT:**

RECOMMENDATION: Adopt Resolution No. 2024-0047, awarding a contract to M.W. Vasquez Construction Co., Inc., dba Vasquez Construction Company in the amount of \$1,397,498 for Project No. 104300 Digital Sign Replacement at Elevated Departure Roadway at San Diego International Airport.

**20. AWARD A CONTRACT TO S&L SPECIALTY CONSTRUCTION, INC. FOR QUIETER HOME PROGRAM PHASE 13, GROUP 6, PROJECT NO. 381306 THIRTY-TWO (32) NON-HISTORIC SINGLE-FAMILY AND MULTI-FAMILY UNITS ON TWENTY (20) RESIDENTIAL PROPERTIES LOCATED EAST AND WEST OF THE SAN DIEGO INTERNATIONAL AIRPORT:**

RECOMMENDATION: Adopt Resolution No. 2024-0048, awarding a contract to S&L Specialty Construction, Inc. in the amount of \$1,707,200 for Phase 13, Group 6, Project No. 381306, of the San Diego County Regional Airport Authority's Quieter Home Program and making a finding that the project is exempt from the California Environmental Quality Act.

**21. APPROVE AND AUTHORIZE THE PRESIDENT/CEO TO EXECUTE A SOLE SOURCE AGREEMENT WITH THE CITY OF SAN DIEGO FOR EMT-PARAMEDIC SERVICES:**

RECOMMENDATION: Adopt Resolution No. 2024-0049 approving and authorizing the President/CEO to execute a sole source Agreement with the City of San Diego for EMT-Paramedic Services for a total term, including extension option(s), not to exceed seven years with a maximum not to exceed amount of eighteen million dollars (\$18,000,000).

**22. APPROVE AND AUTHORIZE THE PRESIDENT/CEO TO EXECUTE AN AGREEMENT WITH WILLIS TOWERS WATSON MIDWEST, INC. TO PROVIDE CONSTRUCTION AND OPERATIONAL INSURANCE BROKER SERVICES FOR THE SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY:**

RECOMMENDATION: Adopt Resolution No. 2024-0050, approving and authorizing the President/CEO to negotiate and execute an agreement with Willis Towers Watson Midwest, Inc. for a term of three years, with the option for two one-year extensions in an amount not to exceed \$2,900,000 to provide Construction and Operational Insurance Broker Services for San Diego County Regional Airport Authority.

**23. APPROVE AND AUTHORIZE THE PRESIDENT/CEO TO EXECUTE A FLEET MAINTENANCE SERVICE AGREEMENT WITH ECOFLEET INDUSTRIES, INC.:**

RECOMMENDATION: Adopt Resolution No. 2024-0051 approving and authorizing the President/CEO to execute a fleet maintenance service agreement with Ecofleet Industries, Inc., for a term of three years, with the option for two (2) one-year extensions exercisable at the discretion of the President/CEO, for a total not-to-exceed amount of \$1,250,000.00.

**PUBLIC HEARINGS:**

**OLD BUSINESS:**

**NEW BUSINESS:**

- 24. APPROVAL AND ADOPTION OF THE OPERATING BUDGET FOR FISCAL YEAR 2025, THE CAPITAL PROGRAM FOR FISCAL YEARS 2025-2029, AND CONCEPTUAL APPROVAL OF THE OPERATING BUDGET FOR FISCAL YEAR 2026:**  
Scott Brickner, Vice President/CFO, provided a brief presentation that included the Authority's Annual Operating Budget for Fiscal Year 2025, the Capital Program for Fiscal Years 2025-2029, and Conceptual Operating Budget for Fiscal Year 2026.

Board Member Montgomery Steppe requested an update, at some point, on the focus of the Authority's investment in Veteran, Minority, Women-owned, and local small businesses for construction projects at the airport.

RECOMMENDATION: Adopt Resolution No. 2024-0052 approving and adopting the Authority's Annual Operating Budget for Fiscal Year 2025, the Capital Program for Fiscal Years 2025-2029, and conceptually approving the Operating Budget for Fiscal Year 2026.

**ACTION: Moved by Board Member Sanchez and seconded by Board Member Benzian to approve Staff's recommendation. Motion carried by the following votes: YES – Benzian, Martinez, Montgomery Steppe, Perez, Sanchez, Sly, Vaus, von Wilpert; NO – None; ABSENT – Cabrera. (Weighted Vote Points: YES – 86; NO – 0; ABSENT - 14)**

- 25. AMEND THE VOLUNTARY 2% SURCHARGE PROCEDURE FOR FOOD AND BEVERAGE CONCESSIONS TO CONFORM TO SENATE BILL 478, DODD. CONSUMERS LEGAL REMEDIES:**

Deanna Zachrisson, Director, Revenue Generation & Partnership, provided a presentation that included an explanation of what the 2% Employee Surcharge represents, how it is collected and distributed to employees and what needs to be completed to conform to the Senate Bill 478.

RICHARD LEDFORD, HIGH FLYING FOOD, SAN DIEGO, spoke in support of the Staff's recommendation.

Board Member Von Wilpert requested an update at the end of the year.

RECOMMENDATION: Adopt Resolution No. 2024-0053 amending the voluntary 2% surcharge procedure for food and beverage concessions to conform to Senate Bill 478.

**ACTION: Moved by Board Member Sanchez and seconded by Board Member Perez to approve the Staff's recommendation. Motion carried by the following votes noting Board Member Perez correction to the recommendation: YES – Benzian, Martinez, Montgomery Steppe, Perez, Sanchez, Sly, Vaus, von Wilpert; NO – None; ABSENT –Cabrera. (Weighted Vote Points: YES – 86; NO – 0; ABSENT - 14)**

The Board recessed at 9:43 a.m. and reconvened at 10:09 a.m.

**CLOSED SESSION:** The Board recessed into Closed Session at 10:10 a.m. to hear Item 26.

**26. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION:**

Paragraph (1) of subdivision (d) of Cal. Gov. Code §54956.9

Name of Case: *San Diego County Regional Airport Authority v. AQ US SW Holding Co., et al.*, San Diego Superior Court Case No. 37-2023-00032124-CU-BC-CTL

**27. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:**

Paragraph (1) of subdivision (d) of Cal. Gov. Code §54956.9

Name of Case: *United States of America v. City of San Diego, et al. and Related Cross Actions*

United States District Court Case No. 3:23-CV-00541-LL-BGS

**28. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION:**

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: Number of potential Cases: 2

**29. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION:**

Significant exposure of litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: Number of potential Cases: 1

**REPORT ON CLOSED SESSION:** The Board adjourned out of Closed Session at 10:35 a.m. There was no reportable action.

**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:** The meeting was adjourned at 10:35 a.m.

APPROVED BY A MOTION OF THE SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY BOARD THIS 11<sup>th</sup> DAY OF JULY 2024.

**ATTEST:**

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SHAWNA MORALES  
ASSISTANT AUTHORITY CLERK II

**APPROVED AS TO FORM:**

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AMY GONZALEZ  
GENERAL COUNSEL

## Staff Report

**Meeting Date:** July 11, 2024

**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. 2019-0074, 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.

**Fiscal Impact:**

Board and Committee Member Compensation is included in the FY 2024 Budget



## Authority Strategies/Focus Areas:

This item supports one or more of the following (*select at least one under each area*):

### Strategies

- Community Strategy    Customer Strategy    Employee Strategy    Financial Strategy    Operations Strategy

### Focus Areas

- Advance the Airport Development Plan    Transform the Customer Journey    Optimize Ongoing Business

### 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.
- C. NEPA: This Board action is not a project that involves additional approvals or actions by the Federal Aviation Administration ("FAA") and, therefore, no formal review under the National Environmental Policy Act ("NEPA") is required.

### Application of Inclusionary Policies:

Not applicable.

### Prepared by:

Matt Harris  
Director, Government Relations

# **Attachment A**

## BOARD MEMBER EVENT/MEETING/TRAINING REPORT SUMMARY

**Directions:** This Form permits Board Members to report their attendance at meetings, events, and training that qualifies for “day of service” compensation pursuant to Cal. Pub. Util. Code §170017, Board Policy 1.10 and Board Resolution 2019-0074. 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 Board Services, Authority Clerk Staff.

<b>Period Covered:</b>	<b>March - June 6, 2024</b>	
<b>Board Member Name:</b>	<b>Whitney Benzian</b>	
<b>Date:</b>	<b>6/6/2024</b>	
Type of Meeting	Date/Time/Location of Event/Meeting/Training	Summary and Description of the Event/Meeting/Training
Brown Act Pre-approved Res. 2019-0074	3/1 - Board meeting	
Brown Act Pre-approved Res. 2019-0074	3/11 - Board orientation - authority overview	
Brown Act Pre-approved Res. 2019-0074	3/25 - Special authority meeting	
Brown Act Pre-approved Res. 2019-0074	3/28 - New board member orientation	
Brown Act Pre-approved Res. 2019-0074	4/8 - board member tour & dinner	
Brown Act Pre-approved Res. 2019-0074	4/18 - special board meeting and budget workshop	

Brown Act Pre-approved Res. 2019-0074	5/1 – Turo meeting with lobbyist James Lawson and Stephanie Benvenuto	
Brown Act Pre-approved Res. 2019-0074	5/2 -board meeting	
Brown Act Pre-approved Res. 2019-0074	5/14 - Ace parking interview with Jason Baltimore	
Brown Act Pre-approved Res. 2019-0074	5/17 - AREAS meeting with Lani Lutor and client	
Brown Act Pre-approved Res. 2019-0074	6/3 - special board meeting parking contract	
Brown Act Pre-approved Res. 2019-0074	6/6 - Board/ALUC committee meeting	

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



Signature: \_\_\_\_\_

## BOARD MEMBER EVENT/MEETING/TRAINING REPORT SUMMARY

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<b>Period Covered:</b>	June 1 through June 30, 2024	
<b>Board Member Name:</b>	Gil Cabrera	
<b>Date:</b>	6/29/24	
<b>Type of Meeting</b>	<b>Date/Time/Location of Event/Meeting/Training</b>	<b>Summary and Description of the Event/Meeting/Training</b>
<input checked="" type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	6/3/2024 - SDCRAA Admin Building	SDCRAA Special Board of Directors Meeting
<input checked="" type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	6/24/2024 - 9am-10:30am - SDCRAA Admin Building	SDCRAA Executive Finance Committee Meeting
<input checked="" type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	6/28/2024 - 9:00am-12:00pm - SANDAG Board Room	SANDAG Board of Directors Meeting
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input checked="" type="checkbox"/> Res. 2019-0074		
<input checked="" type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		
<input checked="" type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input checked="" type="checkbox"/> Res. 2019-0074		
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input checked="" type="checkbox"/> Res. 2019-0074		

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

Signature: Gil Cabrera Digitally signed by Gil Cabrera  
Date: 2024.06.29 12:03:56 -07'00'

**BOARD MEMBER EVENT/MEETING/TRAINING REPORT SUMMARY**

**Directions:** This Form permits Board Members to report their attendance at meetings, events, and training that qualifies for “day of service” compensation pursuant to Cal. Pub. Util. Code §170017, Board Policy 1.10 and Board Resolution 2019-0074. 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 Board Services, Authority Clerk Staff.

<b>Period Covered:</b> June 2024		
<b>Board Member Name:</b> Lidia S Martinez		
<b>Date:</b> 6/25/24		
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. 2019-0074	6/3/24 9:30am AA Administration Building	Executive Personnel & Compensation Committee Meeting
<input checked="" type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	6/6/24 9am AA Administration Building	Board/ALUC Meeting
<input type="checkbox"/> Brown Act <input checked="" type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	6/18/24 4:30pm Petco Park	San Diego Regional EDC Dinner
<input checked="" type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	6/24/24 9am AA Administration Building	Executive-Finance Committee Meeting
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		

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

Signature: Lidia S Martinez

**BOARD MEMBER EVENT/MEETING/TRAINING REPORT SUMMARY**

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<b>Period Covered:</b> April 1 2024 - April 30 2024		
<b>Board Member Name:</b> Monica Montgomery Steppe		
<b>Date:</b> 6/6/24		
<b>Type of Meeting</b>	<b>Date/Time/Location of Event/Meeting/Training</b>	<b>Summary and Description of the Event/Meeting/Training</b>
<input checked="" type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	April 4, 2024 9:00AM 2417 McCain Road San Diego, CA 92101 SDRAA Board Room	SD Regional Airport Authority Board Meeting/ALUC Committee Meeting
<input checked="" type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	April 18, 2024 9:00AM 2417 McCain Road San Diego, CA 92101 SDRAA Board Room	Special Board Meeting and Capital Budget Workshop
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input checked="" type="checkbox"/> Res. 2019-0074	April 22, 2024 9:00AM 2417 McCain Road San Diego, CA 92101 ATC Conference Room	New Board Member Orientation
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		

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

Signature: v mms@sdcounty.ca.gov Digitally signed by  
mms@sdcounty.ca.gov  
Date: 2024.06.06 17:16:42 -07'00'

**BOARD MEMBER EVENT/MEETING/TRAINING REPORT SUMMARY**

**Directions:** This Form permits Board Members to report their attendance at meetings, events, and training that qualifies for “day of service” compensation pursuant to Cal. Pub. Util. Code §170017, Board Policy 1.10 and Board Resolution 2019-0074. 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 Board Services, Authority Clerk Staff.

<b>Period Covered:</b> May 1 2024 - May 24 2024		
<b>Board Member Name:</b> Monica Montgomery Steppe		
<b>Date:</b> 5/24/24		
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. 2019-0074	May 2, 2024 9:00AM 2417 McCain Road San Diego, CA 92101 SDRAA Board Room	SD Regional Airport Authority Board Meeting/ALUC Committee Meeting
<input checked="" type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	May 6, 2024 9:00AM 2417 McCain Road San Diego, CA 92101 SDRAA Board Room	Audit Committee Meeting
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		
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<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		

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

Signature: v mms@sdcounty.ca.gov Digitally signed by mms@sdcounty.ca.gov Date: 2024.06.05 13:13:12 -07'00'



**BOARD MEMBER EVENT/MEETING/TRAINING REPORT SUMMARY**

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<b>Period Covered:</b> June 1 2024 - June 6 2024		
<b>Board Member Name:</b> Monica Montgomery Steppe		
<b>Date:</b> 6/7/24		
<b>Type of Meeting</b>	<b>Date/Time/Location of Event/Meeting/Training</b>	<b>Summary and Description of the Event/Meeting/Training</b>
<input checked="" type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	June 3, 2024 9:00AM 2417 McCain Road San Diego, CA 92101 SDRAA Board Room	Special SD Regional Airport Authority Board Meeting
<input checked="" type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	June 6, 2024 9:00AM 2417 McCain Road San Diego, CA 92101 SDRAA Board Room	SD Regional Airport Authority Board Meeting/ALUC Committee Meeting
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		
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<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		

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

Signature: v mms@sdcounty.ca.gov Digitally signed by mms@sdcounty.ca.gov Date: 2024.06.06 17:28:09 -07'00'

**BOARD MEMBER EVENT/MEETING/TRAINING REPORT SUMMARY**

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<b>Period Covered:</b> 6/1/24-6/30/24		
<b>Board Member Name:</b> Rafael Perez		
<b>Date:</b> 7/9/24		
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. 2019-0074	6/3/24 9am Admin- Board Room	Special Board Meeting
<input checked="" type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	6/6/24 9am Admin- Board Room	Board/ALUC
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input checked="" type="checkbox"/> Res. 2019-0074	6/10/24 8am Brown Field	City of San Diego Ground breaking for Brown Field Dev.
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input checked="" type="checkbox"/> Res. 2019-0074	6/18/24 4:30 pm Petco Park	San Diego Regional EDC Annual Dinner
<input checked="" type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input checked="" type="checkbox"/> Res. 2019-0074	6/21/24 9am SANDAG	Joint Meeting of Transportation, Regional Planning, and Borders Committees
<input checked="" type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	6/24/24 9am Admin-Board Room	Exec/Finance
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		

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

Signature:  \_\_\_\_\_

**BOARD MEMBER EVENT/MEETING/TRAINING REPORT SUMMARY**

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<b>Period Covered:</b>	September 11, 2023 through March 7, 2024	
<b>Board Member Name:</b>	Esther C. Sanchez	
<b>Date:</b>	June 11, 2024	
<b>Type of Meeting</b>	<b>Date/Time/Location of Event/Meeting/Training</b>	<b>Summary and Description of the Event/Meeting/Training</b>
<input type="checkbox"/> Brown Act <input checked="" type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	Sept 11, 2023, 10 am SDCRAA Audit Comm Mtg Admin Building	Audit Committee Meeting
<input type="checkbox"/> Brown Act <input checked="" type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	Nov 9, 2023, 9 am SDCRAA Board Meeting Admin Building	Board Meeting
<input type="checkbox"/> Brown Act <input checked="" type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	Nov 13, 2023, 10 am SDCRAA Audit Comm Mtg Admin Building	Audit Committee Meeting
<input type="checkbox"/> Brown Act <input checked="" type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	Dec 7, 2023, 9 am SDCRAA Board Meeting Admin Building	Board Meeting
<input type="checkbox"/> Brown Act <input checked="" type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	Jan 11, 2024, 9 am SDCRAA Board Meeting Admin Building	Board Meeting
<input type="checkbox"/> Brown Act <input checked="" type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	Feb 1, 2024, 9 am SDCRAA Board Meeting Admin Building	Board Meeting
<input type="checkbox"/> Brown Act <input checked="" type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	Feb 5, 2024, 10 am SDCRAA Audit Comm Mtg Admin Building	Audit Committee Meeting
<input type="checkbox"/> Brown Act <input checked="" type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	March 7, 2024, 9 am SDCRAA Board Meeting Admin Building	Board Meeting

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

Signature: Esther C. Sanchez

**BOARD MEMBER EVENT/MEETING/TRAINING REPORT SUMMARY**

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<b>Period Covered:</b> January 19, 2024 through May 17, 2024		
<b>Board Member Name:</b> Esther C. Sanchez		
<b>Date:</b> June 11, 2024		
Type of Meeting	Date/Time/Location of Event/Meeting/Training	Summary and Description of the Event/Meeting/Training
<input type="checkbox"/> Brown Act <input checked="" type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	Jan 19, 2024 SANDAG Transportation Committee @ SANDAG	SANDAG Transportation Committee Meeting representing SDCRAA
<input type="checkbox"/> Brown Act <input checked="" type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	Feb 16, 2024 SANDAG Transportation Committee @ SANDAG	SANDAG Transportation Committee Meeting representing SDCRAA
<input type="checkbox"/> Brown Act <input checked="" type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	March 15, 2024 SANDAG Transportation Committee SANDAG	SANDAG Transportation Committee Meeting representing SDCRAA
<input type="checkbox"/> Brown Act <input checked="" type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	April 19, 2024 SANDAG Transportation Committee @ SANDAG	SANDAG Transportation Committee Meeting representing SDCRAA
<input type="checkbox"/> Brown Act <input checked="" type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	May 17, 2024 SANDAG Transportation Committee @ SANDAG	SANDAG Transportation Committee Meeting representing SCDRAA
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		

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

Signature: Esther C. Sanchez

**BOARD MEMBER EVENT/MEETING/TRAINING REPORT SUMMARY**

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<b>Period Covered:</b>	March 25, 2024 through June 6, 2024	
<b>Board Member Name:</b>	Esther C. Sanchez	
<b>Date:</b>	June 11, 2024	
Type of Meeting	Date/Time/Location of Event/Meeting/Training	Summary and Description of the Event/Meeting/Training
<input type="checkbox"/> Brown Act <input checked="" type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	March 25, 2024, 9:30 am SDCRAA Audit Comm Mtg Admin Building	Audit Committee Meeting (Special)
<input type="checkbox"/> Brown Act <input checked="" type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	April 4, 2024, 9 am SDCRAA Board Meeting Admin Building	Board Meeting
<input type="checkbox"/> Brown Act <input checked="" type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	April 18, 2024, 9 am SDCRAA CIPOC Meeting Admin Building	CIPOC Meeting
<input type="checkbox"/> Brown Act <input checked="" type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	May 2, 2024, 9 am SDCRAA Board Meeting Admin Building	Board Meeting
<input type="checkbox"/> Brown Act <input checked="" type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	May 6, 2024, 10 am SDCRAA Audit Comm Mtg Admin Building	Audit Committee Meeting
<input type="checkbox"/> Brown Act <input checked="" type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	May 16, 2024, 9 am SDCRAA Budget Workshop Admin Building	Budget Workshop
<input type="checkbox"/> Brown Act <input checked="" type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	June 6, 2024, 9 am SDCRAA Board Meeting Admin Building	Board Meeting
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		

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

Signature: Esther C. Sanchez

**BOARD MEMBER EVENT/MEETING/TRAINING REPORT SUMMARY**

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<b>Period Covered:</b> June 2024		
<b>Board Member Name:</b> Steve Vaus		
<b>Date:</b> 6/25/24		
<b>Type of Meeting</b>	<b>Date/Time/Location of Event/Meeting/Training</b>	<b>Summary and Description of the Event/Meeting/Training</b>
<input checked="" type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	6/3/24: SDCRAA HQ	Special Board Meeting
<input checked="" type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	6/6/24: SDCRAA HQ	Board/ALUC Meeting
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074		

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

Signature:  \_\_\_\_\_

**BOARD MEMBER EVENT/MEETING/TRAINING REPORT SUMMARY**

**Directions:** This Form permits Board Members to report their attendance at meetings, events, and training that qualifies for “day of service” compensation pursuant to Cal. Pub. Util. Code §170017, Board Policy 1.10 and Board Resolution 2019-0074 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 Board Services, Authority Clerk Staff.

<b>Period Covered:</b> 6/01/2024 - 6/30/2024	
<b>Board Member Name:</b> Marni von Wilpert	
<b>Date:</b> 6/26/24	
<b>Type of Meeting</b>	<b>Date/Time/Location of Event/Meeting/Training</b>
<input checked="" type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	June 6, 2024 : 9:00 am - 12:00 pm  San Diego County Regional Airport Authority Administrative Offices at 2417 McCain Road, San Diego, CA 92101
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	
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<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	
<input type="checkbox"/> Brown Act <input type="checkbox"/> Pre-approved <input type="checkbox"/> Res. 2019-0074	

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

Signature: *Marni von Wilpert*

## Staff Report

**Meeting Date:** July 11, 2024

**Subject:**

**Awarded Contracts Approved Change orders from May 13, 2024, through June 9, 2024, and Real Property Agreements Granted and Accepted from May 13, 2024, through June 9, 2024**

**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 agreement is identified for consideration on Attachment B.



## Authority Strategies/Focus Areas:

This item supports one or more of the following (*select at least one under each area*):

### Strategies

- Community Strategy    Customer Strategy    Employee Strategy    Financial Strategy    Operations Strategy

### Focus Areas

- Advance the Airport Development Plan    Transform the Customer Journey    Optimize Ongoing Business

### 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.
- C. NEPA: This Board action is not a project that involves additional approvals or actions by the Federal Aviation Administration ("FAA") and, therefore, no formal review under the National Environmental Policy Act ("NEPA") is required.

### Application of Inclusionary Policies:

Inclusionary Policy requirements were included during the solicitation process prior to the contract award.

### Prepared by:

Jana Vargas  
Director, Procurement

**Attachment "A"**

**AWARDED CONTRACTS AND CHANGE ORDERS SIGNED BETWEEN May 13, 2024 THROUGH June 9, 2024**

**New Contracts**

<b>Date Signed</b>	<b>CIP #</b>	<b>Company</b>	<b>Description</b>	<b>Solicitation Method</b>	<b>Owner</b>	<b>Contract Value</b>	<b>End Date</b>
5/13/2024		Amplified Digital Agency	The Contractor will provide advertising for New T1 advertising campaign for the San Diego County Regional Airport Authority.	Informal RFP	Marketing, Arts, & Air Service Development	\$47,270.95	12/31/2024
5/13/2024		iHeart Media	The Contractor will provide advertising for New T1 advertising campaign for the San Diego County Regional Airport Authority.	Informal RFP	Marketing, Arts, & Air Service Development	\$41,475.00	12/31/2024
5/13/2024		KPBS	The Contractor will provide advertising for New T1 advertising campaign for the San Diego County Regional Airport Authority.	Informal RFP	Marketing, Arts, & Air Service Development	\$25,253.50	12/31/2024
5/13/2024		Local Media	The Contractor will provide advertising for New T1 advertising campaign for the San Diego County Regional Airport Authority.	Informal RFP	Marketing, Arts, & Air Service Development	\$31,000.00	12/31/2024
5/13/2024		Simplifi Holdings LLC	The Contractor will provide advertising for New T1 advertising campaign for the San Diego County Regional Airport Authority.	Informal RFP	Marketing, Arts, & Air Service Development	\$40,000.00	12/31/2024
5/16/2024		Executive Speakers Bureau	The Contractor will provide a virtual accountability speaker series for the San Diego County Regional Airport Authority.	Informal RFP	Human Resources	\$25,000.00	3/31/2025
5/22/2024		Parento, Inc. & Parento Agency LLC	The contract was competitively bid by the Authority's Broker of Record, after the completion of a Parental Family Leave Market Study. The Contractor will provide Administrative & Support Services for Employees that are new parents for the San Diego County Regional Airport Authority.	Single Source	Human Resources	\$300,000.00	5/16/2024
5/23/2024		Predictive Index	The Contractor will provide behavioral / personality assessment software solution for the San Diego County Regional Airport Authority.	Informal RFP	Human Resources	\$46,309.60	4/23/2026
5/23/2024		Clear Channel Advertising dba Clear Channel Outdoor	The Contractor is the in-terminal agency responsible for selling advertising at San Diego International Airport. The Contractor will provide advertising services for the marketing concessions program advertising campaigns.	Sole Source	Marketing, Arts, & Air Service Development	\$80,276.73	4/30/2025
5/23/2024		Carahsoft Technology Corp.	The Contractor will provide Cloud Solutions LinkedIn Recruiter Seats and Job Slots for the San Diego County Regional Airport Authority.	Consortium RFP	Human Resources	\$16,681.50	9/15/2026
5/28/2024		Creative Print Solutions	The Contractor will provide promotional items for the San Diego County Regional Airport Authority.	Quote	Marketing, Arts, & Air Service Development	\$5,038.36	6/18/2024
5/28/2024		Trick Tools	The Contractor will provide a Welding Table and Fixuring Kit for the San Diego County Regional Airport Authority.	Quote	Facilities Management	\$8,958.00	5/28/2024

**Attachment "A"**

**AWARDED CONTRACTS AND CHANGE ORDERS SIGNED BETWEEN May 13, 2024 THROUGH June 9, 2024**

**New Contracts**

<b>Date Signed</b>	<b>CIP #</b>	<b>Company</b>	<b>Description</b>	<b>Solicitation Method</b>	<b>Owner</b>	<b>Contract Value</b>	<b>End Date</b>
5/29/2024		Tel Tech Plus Inc.	The Contractor will provide shared tenant services for the San Diego County Regional Airport Authority.	RFP	Information & Technology Services	\$50,000.01	6/1/2027
6/3/2024		OmniData Services Group LLC	The Contractor will provide provide printheads for the San Diego County Regional Airport Authority.	Quote	Marketing, Arts, & Air Service Development	\$5,200.00	6/28/2024
6/3/2024		Bidtellect LLC	The Contractor will provide digital, social, and native display advertising for the new T1 campaign for the San diego County Regional Airport Authority.	Informal RFP	Marketing, Arts, & Air Service Development	\$20,000.00	6/24/2024
6/3/2024		Bidtellect LLC	The Contractor will provide digital, social, and native display advertising for the new T1 campaign for the San diego County Regional Airport Authority.	Informal RFP	Marketing, Arts, & Air Service Development	\$40,000.00	12/31/2024
6/3/2024		Raymond Handling Solutions, Inc.	The Contractor is the only authorized service provider in Southern California certified to provide maintenance on existing Kardex Remstar electronic filing systems at San Diego County Regional Airport Authority.	Sole Source	Aviation Security & Public Safety	\$32,400.00	3/412/2024
6/3/2024		RTS Solutionz, Inc.	The Contractor will provide audio visual system maintenance and repair services for the San Diego County Regional Airport Authority.	Informal RFP	Board Services	\$49,999.00	5/7/2024

**Attachment "A"**

**AWARDED CONTRACTS AND CHANGE ORDERS SIGNED BETWEEN May 13, 2024 THROUGH June 9, 2024**

**New Contracts Approved by the Board**

<b>Date Signed</b>	<b>CIP #</b>	<b>Company</b>	<b>Description</b>	<b>Solicitation Method</b>	<b>Owner</b>	<b>Contract Value</b>	<b>End Date</b>
6/4/2024		Arora Engineers LLC	The Agreement was approved by the Board at the January 11, 2024 Board Meeting. The contract value reflects the total not-to-exceed cost for the entire pool of contractors. The Contractor is one (1) of two (2) contractors who will provide on-call geographic information systems ("GIS") engineering support services for the San Diego County Regional Airport Authority.	RFQ	Airport Design & Construction	\$600,000.00	5/19/2027
6/4/2024		AtkinsRealis USA Inc.	The Agreement was approved by the Board at the January 11, 2024 Board Meeting. The contract value reflects the total not-to-exceed cost for the entire pool of contractors. The Contractor is one (1) of two (2) contractors who will provide on-call geographic information systems ("GIS") engineering support services for the San Diego County Regional Airport Authority.	RFQ	Airport Design & Construction	\$600,000.00	5/19/2027
6/5/2024	381304	S&L Specialty Construction	The Agreement was approved by the Board at the March 7, 2024 Board Meeting. The Contractor will provide sound attenuation treatments to residences surrounding the San Diego International Airport.	RFB	QHP & Noise Mitigation	\$1,146,400.00	3/29/2025

**Attachment "A"**

**AWARDED CONTRACTS AND CHANGE ORDERS SIGNED BETWEEN May 13, 2024 THROUGH June 9, 2024**

**Amendments and Change Orders**

<b>Date Signed</b>	<b>CIP #</b>	<b>Company</b>	<b>Description of Change</b>	<b>Owner</b>	<b>Previous Contract Amount</b>	<b>Change Order Value ( + / - )</b>	<b>Change Order Value ( % ) ( + / - )</b>	<b>New Contract Value</b>	<b>New End Date</b>
5/28/2024		P2S LLP	The First Amendment is to reflect the name change of the Contractor. The Contractor provides on-call engineering consulting services for central utility plant optimization for the San Diego County Regional Airport Authority.	Facilities Management	\$3,500,000.00	\$0.00	0.0%	\$3,500,000.00	6/29/2025
5/31/2024		LNRS Data Services	This Second Amendment extends the term by ninety (90) days and increases the total amount payable. The Contractor provides web-based aviation industry data services for the San Diego County Regional Airport Authority.	Marketing, Arts, & Air Service Development	\$215,000.00	\$10,750.00	5.0%	\$225,750.00	8/29/2024
6/7/2024		SCA of CA, LLC	The First Amendment adds three (3) parking lot locations. No additional monies are required. The Contractor provides street sweeping services at the San Diego International Airport.	Facilities Management	\$400,000.00	\$0.00	0.0%	\$400,000.00	9/30/2026

**Attachment "A"**

**AWARDED CONTRACTS AND CHANGE ORDERS SIGNED BETWEEN May 13, 2024 THROUGH June 9, 2024**

**Amendments and Change Orders Approved by the Board**

<b>Date Signed</b>	<b>CIP #</b>	<b>Company</b>	<b>Description of Change</b>	<b>Owner</b>	<b>Previous Contract Amount</b>	<b>Change Order Value (+ / -)</b>	<b>Change Order Value ( % ) (+ / -)</b>	<b>New Contract Value</b>	<b>New End Date</b>
5/21/2024		City of San Diego (EMTP)	This First Amendment was approved by the Board at the September 7, 2023 Board Meeting. The Amendment increases the total amount payable. The Contractor provides emergency medical technician - paramedic services at the San Diego International Airport.	Aviation Security & Public Safety	\$6,300,000.00	\$1,000,000.00	15.90%	\$7,300,000.00	6/30/2024

## Attachment "B"

## REAL PROPERTY AGREEMENTS EXECUTED FROM MAY 13, 2024 THROUGH JUNE 9, 2024

## Real Property Agreements (Per Board Policy 6.01)

Effective Date	Authority Doc. #	Tenant/Company	Agreement Type	Property Location	Use	Property Area (s.f)	Consideration	Comments
4/15/24-10/31/24	13968	Hertz-Avis-Enterprise	TUP	Liberator Way - Harbor Island	Truck Staging Area	7,800 SF	No consideration.	Tenant Number: 24797

## Real Property Agreement Amendments and Assignments (Per Board Policy 6.01)

Effective Date	Authority Doc. #	Tenant/Company	Agreement Type	Property Location	Use	Property Area (s.f)	Consideration	Comments
11/1/2023	13477	Avis Rent A Car	Holdover	Sheraton Red Lot, Harbor Island (Red Lot)	Vehicle parking	60,958 SF	\$10,475.64/month payable to Authority	The Authority sublease this site to Avis.
6/1/2024	13478	Avis Rent A Car	Holdover	Harbor Island (Yellow Lot)	Vehicle parking for ADC guests, contractors and employees.	54,160 SF	\$10,475.64/month payable to Avis	Avis subleases this site to the Authority.
7/1/2024	11325	Ready Credit Corp	Holdover	Multiple Kiosk locations- T1, T2, RCC	Convert cash to pre-paid credit card	NA	12% gross receipts	
7/1/2024	11273	Smarte Carte Inc.	Holdover	Multiple sites- T1, T2, RCC	Luggage carts	NA	17% gross receipts	
7/1/2024	11315	Tricopian LLC dba Fuel Rod	Holdover	Multiple sites- T1, T2, RCC	Battery powered charging devices	NA	13% gross receipts	
7/1/2024	11382	Certified Folder Display Service, Inc.	Holdover	Multiple sites- T1, T2, RCC	Operate a brochure rack advertising concession	NA	25% gross receipts	

## Staff Report

**Meeting Date:** July 11, 2024

**Subject:**

**July 2024 Legislative Report**

### **Recommendation:**

Adopt Resolution No. 2024-0054, approving the July 2024 Legislative Report.

### **Background/Justification:**

The Authority's Legislative Advocacy Program Policy requires that staff present the Board with monthly reports concerning the status of legislation with potential impact to the Authority. The Authority Board provides direction to staff on legislative issues by adoption of a monthly Legislative Report (Attachment A). The July 2024 Legislative Report updates Board members on legislative activities that have taken place since the previous Board meeting. In directing staff, the Authority Board may take a position on pending or proposed legislation that has been determined to have a potential impact on the Authority's operations and functions.

### **Federal Legislative Action**

In Washington, the Federal Aviation Administration (FAA) is beginning the process to implement H.R.3935, the Federal Aviation Administration Reauthorization Act of 2024, now that it has been signed into law by President Biden. The legislation includes provisions related to the transition to new per- and polyfluoroalkyl substance (PFAS)-free firefighting foam at airports and requires the FAA to grant five additional beyond-perimeter slot pairs at Ronald Reagan Washington National Airport (DCA), which is a priority of the Authority. At the time of this report, the proceeding to award the new slots had not yet begun, but is expected to begin shortly. The Authority's legislative team continues to monitor the implementation of new provisions in the FAA reauthorization and for any new funding opportunities available to support the Authority's initiatives and operations.

In Congress, both the House and Senate have commenced the Fiscal Year (FY) 2025 appropriations process. The House has begun to process appropriations bills on the floor, while the House Appropriations Committee continues markups of appropriations bills. The Senate Appropriations Committee has solicited Member requests and is setting topline spending numbers for each appropriations bill.



One item of note is that the House Appropriations Committee passed the FY 2025 Department of Homeland Security Appropriations bill, which restores funding to two important airport security programs that were eliminated in FY 2024: the law enforcement officer (LEO) reimbursement program and the state/local canine team reimbursement program. Further legislative action on various appropriations bills is expected prior to the August recess. Airports, through national trade associations, are advocating for a set of priorities and programmatic recommendations for the FY 2025 appropriations bills.

The Authority's legislative team continues to actively review and analyze bills for potential impacts on the Authority and San Diego International Airport and does not recommend that the Board adopt any new positions on federal legislation at this time.

## **State Legislative Action**

In Sacramento, state lawmakers approved a balanced budget plan that addresses a nearly \$30 billion deficit ahead of the June 15 constitutional deadline. The spending plan is widely considered a placeholder while lawmakers and the Governor negotiate final budget details throughout the summer months.

Attention has turned to the November 2024 statewide ballot, as initiative proponents and lawmakers had until June 27 to qualify (or remove) measures, including proposed school and climate bonds. Following the Summer Recess, the legislature will reconvene on August 5 and adjourn the session on August 31.

SB 1524 (Dodd), which is explained in detail in Attachment A, was introduced in early June and moved rapidly through the legislative process. In order to provide a timely Authority position on this legislation, pursuant to section 5(c) of Authority Policy 1.60, the Board Chair authorized a SUPPORT position for the bill on June 11, 2024. Therefore, the Authority's legislative team recommends that the Board ratify a SUPPORT position on SB 1524 (Dodd).

## **Fiscal Impact:**

Not applicable.

## Authority Strategies/Focus Areas:

This item supports one or more of the following (*select at least one under each area*):

### Strategies

- Community Strategy    Customer Strategy    Employee Strategy    Financial Strategy    Operations Strategy

### Focus Areas

- Advance the Airport Development Plan    Transform the Customer Journey    Optimize Ongoing Business

### 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.
- C. NEPA: This Board action is not a project that involves additional approvals or actions by the Federal Aviation Administration ("FAA") and, therefore, no formal review under the National Environmental Policy Act ("NEPA") is required.

### Application of Inclusionary Policies:

Not applicable.

### Prepared by:

Matt Harris  
Director, Government Relations

RESOLUTION NO. 2024-0054

A RESOLUTION OF THE BOARD OF THE SAN DIEGO  
COUNTY REGIONAL AIRPORT AUTHORITY,  
APPROVING THE JULY 2024 LEGISLATIVE REPORT

**WHEREAS**, the San Diego County Regional Airport Authority (“Authority”) operates San Diego International Airport and 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 provides 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 2024 Legislative Report (“Attachment A”); and

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

**BE IT FURTHER RESOLVED** that the Board finds that this action is not a “development” as defined by the California Coastal Act (California Public Resources Code §30106); and

**BE IT FURTHER RESOLVED** that the Board finds that this action is not a project that involves additional approvals or actions by the Federal Aviation Administration (“FAA”) and, therefore, no formal review under the National Environmental Policy Act (“NEPA”) is required.

**PASSED, ADOPTED, AND APPROVED** by the Board of the San Diego County Regional Airport Authority at a regular meeting this 11<sup>th</sup> day of July 2024, by the following vote:

**AYES:** Board Members:

**NOES:** Board Members:

**ABSENT:** Board Members:

**ATTEST:**

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SHAWNA MORALES  
ASSISTANT AUTHORITY CLERK II

**APPROVED AS TO FORM:**

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AMY GONZALEZ  
GENERAL COUNSEL

**July 2024 Legislative Report**

**State Legislation**

**New Assembly Bills**

None

\*Shaded text represents new or updated legislative information

## **Assembly Bills from Previous Report**

AB 817 (Pacheco) Open meetings: teleconferencing: subsidiary body

### **Background/Summary**

Current law authorizes state advisory boards, commissions, committees, and subcommittees or similar multimember advisory bodies to hold a meeting by teleconference without posting participants' physical location until January 1, 2026 [SB 544 (Laird) Stats. 2023, Chapter 216]. AB 817 would provide a narrow exemption under the Ralph M. Brown Act for non-decision-making legislative bodies currently governed by the Ralph M. Brown Act, such as advisory bodies and commissions, to participate in two-way virtual teleconferencing without posting the physical location of members. This would align equal access to civic participation with State advisory bodies.

### **Anticipated Impact/Discussion**

AB 817 aligns with the Authority Board's adopted Culture Statement which highlights the importance of diversity within the organization. AB 817 aims to increase both civic engagement and diversity on boards and commissions by removing the in-person requirements for participation. While this measure would not be applicable to the full Authority Board (a decision-making body), AB 817 would apply to the non-decision-making bodies of the Authority Board including its committees, as well as the Authority's advisory committees, including the Airport Noise Advisory Committee (ANAC), which has seen declining engagement and attendance since post COVID-19 restrictions were lifted.

The California Airports Council (CAC) is a member of the local government support coalition. We intend to work closely with CAC and our local government partners as this measure proceeds through the legislative process.

**Status:** 06/05/2024 – Failed passage in Senate Local Government Committee.  
Reconsideration granted.

**Position:** Support (01/16/2024)

\*Shaded text represents new or updated legislative information

**Legislation/Topic**

AB 2615 (McKinnor): Alcoholic beverages: on-sale privileges: airport terminals

**Background/Summary**

AB 2615 would authorize an airport operator to permit or prohibit the sale of alcoholic beverages for off-sale consumption by the holder of an on-sale license located in an airport terminal. The bill would authorize the on-sale licensee to sell alcoholic beverages for off-sale consumption in the airport terminal subject to specified requirements, including that the license permits on-sale consumption of the type of alcohol being sold for off-sale consumption. Additionally, the measure would require the licensee to notify the Department of Alcoholic Beverage Control (DABC) before selling any alcoholic beverages for off-sale consumption in the airport terminal. This bill would also authorize DABC to impose conditions on a licensee selling alcoholic beverages under these provisions.

**Anticipated Impact/Discussion**

This bill would provide the Airport Authority with flexibility to place health and safety restrictions on the off-sale consumption of alcoholic beverages within the airport terminal, including, but not limited to, defining the areas of the terminal within which off-sale consumption is permitted and requiring alcoholic beverages sold for off-sale consumption to be in closed or open containers. Authority staff have contributed to the development of the bill's text and the Authority's legislative team will work with the California Airports Council (CAC) to closely monitor the development of this bill language as it proceeds through the legislative process. This bill is a reintroduction of AB 929 (McKinnor) which failed to meet policy committee deadline for two-year bills, the bill language remains the same.

**Status:** 05/16/2024 – Held under submission in Assembly Appropriations Committee

**Position:** Support (03/07/2024)

\*Shaded text represents new or updated legislative information

## **Legislation/Topic**

AB 3040 (Boerner): Liability policies: lawsuits

## **Background/Summary**

This bill proposes changes to the California Insurance Code. It codifies caselaw that specifies that, in addition to a lawsuit filed in a court of law, a “suit” or “lawsuit” as those terms are used in a liability insurance policy include an order, directive, mandate, requirement, or other regulatory enforcement action or agreement by any federal, state, or local agency with jurisdiction to enforce environmental laws or regulations requiring an insured party to take action with respect to contamination within the state. The bill would ensure this definition does not apply if its application is contrary to the intent of the parties to the policy.

## **Anticipated Impact/Discussion**

This bill has the potential to expedite investigation and remediation of environmental contamination in an around the State, including San Diego Bay. The bill makes it easier for entities, like the Airport Authority, to access insurance coverage for an environmental liability before being triggered by litigation. California’s environmental and water quality regulatory agencies can and do provide regulatory orders and other directives requiring the investigation of contamination, development of plans for cleaning it up, and remediation – often involving administrative proceedings that are analogous to litigation in federal and state court. This provides a pathway to initiate insurance coverage to eliminate expensive wait times and initiate insurance coverage. Ensuring the maximum available funding for the prompt investigation and remediation of contaminated sites in California is a matter of environmental justice, as well as expediting legal processes that needlessly prolong resolution.

**Status:** 04/24/2024 – Failed to meet fiscal policy committee deadline

**Position:** Support (04/04/2024)

\*Shaded text represents new or updated legislative information



## **New Senate Bills**

### **Legislation/Topic**

SB 1524 (Dodd): Consumers Legal Remedies Act: advertisements: restaurant, bar, food service provider, or banquet or catering services

### **Background/Summary**

This bill revises the recently enacted “hidden fee” law (SB 478, Dodd, Ch. 400, Statutes of 2023) which, amongst other things, requires restaurants, including airport concessionaires, to include all mandatory fees and charges in the menu price of an item. In response to concerns from restaurants and their employees regarding the impact this new law will have on charges that benefit employee pay and benefits, SB 1524 clarifies that any mandatory gratuity, service charge, or other fee charged by restaurants must be listed conspicuously on restaurant menus and displays.

### **Anticipated Impact/Discussion**

The upfront disclosure of employee benefit charges is particularly important to airport concessionaires and their employees that have struggled with retention and rising costs since the COVID-19 pandemic. SB 1524 strikes the appropriate balance between consumer transparency and supporting concessionaire employees at the airport.

**Status:** 06/03/2024 – Set for hearing in both Assembly Judiciary and Assembly Privacy and Consumer Protection Committees on June 18

**Position:** Support (06/13/2024)

\*Shaded text represents new or updated legislative information

## **Senate Bills from Previous Report**

SB 1372 (Newman): Airports: third-party vendors: security lanes

### **Background/Summary**

This bill proposes to prohibit public airports in California from entering into agreements with private third-party party vendors to provide expedited security screening that uses existing security lanes unless an agreement existed at the airport before January 1, 2025, or the third-party vendor obtains dedicated Transportation Security Administration (TSA) security lanes. This bill is intended to prevent the expansion of CLEAR Secure, Inc., a biometric identity verification company that provides passengers an expedited security screening.

### **Anticipated Impact/Discussion**

SB 1372 has the potential to prevent airports, without existing contracts with CLEAR, from entering into agreements with the company after January 1, 2025. Currently, CLEAR does not operate at John Wayne International Airport, Hollywood/Burbank Airport, Fresno International Airport, and Santa Barbara Municipal Airport. The bill may cause airports to lose revenues needed to support operations, terminal expansions, and may create cost pressures on other concessionaires and airlines.

This bill was amended in the Senate Transportation Committee to narrow its originally broad prohibition on CLEAR from all airports to now only apply to airports that do not already have a contract with CLEAR as of January 1, 2025. The Airport Authority currently has an agreement with CLEAR.

The prohibition to extend to new airports remains in place until dedicated TSA lanes and lines are provided to CLEAR, which requires additional federal funding. Following these amendments, CLEAR removed their opposition to the measure.

**Status:** 06/03/2024 – Set for hearing in Assembly Transportation on July 1

**Position:** Watch (05/23/2024)

\*Shaded text represents new or updated legislative information

**Federal Legislation**

**New House Bills**

None

\*Shaded text represents new or updated legislative information

## **House Bills from Previous Report**

### **Legislation/Topic**

H.R. 458 (Cohen): The Transportation Security Administration (TSA) Second Screening Act

### **Background/Summary**

The bill would require the Transportation Security Administration (TSA) to offer passengers a second screening using advanced imaging technology instead of a mandatory physical pat-down. It aims to limit physical interaction between agents and passengers to protect their privacy and screening preferences. It will additionally increase health and safety from diseases like COVID-19.

### **Anticipated Impact/Discussion**

The San Diego International Airport prioritizes safety concerns and the privacy of their passengers. An option for additional screening instead of a pat-down would help passengers feel safer and prevent the spread of communicable diseases. It would also prevent passengers who may feel uncomfortable with being touched from undergoing an unnecessary physical search. However, security wait times could also be affected by the increased screenings.

**Status:** 02/08/2023 – Referred to the Subcommittee on Transportation and Maritime Security

**Position:** Watch (04/06/2023)

\*Shaded text represents new or updated legislative information

**New Senate Bills**

None

\*Shaded text represents new or updated legislative information

## **Senate Bills from Previous Report**

### **Legislation/Topic**

S.66 (Klobuchar): NOTAM Improvement Act

### **Background/Summary**

The bill would require the Federal Aviation Administration (FAA) to establish a task force to strengthen the resiliency and cybersecurity of the Notice to Air Missions (NOTAM) system. The task force would include representatives from air carriers, airports, airline pilots, aircraft dispatchers, and FAA personnel unions, as well as aviation safety and cybersecurity experts. It is the companion legislation to H.R. 346 which was introduced by Rep. Stauber.

### **Anticipated Impact/Discussion**

San Diego International Airport relies on the NOTAM system to receive updates about situations relating to weather, infrastructure, ground conditions or anything else that may affect the safety of flight. Modernizing NOTAM would ensure safer flight routes and help prevent mass system shutdowns or collisions. The task force would additionally assist with improving government oversight and cybersecurity.

**Status:** 12/13/2023 – Placed on Senate Legislative Calendar under General Orders

**Position:** Watch (04/06/2023)

\*Shaded text represents new or updated legislative information

**Legislation/Topic**

S.1033 (Schatz): Natural Hazard Resilience for Airports Act

**Background/Summary**

This bill would ensure that airport projects pertaining to emergency preparedness and natural disasters will be able to receive financing from the Federal Aviation Administration's Airport Improvement Program (AIP). The legislation intends to help airports recover rapidly from storm damage by allowing them to use current Airport Improvement Program funds to prepare for and rebuild after severe weather events.

**Anticipated Impact/Discussion**

The San Diego International Airport is situated in a region susceptible to severe weather events and would benefit from the expansion of eligible uses of AIP funding. Ensuring that projects related to emergency preparedness and natural disasters would become eligible for AIP funding will benefit the Airport should SAN undertake additional projects to mitigate impacts and harm from severe weather and natural disasters.

**Status:** 03/29/2023 – Read twice and referred to the Commerce, Science, and Transportation Committee

**Position:** Support (05/04/2023)

\*Shaded text represents new or updated legislative information

**Legislation/Topic**

S.1055 (Markey) / H.R. 3896 (Cohen): The Airport Infrastructure Resilience Act

**Background/Summary**

The bill would require the Secretary of Transportation to establish a pilot program to provide airports with funds to increase their climate resilience and ensure airports are prepared to respond to climate change, extreme weather events, and natural disasters.

**Anticipated Impact/Discussion**

The San Diego International Airport is situated in a location that could be subject to impacts of climate change, severe weather, and natural disasters. This bill would create funds for resilient aviation systems equipped to respond to climate impacts.

**Status:** 03/29/2023 – Read twice and referred to the Commerce, Science, and Transportation Committee

**Position:** Support (05/04/2023)

\*Shaded text represents new or updated legislative information



**Legislation/Topic**

S.1058 (Reed): the Protection from Abusive Passengers Act

**Background/Summary**

This bill would have the TSA create and manage a program to prevent abusive passengers from flying on commercial aircraft. The passengers added to banned fliers list will consist of people who have been convicted of or have received civil penalties for threatening or physical or sexually assaulting aircraft crew members, Federal airport employees and air carrier employees. The bill would provide TSA with flexibility in determining the length of a ban based on the offense and would enable airlines to share data on passengers added to the banned fliers list. The bill is the companion legislation to H.R.2394 sponsored by Rep. Swalwell.

**Anticipated Impact/Discussion**

The San Diego International Airport would benefit from a nationwide no-fly list to ensure the safety of airport employees and the safety of the airport's environment. If passed, the bill would impact passengers previously convicted or fined for airplane travel incidents and ban them from commercial air travel in the United States.

**Status:** 03/29/2023 – Read twice and referred to the Commerce, Science, and Transportation Committee

**Position:** Support (05/04/2023)

\*Shaded text represents new or updated legislative information

**Legislation/Topic**

S.1154 (Peters): Promoting Women in Aviation Act

**Background/Summary**

This bill would make the Women in Aviation Advisory Board, which was formed in the 2018 FAA Reauthorization bill, a permanent body in the Federal Aviation Administration. In March 2022, the advisory board formed and released a report with recommendations for the FAA, aviation industry, and Congress on how to encourage more women to pursue careers in aviation and remain in the sector but was unable to follow up on the recommendation laid out in the report. Thus, the bill will allow the Board to follow up recommendations.

**Anticipated Impact/Discussion**

The San Diego International Airport supports the efforts to improve recruitment, retention, and advancement of women across the aviation industry. The work of the Women in Aviation Advisory Board to follow up on its recommendations will support and strengthen the aviation workforce and promote the growth of women in the aviation industry.

**Status:** 03/30/2023 – Read twice and referred to the Commerce, Science, and Transportation Committee

**Position:** Support (05/04/2023)

\*Shaded text represents new or updated legislative information

**Legislation/Topic**

S.1433 (Lummis): Airports PFAS Liability Protection Act

**Background/Summary**

This bill would exempt airports from liability under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 for the release of certain per- and polyfluoroalkyl substances (PFAS) substances. The Environmental Protection Agency (EPA) has designated PFAS as hazardous materials and substances under CERCLA, which would open airports, which were required by federal law to use PFAS-contaminated firefighting foam at airports, to CERCLA liability by the EPA or third parties. Thus, the bill will allow airports to have CERCLA liability protection.

**Anticipated Impact/Discussion**

The San Diego International Airport supports efforts of the aviation industry to transition away from the use of fluorine firefighting foam containing PFAS, as regulated under federal law. The designation of PFAS as hazardous materials under CERCLA could subject the airport to liability claims. The legislation would protect the airport from CERCLA liability claims and recognize that the use of PFAS at airports was due to the airport's compliance with federal fire suppression regulations.

**Status:** 05/03/2023 – Read twice and referred to the Environment and Public Works Committee

**Position:** Support (06/01/2023)

\*Shaded text represents new or updated legislative information

## Staff Report

**Meeting Date: July 11, 2024**

**Subject:**

**Amend Authority Policy 3.30 – Business and Travel Expense Reimbursement Policy**

### **Recommendation:**

Staff recommends that the Board adopt Resolution No. 2024-0055, amending Authority Policy 3.30 – Business and Travel Expense Reimbursement Policy.

### **Background/Justification:**

Policy 3.30 – Business and Travel Expense Reimbursement Policy governs reimbursement of Board member and employee expenses incurred while conducting authorized Authority business and travel. As part of the periodic policy review, staff identified the need to update the Policy, which was last updated in January 2019.

Staff conducted a comprehensive review of the Policy to ensure that it continues to support appropriate and necessary business practices. Input and review of the proposed changes were solicited and received from several stakeholder departments, General Counsel, Chief Auditor and the Executive Leadership Team. The collaborative process resulted in the attached proposed amended Policy 3.30 (Attachment A).

Significant changes represented in the proposed amended Policy 3.30 are:

- a. Streamlined travel pre-approval and reimbursement for Board members, President/CEO, General Counsel, and Chief Auditor. Specifically, the approving administrator is the Board Chair or their Executive Committee member designee rather than the Executive Committee;
- b. Changed the use of per diem for meals and incidentals. The current policy applies per diem to all out-of-town travel, whether it includes an overnight stay or not. The new policy will instead apply per diem only when it involves an overnight stay. Authorized expenses incurred during out-of-town travel that does not include an overnight stay will be reimbursed through submission of receipts from actual expenses incurred;

- c. Removed procedural items from the Policy to be included in the Procedures Document. The Procedures Document provides more specific details regarding application and administration of the policy. It includes such things as details on how to request pre-approval for travel, how to submit reimbursement requests, supporting documentation requirements, etc.;
- d. Expanded the Defined Terms by adding Directly Related, Incidental Expenses, Necessary Expenses, Overnight Travel, Per Diem, Procedures, and Travelers; and
- e. Improved organization and readability, for example, referring to “Travelers”, rather than “Board members or employees” throughout the Policy.

For reference, the current Policy 3.30 – Business and Travel Reimbursement is attached as Exhibit 1.

With the adoption of the proposed amended Policy 3.30, training will be developed and delivered to Board Members and staff. To allow for the smooth transition to the amended policy, staff recommends the Board adopt the proposed amendment to Policy 3.30 with an effective date of August 1, 2024.

### Fiscal Impact:

Funding for business and travel expenses is included in the adopted FY 2025 budget and the FY26 conceptual budget within each department employee development or business development line item.

### Authority Strategies/Focus Areas:

This item supports one or more of the following:

#### Strategies

- Community Strategy    Customer Strategy    Employee Strategy    Financial Strategy    Operations Strategy

#### Focus Areas

- Advance the Airport Development Plan    Transform the Customer Journey    Optimize Ongoing Business

## 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.
- C. NEPA: This Board action is not a project that involves additional approvals or actions by the Federal Aviation Administration ("FAA") and, therefore, no formal review under the National Environmental Policy Act ("NEPA") is required.

## Application of Inclusionary Policies:

Not applicable.

## Prepared by:

Scott Brickner  
Vice President/Chief Financial Officer

# Exhibit 1

## SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

### POLICIES

**ARTICLE 3 - PERSONNEL**  
**PART 3.3 - REIMBURSEMENT**  
**SECTION 3.30 - BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY**

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**PURPOSE:** To establish a policy (“**Policy**”) for the reimbursement of business and travel expenses for the members of the Authority Board (“**Board**”) and employees of the San Diego County Regional Airport Authority (“**Authority**”).

#### **POLICY STATEMENT:**

- (1) **OBJECTIVES.** The objectives of this Policy are to:
- (a) Comply with applicable provisions of section 170017(d) of the San Diego County Regional Airport Authority Act, as amended, which provides that Board members may be paid for actual and necessary Business and Travel Expenses incurred while on official business;
  - (b) Ensure that the Business and Travel Expenses of Board members and employees are reasonable, cost-effective and necessary for the Authority’s business;
  - (c) Identify the conditions under which, and the procedures by which, Board members and employees may be reimbursed for authorized Business and Travel Expenses;
  - (d) Ensure that Board members and employees are reimbursed on a timely basis for all appropriate Business and Travel Expenses that they incur; and
  - (e) Incorporate applicable provisions of Government Code §§53232.2 – 53232.3.

(2) **GENERAL PROVISIONS.**

- (a) Board members and employees may be reimbursed for actual, necessary, and reasonable Business and Travel Expenses incurred in connection with a meeting on matters directly affecting the interests of the Authority when such meeting is with a member of the legislative, executive or judicial branch of the federal government, state government or local public agency; or is with an official of a business entity with whom the Authority currently has or has significant potential to be in a contractual relationship; or is demonstrably and directly related to the business of the Authority or operations of the San Diego International Airport. Necessary expenses are those that are helpful and appropriate for the advancement of the business interests of the Authority. The reasonableness of a particular expense shall be determined by considering all facts and circumstances associated with the expense and the potential benefit to the Authority. Directly related is defined as a Board member or employee actively engaged, during a business or travel activity, in discussions, meetings, negotiations or other business transactions with business associate(s) for the benefit of the Authority.
- (b) Board members attending meetings at the expense of the Authority shall provide a brief oral or written report at the next regularly scheduled meeting of the Board.
- (c) Reimbursement of Board members, the President/CEO, the General Counsel and/or the Chief Auditor for any expense that does not fall within this Policy shall require the approval of the Board Executive Committee at a regularly scheduled meeting. Reimbursement of other employees for any expense that does not fall within this Policy shall require the approval of the President/CEO.
- (d) Authority Board members or employees who are uncertain whether a proposed expenditure is reimbursable in accordance with this Policy may request, within a reasonable time prior to the incurrence of such expenditure, pre-approval of such expenditure with the appropriate Administrator.
- (e) Expenses specifically excluded from this Policy are: political contributions, specifically expenses incurred for the purpose of supporting or opposing or raising money to support or oppose any candidate, ballot measure, or political party; gifts to Board members and/or employees; expenses incurred with any club or organization that discriminates on the basis of race, gender, religion, sexual orientation or other legally protected criteria in its membership policy.
- (f) All reimbursement requests shall be in U.S. dollars, with sufficient supporting documentation for any corresponding currency conversion rates for expenses incurred in currencies other than U.S. dollars.



- (g) As used in this Policy, the following terms shall have the meanings indicated:
- (i) “**Administrator**” means person or entity with authority to approve travel and business expense reimbursement as set forth in this Policy
  - (ii) “**Business and Travel Expenses**” means direct, out-of-pocket expenses incurred by a Board member or employee while conducting Authority business, and as further described in Section 6 of this Policy entitled “Business and Travel Expenses”;
  - (iii) “**Domestic Travel**” means travel among the fifty (50) United States;
  - (iv) “**International Travel**” means travel outside the fifty (50) United States;
  - (v) “**In-Town**” means a location within San Diego county;
  - (vi) “**Out-of-Town**” means a location outside San Diego county; and
  - (vii) “**Supporting Documentation**” means documents that must be submitted with each reimbursement or travel request as set forth in Section 5 of this Policy entitled “Supporting Documentation.”

(3) **ADMINISTRATOR.** Reimbursement of Business and Travel Expenses requires the designated Administrator to review and approve the reimbursement of Business and Travel Expenses in the manner set forth in this Policy.

- (a) Responsibilities of Administrator. An Administrator, in authorizing a travel request or approving a request for reimbursement of Business and Travel Expenses, is responsible for ensuring that such request meets the requirements of this Policy. In discharging this responsibility, the Administrator shall review the request and supporting documentation to determine whether the request conforms to the standards and specifications in this Policy. Specifically, the Administrator shall:
- (i) Make inquiries as necessary to determine that the travel request or individual expenses are reasonable under the circumstances and directly related and reasonable necessary to the Authority’s business;
  - (ii) Verify that the means of transportation and lodging arrangements conform to the requirements of this Policy;
  - (iii) Determine that the projected costs of the travel are objectively reasonable in comparison to the anticipated benefits to the Authority;
  - (iv) Confirm that each reimbursement request or travel pre-approval request is accompanied by the documentation as set forth in Section 5 of this Policy entitled “Supporting Documentation”;
  - (v) Verify that the documentation for each unusual expense adequately supports the reasonableness and necessity of the expense;

- (vi) Reject those expenses that are not consistent with this Policy;
  - (vii) For those expenses that are approved for reimbursement, provide written certification that the Administrator, based on reasonable inquiry, determines such expenses were reasonable, necessary, directly related to the Authority's business, and the corresponding expenditure is a reimbursable expense under this Policy; and
  - (viii) Not approve the reimbursement of a Business or Travel Expense that directly benefits the Administrator.
- (b) Designation of Administrator. As used in this Policy, the appropriate Administrator shall be designated in accordance with the following:
- (i) Board Members, President/CEO, General Counsel, and Chief Auditor.
    - (A) For Pre-Approval of Travel Requests:
      - (I) The Board Executive Committee will act as the Administrator; or
      - (II) Where time demands require that travel commence or travel arrangements be made prior to the next meeting of the Board Executive Committee, the Chair of the Board, or in the event the Chair is not available, the Chair's designee from the Board Executive Committee, will act as the Administrator.
    - (B) For Approval of Business and Travel Expense Reimbursement Requests:
      - (I) The Board Executive Committee will act as the Administrator; or
      - (II) Where delayed reimbursement would cause financial hardship and more timely reimbursement is requested, the Chair of the Board, or in the Chair's absence, the Chair's designee from the Board Executive Committee, will act as the Administrator.
    - (C) The Board Executive Committee may pre-approve a set dollar amount of expenses to be used by the President/CEO, General Counsel and Chief Auditor for routine, In-Town business expenses (i.e., parking, meals). All expenses pre-approved pursuant to this provision shall be documented and presented to the Board for information no later than 12 months from the date of the Board's pre-approval.
    - (D) All travel pre-approvals and reimbursement requests approved by the Chair or the Chair's designee shall be subject to approval of the Board Executive Committee at its next meeting.
    - (E) All approved requests will be presented to the Board for its information at its next regular meeting.

- (ii) All Other Authority Employees.
    - (A) The President/CEO shall designate Administrators for approval of employee travel pre-approvals and Business and Travel Expense reimbursement requests.
  - (c) Single Point of Contact. In order to provide for uniform and consistent application of this Policy by Administrators reviewing requests for authorization of travel requests and for reimbursement of Business and Travel Expenses, the President/CEO may appoint a qualified individual to serve as the single point of contact for advising Administrators on the implementation of this Policy.
  - (d) Biennial Training. Each Administrator and employee responsible for booking travel shall receive training regarding his or her duties and responsibilities pursuant to this Policy at least once every two years. Prior to traveling, a Board member or employee shall attend training regarding his or her duties and responsibilities pursuant to this Policy within the previous two years.
- (4) **PROCEDURES TO REQUEST PRE-APPROVAL/REIMBURSEMENT.**
- (a) Board members and employees shall request pre-approval and reimbursement for Business and Travel Expenses by submitting to the respective Administrator the appropriate form(s) together with the required Supporting Documentation described in Section 5 of this Policy.
  - (b) The date by which reimbursement requests for Business and Travel Expenses must be submitted to the appropriate Administrator varies according to the following schedule:
    - (i) In-Town expenses, other than those reimbursed under Section 3(b)(i)(C) of this Policy, shall be submitted no later than the last day of the month following the month in which the expenses are incurred.
    - (ii) Out-of-Town expenses that include only Domestic Travel shall be submitted no later than thirty (30) days after the conclusion of the Out-of-Town travel.
    - (iii) Out-of-Town expenses that include International Travel shall be submitted no later than forty-five (45) days after the conclusion of the Out-of-Town travel.

- (c) Reimbursement requests for Business and Travel Expenses that include participants other than the Board member or employee requesting reimbursement shall itemize (1) the Business or Travel Expense, (2) the name, title and Authority affiliation of the business associate(s) who participated in the meal or entertainment activity, and (3) a description of the business-related purpose of the Business or Travel Expense. If a Board member or employee requests reimbursement for an expense that includes business associate(s) who are not directly related to the transaction of the Authority's business, then expenses relating to these individuals shall be excluded from the reimbursement request.
- (d) When meals are reimbursable under this policy and more than one employee is on the same reimbursement request, the Administrator of the most senior employee shall approve reimbursement of the meal. If a meal reimbursement request includes a Board member, the expense shall be approved pursuant to Section 3(b)(i) of this Policy.
- (e) The President/CEO shall establish and communicate to all Board members and employees further procedures governing submission, processing, and approval of Business and Travel Expenses.

**(5) SUPPORTING DOCUMENTATION.**

- (a) Each travel pre-approval request must include the following supporting documentation:
  - (i) An explanation of the business purpose of the proposed travel;
  - (ii) The means and class of transportation; and
  - (iii) All expected costs to the Authority associated with the travel.
- (b) Each reimbursement request must include the following supporting documentation:
  - (i) An explanation of the business purpose of the expenditures, including, without limitation, the type of expenditure and the reason why such expenditure directly relates to Authority business;
  - (ii) A detailed list of individual expenses. All expenses must be itemized (no groupings of expenses). For example, if a Board member or employee pays for a meal of an Authority customer or business associate, then the name and business affiliation of the customer or business associate, as well as the purpose for the meeting, must be listed on the reimbursement request;

- (iii) All itemized, detailed receipts. Reimbursement requests will not be processed without a related receipt, unless the Board member or employee submits a written statement of the circumstances explaining why the receipt is not submitted. Excluded from this requirement are the payments of meals and incidental expenses covered by Per Diem, and where receipts are generally not available or required; and
    - (iv) For expenses incurred outside of the United States, a currency conversion rate explanation.
  - (c) Reimbursement requests that have not been properly prepared, authorized or include Supporting Documentation shall be returned to the Board member or employee within fourteen (14) days with the reasons given for not processing the request.
  - (d) Lack of itemized receipts or acceptable documentation may result in non-reimbursement or require re-payment to the Authority by the Board member or employee.
- (6) **BUSINESS AND TRAVEL EXPENSES.** This section lists Business and Travel Expenses that are generally reimbursable, and sets forth the requirements and procedures for Board members and employees to obtain reimbursement for such expenses.
  - (a) Meals, Entertainment and Incidental Expenses.
    - (i) Definitions.
      - (A) Meal expenses include the costs of food, beverages, gratuities and taxes.
      - (B) Entertainment expenses include the costs incurred in any activity generally considered to provide socially appropriate entertainment, amusement or recreation, including the entertainment of customers or clients of the Authority at social, athletic and cultural activities or events.
      - (C) Incidental expenses are minor expenses associated with travel such as tips or fees given to porters or hotel/venue staff.

- (ii) Out-of-Town Meals and Incidental Expenses.
  - (A) When traveling on official Authority business, Board members and employees may be reimbursed for meals and incidental expenses at the then per diem rate established that year by the U.S. General Services Administration for destinations within the United States and the U.S. Department of State for international destinations (“Per Diem Rate”). Receipts shall not be required for meals and incidental expenses for which the Per Diem Rate is paid.
  - (B) In special circumstances, Board members and employees may be reimbursed for meals above the Per Diem Rate. For employees other than the President/CEO, General Counsel and Chief Auditor, the Administrator for expenses reimbursed under this paragraph shall be the President/CEO or a Vice President. Receipts shall be required for any meal reimbursed above the Per Diem Rate.
- (iii) In-Town Meals.
  - (A) In-Town meals are reimbursable if the Board member or employee is actively engaged, during the meal, in discussions, meetings, negotiations, or other business transactions with business associate(s) for the purpose of generating revenues for the Authority or another specific business benefit such as the enhancement of the Authority’s image.
  - (B) In-Town meals solely between Authority employees and/or Board members are generally not reimbursable. Board members and employees will be reimbursed for such business-related meals solely with other Board members and employees only when:
    - (I) For confidentiality reasons, business must be conducted off-premises;
    - (II) Authorization is given by the Administrator for a meal to reward or recognize a group of employees; or
    - (III) When the meal is an integral part of a job-related seminar, conference, convention, meeting or training that occurs during the meal.

(iv) Entertainment Expenses.

(A) Entertainment expenses shall meet one of the following tests:

- (I) The Board member or employee incurring the expense reasonably expects that the Authority will derive income or a business benefit then or at a future time; business is the principal motivation for the incurrence of the expense; and the outlay is used for both the Board member or employee incurring the expense, and the third party from whom the Board member or employee expects the business benefit; or
- (II) The expenditures were incurred in a clear business setting where the party being entertained would reasonably understand that the outlay is for business or for support of future business objectives; or
- (III) The expense is intended to foster positive organizational relationships with civic or governmental organizations consistent with the Authority's mission and objectives. If the Board member or employee incurring the expense is also accompanied by one or more other Board member(s) or Authority employee(s), the Authority also will pay for the expense for the other Authority Board member(s)/employee(s) if the ability to meet one of the foregoing tests will be enhanced by the presence of the other Authority Board member(s)/employee(s).

(v) Alcohol Expenses.

- (A) Alcohol expenses are not reimbursable unless specifically pre-approved by the Board Executive Committee for Board member, President/CEO, General Counsel, and Chief Auditor requests or the President/CEO for all other employee requests.

(vi) Requirements for Reimbursement.

- (A) Expenses for meals, entertainment and gratuities are only reimbursable if the Authority determines that these expenses are (1) actual, (2) reasonable and (3) directly related to the transaction of the Authority's business.

(b) Seminars and Conferences.

(i) Definition.

(A) Seminar and conference expenses include the applicable seminar or conference registration fee and related supplies and books that are required for the seminar or conference.

(ii) Requirements for Reimbursement.

(A) Expenses for seminars and conferences are only reimbursable if such expenses are (1) actual, (2) reasonable and (3) directly related to the transaction of the Authority's business.

(c) Vehicle, Toll, Mileage and Parking Fees.

(i) Definition.

(A) Vehicle, toll, mileage and parking expenses include expenses that are incurred by Board members or employees with the Board member's or employee's personal vehicle as well as parking, mileage and toll expenses associated with authorized use of a personal vehicle.

(B) Vehicle, toll, mileage, and parking expenses also include:

(I) Taxi, Transportation Network Company (TNC) and shuttle fees;

(II) Rental car payments in limited circumstances; and

(III) Parking, toll, and fuel expenses associated with the use of a rental car.

(ii) Requirements for Reimbursement.

(A) Expenses for vehicle use, toll, mileage and parking fees are only reimbursable if they directly relate to Authority business. Board members and employees authorized to operate a privately-owned vehicle on Authority business must possess a valid Driver's License and maintain their vehicles in a safe operating condition. Board members and employees receiving a vehicle allowance from the Authority or any other agency shall not be reimbursed for In-Town use of a privately-owned vehicle. Mileage will be paid at the current rate established by the Internal Revenue Service for that year, or the rate that is established from time to time by the Authority at its discretion.



- (B) If an Administrator determines that a Board member or employee will drive to an Out-of-Town location with his or her personal automobile instead of flying to such location, then such Board member or employee may request reimbursement for vehicle, toll, mileage, and parking expenses in an amount that shall not exceed the airline and ground transportation expenses that would be incurred if flying to such location in accordance with this Policy.
- (C) If a Board member or employee determines to fly or take alternative transportation (e.g., bus or train) to the Out-of-Town location, then the Board member or employee may request reimbursement for an amount that is the lesser of (1) the parking fees to store his or her vehicle in long-term parking during the duration of the Out-of-Town trip, or (2) the cost of the taxi, TNC or shuttle to and from the airport, bus or train station.
- (D) A Board member or employee may only use a rental car while on Out-of-Town business if (1) the need for a car is necessary to transact Authority business, (2) the use of taxi services, TNCs and/or public transportation would not be economical or practicable and (3) the Administrator has approved in advance the rental car usage.
- (E) Board members and employees should choose the least expensive and most efficient type of ground transportation where practical, including the use of taxis, TNC, shuttles, ferries, buses or other public transportation.

(d) Telephone Services.

(i) Definition.

- (A) Telephone expenses include local and long-distance telephone calls made from a landline or mobile phone.

(ii) Requirements for Reimbursement.

- (A) Expenses for telephone calls made from a land line or mobile phone are reimbursable only if such expenses are (1) actual, (2) reasonable, and (3) directly related to the transaction of the Authority's business.

(e) Air Travel.

(i) Definition.

- (A) Air travel expenses include the cost of airline tickets, airline-related fees, and in-flight internet service.

- (ii) Airline Tickets.
  - (A) Board members and employees shall submit a travel request that describes the proposed air travel to the respective Administrator as soon as the travel requirement is known and at least three (3) weeks prior to the anticipated travel departure date. This advance notice period is not required if the Authority provides less than three (3) weeks' notice in requesting that a Board member or employee participate in travel.
  - (B) Board members and employees are encouraged to use the Authority's approved travel agent or system. The Administrator must pre-approve travel arranged not using the Authority's approved travel agent or system.
  - (C) Board members and employees must book coach fares for Domestic Travel. Board members and employees may elect to book business class or its equivalent for International Travel when the scheduled flight time exceeds six (6) hours.
  - (D) Board members and employees who opt to upgrade their airline tickets beyond the standards set forth in this Policy will be responsible for paying any additional expense for such upgrade.
  - (E) In booking air travel, Board members and employees should give preference to airlines with operations at San Diego International Airport.
- (iii) Early and Late Departures.
  - (A) Board Members and employees are permitted to extend business trips to reduce the total travel and airfare costs when pre-approved by the Administrator. Additional lodging and meal expense is allowable, provided that the total does not exceed the airfare cost savings. Documentation that the extension of the business trip does not increase the expense to the Authority must be provided to and approved by the Administrator.
  - (B) Personal side trips Combined with Business Trips are permitted for Board members and employees when approved by the Administrator. Side trips must be taken on the Board member's or employee's own time and at no expense to the Authority. Any additional expense over the least expensive ticketing cost for the business portion of the trip is the responsibility of the Board Member or employee. Documentation that the personal side trip does not increase the expense to the Authority must be provided to and approved by the Administrator.

- (iv) Business Travel from Destinations Other than San Diego.
  - (A) Board members and employees are permitted to depart from a destination other than San Diego for the purpose of business travel if pre-approved by the Administrator.
- (v) Other Air Travel Expenses.
  - (A) Board members and employees, as approved by the Administrator, may be reimbursed for in-flight internet service and reasonable miscellaneous fees charged by airlines such as ticket change fees, baggage fees and charges for aisle or window seats, extra leg room, early check-in, etc.
- (vi) Frequent Flyer Award Programs.
  - (A) The Authority does not reimburse Board members or employees for the value of frequent flyer miles or points that are redeemed to acquire airline tickets or hotel rooms on Authority business. Membership dues in frequent flyer and similar award programs are a personal expense and not reimbursable by the Authority.
- (vii) Requirements for Reimbursement.
  - (A) Air travel expenses to Out-of-Town locations are only reimbursable if the expenses are (1) actual and (2) directly related to the transaction of the Authority's business.
- (f) Means of Travel Other Than Air Carrier or Vehicle.
  - (i) As approved by the Administrator, when traveling by means other than commercial air carrier or vehicle (e.g. passenger train), Board members and employees may be reimbursed for the actual transportation costs.
- (g) Lodging and Associated Expenses.
  - (i) Definition.
    - (A) Lodging and associated expenses may include the cost of the lodging, fitness gym, laundry, dry cleaning, and internet expenses in certain circumstances.

- (ii) Lodging.
  - (A) When traveling on official Authority business, Board Members and employees may be reimbursed for actual lodging expenses. If the lodging is in connection with a conference or organized educational activity, lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available at the time of booking. If the group rate is not available, the Board member or employee shall use comparable lodging.
- (iii) Internet Expenses.
  - (A) Board members and employees may request reimbursement for reasonable internet access expenses at a hotel or other location.
- (iv) Fitness Facility Fees.
  - (A) If the traveler's lodging does not offer a fitness facility, Board members and employees may request reimbursement for reasonable fees for the use of a fitness facility at another location. This does not include spa services or personal trainer services.
- (v) Laundry and Dry Cleaning.
  - (A) Board members and employees may request reimbursement for reasonable laundry and dry cleaning costs that are incurred on or after the fourth consecutive day of an Out-of-Town travel assignment.
- (vi) Requirements for Reimbursement.
  - (A) Expenses for Out-of-Town lodging and associated expenses are only reimbursable if the expenses are (1) actual, (2) directly related to the transaction of the Authority's business, and (3) used available group rates for lodging (if available).
- (h) Travel Advances.
  - (i) Travelers may request an advance of up to 100 percent (100%) of the estimated Business and Travel Expenses expected to be paid by the traveler. Any advance request must be approved by the Administrator and generally shall not be paid to traveler more than seven (7) days prior to the travel.
  - (ii) All Domestic Travel advances must be cleared no later than thirty (30) days after completion of the Domestic Travel.
  - (iii) All International Travel advances must be cleared no later than forty-five (45) days after the completion of the International Travel.

- (iv) Should the Board member or employee owe the Authority for a portion of any unused travel advances, the Board member or employee must pay to the Authority the unused portion by cash or personal check
- (v) Failure to adhere to the requirements for travel advances outlined in this Policy shall result in the suspension of privileges to obtain advances for one (1) year.

**(7) CANCELLATIONS OF PRE-PAID TRAVEL.**

**(a) Cancellations of Pre-paid Authority-Related Travel.**

A Board member or employee who does not attend an event that the Authority has pre-paid at such Board member's or employee's request shall be responsible for any pre-paid costs, unless the Board member's or employee's inability to attend such event is for valid medical reasons, personal emergencies, or reasons attributable to the Authority. Board members and employees who cancel an Out-of-Town trip must return any travel advances no later than five (5) days after the date of such cancellation. If for some reason a Board member or employee is incapacitated, then a reasonable amount of time will be given to return any travel expenses.

**(b) Cancellations or Rescheduling of Pre-paid Personal Travel.**

As approved by the appropriate Administrator, the Authority President/CEO, General Counsel, Chief Auditor and employees may be reimbursed for costs incurred to cancel or reschedule pre-paid personal travel when such cancellation is required due to Authority business.

**(8) SUBSEQUENT AUDIT BY THE AUTHORITY.**

- (a) All Board Member and employee reimbursement requests and corresponding payments are subject to audit. If an audit determines that reimbursements have been inappropriately made, then the Authority may retroactively disallow such reimbursements and the Board member or employee will be required to reimburse the Authority for such amounts.

[Amended by Resolution No. 2019-0003 dated January 3, 2019, effective July 1, 2019.]

[Amended by Resolution No. 2009-0148R dated December 3, 2009.]

[Amended by Resolution No. 2007-0071 dated July 5, 2007.]

[Amended by Resolution No. 2006-0042 dated April 3, 2006.]

[Amended by Resolution No. 2005-0100 dated October 3, 2005.]

[Amended by Resolution No. 03-010 RR dated April 3, 2003.]

[Adopted by Resolution No. 2002-2 dated September 20, 2002.]

RESOLUTION NO. 2024-0055

A RESOLUTION OF THE BOARD OF THE SAN DIEGO  
COUNTY REGIONAL AIRPORT AUTHORITY  
AMENDING AUTHORITY POLICY 3.30 – BUSINESS  
AND TRAVEL EXPENSE REIMBURSEMENT POLICY.

**WHEREAS**, Authority Policy 3.30 – Business and Travel Expense Reimbursement Policy governs reimbursement of Board member and employee business and travel expenses; and

**WHEREAS**, Policy 3.30 was last amended on January 3, 2019; and

**WHEREAS**, staff conducted a comprehensive review of Policy 3.30 to align business and travel expense reimbursement with best practices; and

**WHEREAS**, in order to allow for a smooth transition to the amended Business and Travel Expense Reimbursement Policy, the amendment should be effective August 1, 2024.

**NOW, THEREFORE, BE IT RESOLVED** that the Board hereby amends Authority Policy 3.30 – Business and Travel Expense Reimbursement as set forth in Attachment A, with an effective date of August 1, 2024; and

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

**BE IT FURTHER RESOLVED** that the Board finds that this action is not a “development” as defined by the California Coastal Act (California Public Resources Code §30106); and

**BE IT FURTHER RESOLVED** that the Board finds that this action is not a project that involves additional approvals or actions by the Federal Aviation Administration (“FAA”) and, therefore, no formal review under the National Environmental Policy Act (“NEPA”) is required.

**PASSED, ADOPTED, AND APPROVED** by the Board of the San Diego County Regional Airport Authority at a regular meeting this 11<sup>th</sup> day of July, 2024, by the following vote:

**AYES:** Board Members:

**NOES:** Board Members:

**ABSENT:** Board Members:

**ATTEST:**

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SHAWNA MORALES  
ASSISTANT AUTHORITY CLERK II

**APPROVED AS TO FORM:**

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AMY GONZALEZ  
GENERAL COUNSEL

# Attachment A

## SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

### POLICIES

ARTICLE	3	- PERSONNEL
PART	3.3	- REIMBURSEMENT
SECTION	3.30	- BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY

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**PURPOSE:** To establish a policy (“**Policy**”) for the reimbursement of business and travel expenses for the members of the Authority Board (“**Board**”) and employees of the San Diego County Regional Airport Authority (“**Authority**”).

#### **POLICY STATEMENT:**

##### **1. Objectives**

- a. Comply with applicable provisions of section 170017(d) of the San Diego County Regional Airport Authority Act, as amended, which provides that Board members may be paid for actual and necessary Business and Travel Expenses incurred while on official business;
- b. Ensure that the Business and Travel Expenses of Board members and employees are reasonable, cost-effective and necessary for the Authority’s business;
- c. Identify the conditions under which Board members and employees may be reimbursed for authorized Business and Travel Expenses;
- d. Ensure that Board members and employees are reimbursed on a timely basis for all appropriate Business and Travel Expenses that they incur; and
- e. Incorporate applicable provisions of Government Code §§53232.2 – 53232.3.

##### **2. General Provisions**

- a. Board members and employees may be reimbursed for actual, necessary, and reasonable Business and Travel Expenses incurred in connection with a meeting on matters directly affecting the interests of the Authority when such meeting is with a member of the legislative, executive or judicial branch of the federal government, state government or local public agency; or with an official of a business entity with whom the Authority currently has or has significant potential to be in a contractual relationship; or is demonstrably and directly related to the business of the Authority or operations of the San Diego International Airport. The reasonableness of a particular expense shall be determined by considering all facts and circumstances associated with the expense and the potential benefit to the Authority.
- b. Board members attending meetings at the expense of the Authority shall provide a brief oral or written report at the next regularly scheduled meeting of the Board.



- c. Reimbursement of Board members, the President/CEO, the General Counsel and/or the Chief Auditor for any expense that does not fall within this Policy shall require the approval of the Board Chair or an Executive Committee member designated by the Board Chair. Reimbursement of other employees for any expense that does not fall within this Policy shall require the approval of the President/CEO or their designee.
- d. Authority Board members or employees who are uncertain whether a proposed expenditure is reimbursable in accordance with this Policy may request, within a reasonable time prior to the incurrence of such expenditure, pre-approval of such expenditure with the appropriate Administrator.
- e. Expenses specifically excluded from this Policy are: political contributions, specifically, expenses incurred for the purpose of supporting or opposing or raising money to support or oppose any candidate, ballot measure, or political party; gifts to Board members and/or employees; expenses incurred with any club or organization that discriminates on the basis of race, gender, religion, sexual orientation or other legally protected criteria in its membership policy.
- f. As used in this Policy, the following terms shall have the meanings indicated:
  - i. **“Administrator”** - person or entity with authority to approve travel and business expense reimbursement as set forth in this Policy;
  - ii. **“Business Expenses”** - direct, out-of-pocket expenses that do not include Overnight Travel incurred by a Board member or employee while conducting Authority business, and as further described in Section 5 of this Policy;
  - iii. **“Directly Related”** - being actively engaged, during a business or travel activity, in discussions, meetings, negotiations or other business transactions with business associate(s) for the benefit of the Authority;
  - iv. **“Domestic Travel”** - travel among the 50 United States;
  - v. **“Incidental Expenses”** - minor expenses associated with travel such as tips or fees given to porters or hotel/venue staff;
  - vi. **“International Travel”** - travel outside the 50 United States;
  - vii. **“Necessary Expenses”** - expenditures that are directly related, reasonably needed, helpful and appropriate for the advancement of the business interests of the Authority;
  - viii. **“Overnight Travel”** - travel that requires an overnight stay due to the timing or distance of the event;
  - ix. **“Per Diem”** - a standardized rate of reimbursement that replaces the reimbursement of actual meals and incidental expenses incurred on Overnight Travel;
  - x. **“Procedures”** - a document that outlines the processes to obtain reimbursement and that provides additional clarifying details to this Policy;

- xi. **“Supporting Documentation”** - documents that must be submitted with each reimbursement or travel request as set forth in the Procedures supporting this Policy;
- xii. **“Travel Expenses”** - direct, out-of-pocket expenses incurred in association with travel by a Traveler while conducting Authority business, and as further described in Section 5 of this Policy; and
- xiii. **“Traveler(s)”** - A Board member or employee.

### 3. Administrator

- a. Responsibilities of Administrator. An Administrator, in authorizing a travel request or approving a request for reimbursement of Business and Travel Expenses, is responsible for ensuring that such request meets the requirements of this Policy. Specifically, the Administrator shall:
  - i. Make inquiries as necessary to determine that the expenses are actual, Directly Related, and Necessary Expenses;
  - ii. Verify that the means of transportation and lodging arrangements conform to the requirements of this Policy and the Procedures;
  - iii. Determine that the projected costs of the travel are objectively reasonable in comparison to the anticipated benefits to the Authority;
  - iv. Confirm that each reimbursement request or travel pre-approval request is accompanied by Supporting Documentation as set forth in the Procedures;
  - v. Verify that the Supporting Documentation for each unusual expense adequately supports the reasonableness and necessity of the expense;
  - vi. Reject those expenses that are not consistent with this Policy;
  - vii. Provide written certification for approved expenses that the Administrator, based on reasonable inquiry, determines were reasonable, necessary, directly related to the Authority’s business, and constitute a reimbursable expense under this Policy; and
  - viii. Not approve the reimbursement of any Business Expense or Travel Expense that directly benefits the Administrator.
- b. Designation of Administrator. As used in this Policy, the appropriate Administrator shall be designated as follows:
  - i. Board Members, President/CEO, General Counsel, and Chief Auditor – The Board Chair or an Executive Committee member designated by the Board Chair shall serve as Administrator for approval of travel requests and reimbursement of Business Expenses and Travel Expenses for Board members, the President/CEO, General Counsel, and Chief Auditor.
  - ii. All other Authority employees – The President/CEO shall designate Administrators for approval of travel requests and reimbursement of Business and Travel Expenses for employees.

- c. Single Point of Contact. To provide for uniform and consistent application of this Policy by Administrators reviewing requests for authorization of travel and for reimbursement of Business Expenses and Travel Expenses, the President/CEO may appoint a qualified individual to serve as the single point of contact for advising Administrators on the implementation of this Policy.
- d. Biennial Training. Each Administrator, Traveler, and employee responsible for booking Overnight Travel shall receive training regarding their duties and responsibilities pursuant to this Policy at least once every two years.

#### **4. Requirements for Pre-Approval, Reimbursement, and Travel Advances**

##### **a. Pre-Approval**

- i. Travelers shall request pre-approval for Travel Expenses by submitting to their respective Administrator the appropriate form(s) together with the required Supporting Documentation as described in the Procedures.
- ii. The President/CEO, General Counsel, or Chief Auditor may request pre-approval by their Administrator of a set dollar amount to be used during a specified period of time for Business Expenses.

##### **b. Reimbursement**

- i. Business and Travel Expense reimbursement requests must be submitted to the appropriate Administrator according to the following schedule:
  - 1. Business Expenses shall be submitted no later than the last day of the month following the month in which the expenses are incurred.
  - 2. Travel Expenses that include only Domestic Travel shall be submitted no later than 30 days after the conclusion of the travel.
  - 3. Travel Expenses that include International Travel shall be submitted no later than 45 days after the conclusion of the travel.
  - 4. If pre-approval of a dollar amount for Business Expenses has been granted under Section 4(a)(ii) above, the President/CEO, General Counsel, and Chief Auditor shall provide a report of the expenses to the Board within 90 days after the end of the pre-approved timeframe.

##### **c. Travel Advances**

- i. Travel advances may be requested up to 100% of the estimated Travel Expenses. Any advance must be approved by the Administrator and generally shall not be paid more than seven days prior to the travel.
- ii. Travel advances in excess of the actual Travel Expenses shall be repaid to the Authority within the timeframe detailed in Section 4(b)(i) above.

- iii. Travel advances for canceled trips must be repaid to the Authority within 5 days of the cancellation.

## **5. Business and Travel Expenses**

- a. Meals, Entertainment, and Incidental Expenses Incurred without Overnight Travel
  - i. Meal expenses include the costs of food, beverages, gratuities, and taxes.
    - 1. Meals are reimbursable if the Board member or employee is actively engaged, during the meal, in discussions, meetings, negotiations, or other business transactions with business associate(s) for the purpose of generating revenues for the Authority or another specific business benefit such as the enhancement of the Authority's image.
    - 2. Meals solely between Board members or employees are generally not reimbursable. Board members or employees may be reimbursed for such business-related meals solely with other Board members or employees only when:
      - a. The meal is between the President/CEO and any Board member or employee and is for a business purpose;
      - b. For confidentiality reasons, business must be conducted off-premises;
      - c. Authorization is given by the President/CEO or their designee for a meal to reward or recognize an employee or group of employees; or
      - d. When the meal is an integral part of a job-related seminar, conference, convention, Board, division or department retreat, or similar meeting that occurs during the meal.
    - 3. Notwithstanding any other provisions within this policy the President/CEO may approve expenses related to meals.
  - ii. Reimbursement of alcohol expenses is permitted in limited circumstances. Reimbursement of alcohol expenses to the President/CEO, General Counsel and Chief Auditor must be approved by the Board Chair. Reimbursement of alcohol expenses to all other employees must be approved by the President/CEO.
  - iii. Entertainment expenses include the costs incurred in any activity that is in accordance with FAA grant assurances and generally considered to provide socially appropriate entertainment, amusement or recreation, including the entertainment of customers or clients of the Authority at social, athletic, and cultural activities or events. Entertainment expenses shall meet one of the following tests:
    - 1. The Board member or employee incurring the expense reasonably expects that the Authority will derive income or a business benefit then or at a future time, business is the principal motivation for the

incurrence of the expense, and the outlay is used for both the Board member or employee incurring the expense, and the third party from whom the Board member or employee expects the business benefit;

2. The expenditures were incurred in a clear business setting where the party being entertained would reasonably understand that the outlay is for business or for support of future business objectives;
3. The expense is intended to foster positive organizational relationships with civic or governmental organizations consistent with the Authority's purpose and initiatives; or
4. The entertainment is related to an Authority Board member or employee event and is intended to foster the Authority's culture, teamwork, and camaraderie.

b. Meals, Entertainment, & Incidental Expenses Incurred with Overnight Travel

- i. When meals are not provided as part of a conference or an event, Travelers will be reimbursed for meals and incidental expenses at the per diem rate established that year by the U.S. General Services Administration for Domestic Travels and the U.S. Department of State for International Travel.
- ii. Reimbursement for meal expenses that exceed the per diem rate may be permitted in limited circumstances and must be approved by the Administrator.

c. Personal Vehicle, Toll, Mileage, & Parking Expenses

- i. Necessary Expenses for personal vehicle use, tolls, mileage, and parking fees are reimbursable. Travelers authorized to operate a privately-owned vehicle on Authority business must possess a valid Driver's License and maintain their vehicles in a safe operating condition.
- ii. Mileage will be paid at the rate established by the Internal Revenue Service for that time period, or the rate established by the Authority at its discretion.
  1. Travelers receiving a vehicle allowance from the Authority shall not be reimbursed for mileage for use of a privately-owned vehicle for trips within San Diego County.
- iii. Travelers may use their personal vehicle for travel if approved by their Administrator. Travelers should use the most cost-effective method of transportation.

d. Rental Car, Toll, Fuel, & Parking Expenses

- i. Necessary Expenses for rental car, toll, fuel, and parking fees are reimbursable if:
  1. The use of taxi services, ride share companies, and/or public transportation would not be economical or practicable;
  2. The Administrator has approved the use of the rental car in advance; and

3. The Traveler possesses a valid Driver's License.
- e. Taxi, Ride Share Companies, Shuttle, Rail, and Public Transportation Expenses
    - i. Necessary Expenses for taxi, ride share companies, shuttle, rail and public transportation are reimbursable. Travelers should use the most reasonably cost-effective method of transportation.
  - f. Air Travel Expenses
    - i. Necessary Expenses for air travel are reimbursable. Travelers should use the most reasonably cost-effective method of transportation.
    - ii. Travelers must book coach fares for Domestic Travel and may elect to book business class or its equivalent for International Travel, when the scheduled flight time exceeds 6 hours.
    - iii. In booking air travel, Travelers should give preference to airlines with operations at San Diego International Airport. If circumstances make it impracticable to use San Diego International Airport, Travelers may elect to depart from a different airport if approved by the Administrator.
    - iv. Early and Late Departures
      1. Travelers are permitted to extend business trips to reduce the total trip cost. Additional lodging and per-diem expenses are allowed if the total cost does not exceed the airfare cost savings. Supporting Documentation must provide adequate cost comparisons of airfare cost savings and additional lodging and/or per-diem expenses.
      2. Personal side trips combined with business trips are permitted for Travelers when approved by the Administrator. Side trips must be taken on the Traveler's own time and at no expense to the Authority. Any additional expense over the least expensive ticketing cost for the business portion of the trip is the responsibility of the Traveler.
    - v. Travel To and From the Airport
      1. Travelers are encouraged to use public transportation to and from San Diego International Airport when practicable.
      2. If Travelers are not using public transportation, they should always use the Authority Administration Building parking lot when reasonably feasible.
      3. If circumstances warrant, a Traveler may use other parking lots at San Diego International Airport, if authorized.
      4. If not parking at San Diego International Airport and not using public transportation, the reasonable cost of a taxi, ride share, shuttle, or rail to and from San Diego International Airport is reimbursable.
    - vi. Other Air Travel Expenses
      1. The following Necessary Expenses are reimbursable:

- a. Change fees (including difference in fare);
  - b. Baggage fees;
  - c. Fees for extra leg-room; and
  - d. Early check-in fees.
- 2. Frequent flyer program fees, club lounge access, and flights booked using points/miles are not reimbursable.
- g. Lodging Expenses
  - i. Necessary Expenses for lodging, taxes, required fees, and associated expenses are reimbursable.
  - ii. If the lodging is in connection with a conference or seminar, lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, if available. If the group rate is not available, the Traveler shall use comparable lodging.
  - iii. If the Traveler's lodging does not offer a fitness facility, Travelers may request reimbursement for reasonable fees for the use of a fitness facility at another location. Spa and personal trainer services are not reimbursable.
  - iv. Travelers may request reimbursement for reasonable laundry and dry-cleaning costs incurred on or after the fourth consecutive day of a trip.
  - v. Lodging that is booked using points/miles is not reimbursable.
- h. Seminar and Conference Expenses
  - i. Necessary Expenses for seminar or conference registration fees, related supplies and books required for the seminar or conference are reimbursable.
- i. Telephone, Data, and Internet Expenses
  - i. Actual, Necessary Expenses for telephone calls made from a land line or mobile phone, mobile phone data, and internet fees are reimbursable.

## **6. Cancellations of Prepaid Expenses**

- a. Cancellation of Prepaid Authority Business Expenses and Travel Expenses
  - i. A Board member or employee is responsible for the cost of non-refundable, prepaid expenses if the Board member or employee does not attend the event except for the following reasons:
    - 1. Valid medical reasons;
    - 2. Personal emergencies;
    - 3. Severe weather cancellations; or
    - 4. Reasons attributable to the Authority.

- ii. Non-refundable travel credits resulting from a trip change or cancellation required by the Traveler must only be used for Authority business or repaid to the Authority.
- b. Cancellation or Rescheduling of Prepaid Personal Travel
  - i. A Board member or employee may be reimbursed for costs incurred to cancel or reschedule prepaid personal travel when such cancellation is required due to Authority business, if approved by the President/CEO or their designee.

**7. Subsequent Audit by the Authority**

- a. All Board members and employee reimbursement requests and corresponding payments are subject to audit. If an audit determines that reimbursements have been inappropriately made, the Authority may retroactively disallow such reimbursements and the individual will be required to reimburse the Authority for such amounts.

[Amended by Resolution No. 2019-0003 dated January 3, 2019, effective July 1, 2019.]

[Amended by Resolution No. 2009-0148R dated December 3, 2009.]

[Amended by Resolution No. 2007-0071 dated July 5, 2007.]

[Amended by Resolution No. 2006-0042 dated April 3, 2006.]

[Amended by Resolution No. 2005-0100 dated October 3, 2005.]

[Amended by Resolution No. 03-010 RR dated April 3, 2003.]

[Adopted by Resolution No. 2002-2 dated September 20, 2002.]



## Staff Report

**Meeting Date:** July 11, 2024

**Subject:**

**Deny Application for Leave to Present a Late Claim of Nadia Smalley**

### Recommendation:

Adopt Resolution No. 2024-0056 denying the Application for Leave to present a Late Claim of Nadia Smalley.

### Background/Justification:

On June 13, 2024, Nadia Smalley filed an application for leave to present a late claim ("Attachment A") with the San Diego County Regional Airport Authority ("Authority"). Specifically, Smalley filed an application for leave to present a late claim ("Application") for an incident that took place on August 28, 2020, when she claims she fell while running up a downward moving escalator at the Rental Car Center at San Diego International Airport. Smalley states the following as the reason for failure to present a timely claim: "I Nadia Smalley was medically unavailable to file a timely claim."

The Government Tort Claims Act (the "Act") requires that an action for monetary damages cannot be maintained against a public entity unless a plaintiff has first presented a written claim to the public entity. (Govt. Code §§ 905, 945.4.) For claims involving injury to a person, claims must be presented to the public entity within six months of the accrual of the cause of action. (Govt. Code § 911.2(a).) Failure to present the claim is a bar to the cause of action. In other words, the Act requires the timely presentation of a written claim for money or damages directly to a public entity, and the rejection of that claim, as a condition precedent to a tort action. (Gov't Code §§ 911.2, 945.4; *State of California v. Superior Court* (2004) 32 Cal.4th 1234, 1239.)

If the claim is not timely presented, the claimant may file a written application with the public entity, seeking leave to present the late claim. (Gov. Code § 911.4 (a)) The application must include a copy of the proposed claim and be made within a reasonable time, not to exceed one year after the accrual of the cause of action. (Gov. Code § 911.4(b)) Pursuant to Gov. Code § 946.6, the claimant must further show the failure to present the claim was either (i) due to mistake, inadvertence, surprise, or excusable neglect, (ii) claimant was a minor during all of the time specified in Section 911.2 for the presentation of the claim, (iii) claimant was physically or mentally incapacitated during those six months and by reason of that disability failed to present a claim, or (iv) claimant died before the expiration of those six months. (Gov. Code § 946.6(c).)

Here, Ms. Smalley claims her failure to file a timely claim is due to (iii) her physical or mental incapacity during those six months and by reason of that disability failed to present a claim. Even if Ms. Smalley could overcome the burden of demonstrating physical or mental incapacity during those six months from August 28, 2020, to February 28, 2021, her application was not made within a reasonable time not to exceed one year after the accrual of the cause of action, August 28, 2021, as required by Gov. Code § 911.4(b).

The General Counsel has reviewed the Application filed by Nadia Smalley. It does include the proposed claim but fails to state facts sufficient for relief and exceeds one year after the accrual of the cause of action and the Authority would be prejudiced in its defense of the claim if it were granted. The General Counsel recommends denial.

### Fiscal Impact:

Not applicable.

### Authority Strategies/Focus Areas:

This item supports one or more of the following (*select at least one under each area*):

#### Strategies

- Community Strategy    Customer Strategy    Employee Strategy    Financial Strategy    Operations Strategy

#### Focus Areas

- Advance the Airport Development Plan    Transform the Customer Journey    Optimize Ongoing Business

## 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.
- C. NEPA: This Board action is not a project that involves additional approvals or actions by the Federal Aviation Administration ("FAA") and, therefore, no formal review under the National Environmental Policy Act ("NEPA") is required.

## Application of Inclusionary Policies:

Not applicable.

## Prepared by:

Amy Gonzalez  
General Counsel

Mail body: Leave to present a late claim pursuant to section 911.4 government code

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San Diego County regional Airport authority

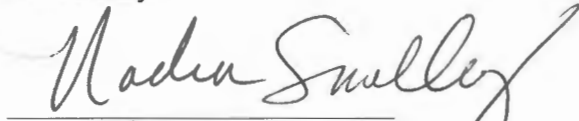
I Nadia Smalley I am applying to the San Diego County regional Airport authority for leave to present the late claim pursuant to section 911.4 to 912.2. inclusive and section 946.6 of the government code

I Nadia Smalley was medically unavailable to file a timely claim. I was unable to present the claim on time to the San Diego County regional airport authority due to medical unavailability I'm requesting a pardon for the lateness.

The lateness of the filing was out of my control, the filing was detained due to medical reasons and physical limitations from the fall and subsequent medical conditions. Im in recovery I still suffer from these medical conditions and I've been placed on disability for the fall at the San Diego county regional airport.

Sincerely

Nadia Smalley


  
Date June, 10, 2024



**NOTICE OF LATE CLAIM**

**DATE:** February 2, 2024

**TO:** Nadia Smalley  
918 Mission Ave #280  
Oceanside, CA 92054

**FROM:** Suzie Johnson   
Claims and Litigation Support Analyst  
San Diego County Regional Airport Authority

**SUBJECT:** Claim Presented by Nadia Smalley

Dear Ms. Smalley:

Please be advised that notice is hereby given that the claim presented by Nadia Smalley to the San Diego County Regional Airport Authority, on or about December 29, 2023 and updated on January 17, 2024, is being returned to you because it was not timely presented. Because this claim was not presented within the time allowed by law, no action was taken.

**WARNING**

You may apply without delay to the San Diego County Regional Airport Authority for leave to present a late claim. See Sections 911.4 to 912.2, inclusive, and Section 946.6 of the Government Code. Under certain circumstances, leave to present a late claim will be granted. See Section 911.6 of the Government Code.

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

via U.S. mail

RE: SMALLEY

February 2, 2024

Page 3 of 3

**PROOF OF SERVICE BY MAIL**

I, Suzie Johnson, declare:

1. That on February 2, 2024, I was over the age of 18 years and not a party to the within action.
2. That I am employed in the County of San Diego by the San Diego County Regional Airport Authority, and my business address is: 2417 McCain Rd, San Diego, California, 92101.
3. That I am readily familiar with the Authority's practice for collection and processing of correspondence for mailing with the United States Postal Service and that the envelope would be deposited with the United States Postal Service on February 2, 2024, in the ordinary course of business.
4. That I served upon Nadia Smalley the NOTICE in this action on February 2, 2024 by placing said document into an envelope, sealing the envelope, and placing the envelope for collection and mailing on said date following ordinary business practices at 2417 McCain Rd, San Diego, CA, 92101. The envelope was addressed as follows:

Nadia Smalley  
918 Mission Ave #280  
Oceanside, CA 92054

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



Suzie Johnson



# San Diego Harbor Police Crime/Incident Report

## ATTACHMENT A

Case No **20-03518**CAD Event No **082820-125**Case Disposition **Not a Crime/Other Service**Primary Victim **Smalley, Nadia Bahia**Report No **20-03518.1****1**

Page 1 of 3

### GENERAL CASE INFORMATION

Primary Charge <b>940000 - ZZ - MISC. ACCIDENTS</b>		Related Cases
Special Studies <b>IR/ESC - Sick/Injury-Escalator</b>		Occurred On <b>08/28/2020 06:15:00 (Friday)</b>
Location, City, State, ZIP <b>3355 Admiral Boland Way, San Diego, CA 92101</b>		(and Between): <b>08/28/2020 06:30:00 (Friday)</b>
Jurisdiction: <b>External Properties - External Properties</b>	Beat: <b>750</b>	Call Source <b>Unknown</b>
Means	Motives	

### VICTIMS

#### Victim #1

Person Code <input type="checkbox"/>	Secured Premise <input type="checkbox"/>	Discovered Crime <input type="checkbox"/>	Reporting Party <input type="checkbox"/>	Law Enforcement Officer <input type="checkbox"/>
Name <b>Smalley, Nadia Bahia</b>			Victim Type <b>I - Individual</b>	Interpreter Language

Name Type	First	Middle	Last	Suffix
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Victim Of <b>940000 - ZZ - MISC. ACCIDENTS</b>				County Residence <b>R - Resident</b>
Home Address, City, State, ZIP <b>2821 Oceanside Blvd Ste G, Oceanside, CA 92054</b>			Res. Country <b>US</b>	Place of Birth <b>Undocumented</b>
Race <b>O</b>	Sex <b>F</b>	Date of Birth - Age <b>01/09/1971 - 49</b>	Height <b>5' 3"</b>	Weight <b>150</b>
			Hair Color <b>RED</b>	Eye Color <b>HAZ</b>
			Facial Hair <b>12 - None/Fuzz</b>	Complexion
Employment Status	Occupation Grade	Employer School	Employer Address, City, State, ZIP	

### CONTACT INFORMATION

Type <b>MP - Mobile Phone</b>	Number Address <b>424 219-0227</b>
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### IDENTIFICATION

Type <b>DLN - Drivers License Number</b>	Number <b>B9296277</b>	State <b>CA</b>	Country <b>US</b>
Attire <b>black pants, black and white dotted shirt</b>	Injury	Extent of Treatment	Violent Crime Circumstances
LAW ENFORCEMENT OFFICER KILLED OR ASSAULTED INFORMATION	Type	Type Activity	Type Assignment

### IBR/UCR OFFENSE/S

Offense Description <b>940000 - ZZ - MISC. ACCIDENTS</b>	Level <b>O</b>	Against	Completed? <b>Yes</b>	Counts	Using
Location Type <b>181 - Parking Garage</b>	Hate Bias <b>88 - None (no bias) (mutually exclusive)</b>	Domestic Violence <b>No</b>		Point of Entry	
Criminal Activity	Type Security	Gang Related	Entry	Targets	
Weapons Force	Tools				

NADIA SMALLEY

RC

10/9/23

Reporting Officer <b>HB5965 - Friedhoff, Caitlin</b>	Division - Organization <b>Harbor Police Records</b>	Reviewed By <b>HB5404 - Torres, Jose</b>
Report Date <b>8/29/2020 1:52:53 PM</b>	Detective Assigned	Reviewed Date <b>09/05/2020 01:23:41</b>



# San Diego Harbor Police Crime/Incident Report

**ATTACHMENT A**

Case No **20-03518**

CAD Event No **082820-125**

Case Disposition **Not a Crime/Other Service**

Primary Victim **Smalley, Nadia Bahia**

Report No **20-03518.1**

**2**

Page 2 of 3

**ARRESTEE/S**

**SUSPECT/S (Not Yet Arrested)**

**WITNESSES**

**OTHER ENTITIES**

**PROPERTY**

**REPORT NARRATIVE**

**SYNOPSIS:**

On 08-28-2020 between 0615 and 0630 hours Nadia Smalley fell on the escalator at the Rental Car Center located at 3355 Admiral Boland Way. Smalley injured her left foot and later had a complaint of pain to her lower body in the form of small cuts, soreness and bruising. Smalley was not evaluated by medics on scene and there was no call for service to Harbor Police until approximately 1741 hours. Smalley visited the emergency room in Portland, OR and sent Harbor Police photos of her injury. Harbor Police located video footage of the incident.

**ORIGIN:**

On 08-28-2020 at 1741 hours I was on duty as 740B and assigned a phone report for a female who wanted to report her injuries sustained from an escalator fall at the Rental Car Center.

**INVESTIGATION:**

I contacted the reporting party, identified as Nadia Smalley, via telephone at approximately 1747 hours. I took a statement from Smalley.

**STATEMENTS:**

**Statement of Nadia Smalley (victim):**

Smalley had just parked her rental car at Enterprise Rentals in the Rental Car Center (RCC). Smalley went to the escalator that leads from Enterprise Rentals to the bottom floor. As she stepped onto the elevator with one foot she remembered she left one of her bags in the rental car. Smalley pivoted to get off the elevator when it sped up and started to act erratically. Smalley fell on the escalator. She stated "The escalator was going so fast I lost my balance." Smalley tumbled down the escalator a few steps and was afraid she would get seriously injured so jumped up and ran up the few steps to her original starting position on the landing. Smalley stated she knew she was hurt but didn't know who to call for assistance. Smalley stated she was able to walk without much pain at this time so continued to her scheduled flight to Portland, OR. Smalley stated when she got off the plane in Oregon she was experiencing swelling, bruising and pain to her lower legs, mainly her left leg and foot. Smalley stated she could barely walk. Smalley then went to the Emergency Room for medical care. Smalley then called Harbor Police to generate a police report. When asked to summarize her injuries Smalley stated, "I was basically treated for pain, luckily no broken bones, just contusions and a few hematomas on my legs and body."

Reporting Officer <b>HB5965 - Friedhoff, Caitlin</b>	Division / Organization <b>Harbor Police Records</b>	Reviewed By <b>HB5404 - Torres, Jose</b>
Report Date <b>8/29/2020 1:52:53 PM</b>	Detective Assigned	Reviewed Date <b>09/05/2020 01:23:41</b>





# San Diego Harbor Police Crime/Incident Report

**ATTACHMENT A**

Case No **20-03518**

CAD Event No **082820-125**

Case Disposition **Not a Crime/Other Service**

Primary Victim **Smalley, Nadia Bahia**

Report No **20-03518.1**

**3**

Page 3 of 3

After taking Smalley's statement I asked her to take photos of her injuries and email them to me. Smalley stated she think she fell between the hours of 0615 and 0630. During the time of the fall Smalley stated she was wearing black trousers with a black and white dotted blouse. I later canvassed the area for surveillance footage and was advised the RCC facilities manager had access to the cameras but were not in the office until 0700 hours on Monday.

Due to the absence of a call for service at the time of the incident, airport ops was not notified of this incident when it occurred.

On 09-04-2020 I was able to view the surveillance footage of the incident. I observed Smalley enter the escalator and ride it approximately a quarter way down. Smalley then turns around and begins running up the escalator. At the top of the escalator, at approximately the second or third step, Smalley falls onto her hands and knees on the escalator as it is in motion. Smalley stands up and continues her run up the escalator until she gets to the landing where she originally started.

I obtained a copy of the video footage and later impounded it at Harbor Police Headquarters.

**EVIDENCE:**

- 7 photos are impounded at Harbor Police Headquarters.
- 1 video is impounded at Harbor Police Headquarters.

**INJURIES:**

- Contusions and hematomas to the lower legs.

**PROPERTY DAMAGE:**

- None.

**RELATED REPORTS:**

- None.

**FOLLOW UP:**

- None.

Reporting Officer <b>HB5965 - Friedhoff, Caitlin</b>	Division / Organization <b>Harbor Police Records</b>	Reviewed By <b>HB5404 - Torres, Jose</b>
Report Date <b>8/29/2020 1:52:53 PM</b>	Detective Assigned	Reviewed Date <b>09/05/2020 01:23:41</b>

ACCIDENT OR DAMAGE

CLAIM FORM

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

FOR AUTHORITY USE ONLY	
Document No.:	_____
Filed:	_____

1) Claimant Name: <u>NADIA Smalley</u>	
2) Address to which correspondence regarding this claim should be sent:  <u>918 MISSION AVE # 280</u> <u>OCEANSIDE, CA - 92054</u>	
Telephone No.:	<u>424-219-0227</u>
Date:	<u>10 - 9 - 2023</u>
3) Date and time of incident: <u>8-28-2020 0615-0630</u>	
4) Location of incident: <u>Escalator at the San Diego County Airport</u>	
5) Description of incident resulting in claim:  <u>I forgot a bag at the Starpuze car Rentals, AS I was on the escalator I pivoted to get off the escalator, the escalator sped up and started to act erratically, I then fell on the escalator it was going so fast that I lost my balance, I tumbled down the escalator a few steps and got hurt, I did not want to experience more pain from falling so I jumped up and ran up the escalator falling again I stumbled up the escalator to my original starting position, And I was bleeding and cut up from falling</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)	Physician(s): <u>PEACE Health Emergency</u>
Name: <u>Caithlin Friedhoff</u>	Name: <u>HOSPITAL</u>
Address: <u>3380 N. Harbor DR</u> <u>SAN DIEGO, CA - 92101</u>	Address: <u>1115 SE 164<sup>th</sup> AVE Dept 336</u> <u>Vancouver, WA, 98683</u>
Phone: <u>619-686-6570</u>	Phone: <u>360-729-1300</u> <u>360-527-9383</u>

8) Describe property damage or personal injury claimed:

SLIP And FALL , foot , ANKLE , BACK Lower  
Shoulder ARMS , Both FEET , LEGS  
KNEE'S

9) Owner and location of damaged property or name/address of person injured:

SAN DIEGO AIRPORT

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.

Dated: 10-9-2023

Claimant:

Nadia Smalley

(Original Signature)

<sup>01</sup>  
~~000~~-16-2024 Nadia Smalley

**Notice to Claimant:**

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

You or your representative are required to sign this form (G.C. §910.2). Presentation of a false claim with intent to defraud is a felony (Penal Code §72).

Mail completed original form to:

OR

Deliver completed original form in person to:

Claims  
San Diego County Regional Airport Authority  
P.O. Box 82776  
San Diego, CA 92138-2776

San Diego County Regional Airport Authority  
Administration Reception Desk  
2417 McCain Rd.  
San Diego, CA 92101

RESOLUTION NO. 2024-0056

A RESOLUTION OF THE BOARD OF THE SAN DIEGO  
COUNTY REGIONAL AIRPORT AUTHORITY, DENYING  
THE APPLICATION FOR LEAVE TO PRESENT A LATE  
CLAIM OF NADIA SMALLEY

**WHEREAS**, on June 13, 2024, Nadia Smalley filed an application for leave to present a late claim with the San Diego County Regional Airport Authority (“Authority”) for an incident that occurred on August 28, 2020, when she claims she was injured as she ran upward on a moving downward escalator at the Rental Car Center at San Diego International Airport; and

**WHEREAS**, California Government Code Section 911.2 requires claims filed with government entities to be presented not later than six months (180 days) of the date of occurrence; and

**WHEREAS**, California Government Code Section 911.4 (a) states when a claim that is required by Section 911.2 to be presented not later than six months after the accrual of the cause of action is not presented within that time, a written application may be made to the public entity for leave to present that claim; and

**WHEREAS**, California Government Code Section 911.4 (b) states a written application for leave to present a late claim shall be presented to the public entity within a reasonable time not to exceed one year after the accrual of the cause of action and shall state the reason for the delay; and

**WHEREAS**, at its regular meeting on July 11, 2024, the Board considered the application for leave to present a late claim filed by Nadia Smalley and the report submitted to the Board, and found that the application was not timely presented and failed to state facts sufficient for relief and that the Authority would be prejudiced in its defense of the claim if it were granted.

**NOW, THEREFORE, BE IT RESOLVED** that the Board hereby denies the application for leave to present a late claim of Nadia Smalley; and

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

**BE IT FURTHER RESOLVED** that the Board finds that this action is not a “development” as defined by the California Coastal Act (California Public Resources Code §30106); and

**BE IT FURTHER RESOLVED** that the Board finds that this action is not a project that involves additional approvals or actions by the Federal Aviation Administration (“FAA”) and, therefore, no formal review under the National Environmental Policy Act (“NEPA”) is required.

**PASSED, ADOPTED, AND APPROVED** by the Board of the San Diego County Regional Airport Authority at a regular meeting this 11<sup>th</sup> day of July, 2024, by the following vote:

**AYES:** Board Members:

**NOES:** Board Members:

**ABSENT:** Board Members:

**ATTEST:**

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SHAWNA MORALES  
ASSISTANT AUTHORITY CLERK II

**APPROVED AS TO FORM:**

---

AMY GONZALEZ  
GENERAL COUNSEL

## Staff Report

**Meeting Date: July 11, 2024**

**Subject:**

**Approve and Authorize the President/CEO to Execute a Fifth Amendment to Lease No. GS-09P-LCA00680 with the General Services Administration (for the Transportation Security Administration) that Extends the Lease by 5 Years**

**Recommendation:**

Adopt Resolution No. 2024-0057, approving and authorizing the President/CEO to execute a fifth amendment to Lease No. GS-09P-LCA00680 with the General Services Administration to extend the term by five years to August 31, 2029.

**Background/Justification:**

San Diego County Regional Airport Authority ("Authority") and the General Services Administration ("GSA"), on behalf of Transportation Security Administration ("TSA"), are parties to a Lease Agreement ("Agreement") that went into effect September 1, 2019, and is set to expire on August 31, 2024.

TSA performs essential services for the travelling public in the form of airport passenger and baggage screening services within Terminal 1 and Terminal 2 of San Diego International Airport. In order to perform these services efficiently, TSA needs exclusive access to administrative office space and break rooms for its employees in each terminal. The Agreement provides space to TSA for these purposes in exchange for annual rent payable in monthly installments. The proposed fifth amendment to the Agreement would extend this lease by five years.

Due to the Authority's unique and mutually exclusive relationship with the GSA/TSA, Staff believes it is in both the Authority's and GSA/TSA's interest to amend the current lease agreement to renew the term for an additional five-year period.

The Authority Staff and GSA/TSA have agreed, subject to Board approval, to the following principal terms:

	<b>Current Agreement</b>	<b>Renewal</b>
Term	September 1, 2019, through August 31, 2024	September 1, 2024, through August 31, 2029
Premises	9,242 square feet	9,242 square feet
Consideration	Terminal Rental Rate is \$203.47 per square foot, resulting in annual rent of \$1,880,469.74.	Terminal Rental Rate is \$340.76 per square foot, resulting in annual rent of \$3,149,303.92.

Terminal rental rate of \$340.76 per square foot is based on a projection of the 5-Year average Terminal Rental Rate charged to the airlines. Therefore, the Authority will be charging GSA/TSA fair market value for the space provided under the lease amendment.

Staff requests the Board to approve and authorize the President/CEO to execute a fifth amendment to Lease No. GS-09P-LCA00680 with the GSA to extend the term by five years to August 31, 2029.

**Fiscal Impact:**

The proposed lease between the Authority and GSA results in increased annual revenue of \$1.2 million and will be an improvement to the Fiscal Year 2025 and the Fiscal Year 2026 conceptual revenue budgets.

**Authority Strategies/Focus Areas:**

This item supports one or more of the following (*select at least one under each area*):

**Strategies**

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

**Focus Areas**

- Advance the Airport Development Plan
- Transform the Customer Journey
- Optimize Ongoing Business

## 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.
- C. NEPA: This Board action is not a project that involves additional approvals or actions by the Federal Aviation Administration ("FAA") and, therefore, no formal review under the National Environmental Policy Act ("NEPA") is required.

## Application of Inclusionary Policies:

Not applicable

## Prepared by:

Maya Dayan  
Director, Capital Financial Planning & Airline Relations



RESOLUTION NO. 2024-0057

A RESOLUTION OF THE BOARD OF THE SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY APPROVING AND AUTHORIZING THE PRESIDENT/CEO TO EXECUTE A FIFTH AMENDMENT TO LEASE NO. GS-09P-LCA00680 WITH THE GENERAL SERVICES ADMINISTRATION TO EXTEND THE TERM BY FIVE YEARS TO AUGUST 31, 2029

**WHEREAS**, the Authority and General Services Administration (“GSA”), on behalf of the Transportation Security Administration (“TSA”) are parties to a Lease Agreement that bears the Lease No. GS-09P-LCA00680 (“Agreement”); and

**WHEREAS**, the Agreement authorizes TSA the use of certain premises in Terminal 1 and Terminal 2 at the San Diego International Airport (the “Airport”) and to acquire from the Authority certain rights and privileges in connection with its use of the Airport; and

**WHEREAS**, the Agreement defines the airport premises to be used for administrative offices and/or breakrooms for TSA staff that provide airport passenger and baggage screening services at the Airport; and

**WHEREAS**, TSA performs essential services for the travelling public in the form of airport passenger and baggage screening services within both terminals of San Diego International Airport, and in order to perform these services as effectively and efficiently as possible, TSA needs exclusive access to administrative office space and break rooms for its employees; and

**WHEREAS**, the initial term of the Agreement requires payment of an annual rent of \$203.47 per square foot, for 9,242 square feet, for a total annual rent of \$1,880,469.74; and

**WHEREAS**, the initial term of the Agreement is five years. The term began on September 1, 2019, and is set to expire on August 31, 2024; and

**WHEREAS**, Authority staff seeks authorization to extend the term of the Agreement for five years to expire August 31, 2029; and

**WHEREAS**, the amendment will result in an increased annual rent of \$340.76 per square foot, for a total annual rent of \$3,149,303.92 for the period of September 1, 2024 to August 31, 2029, which is fair market value for the space provided; and

**WHEREAS**, the Authority Board finds it is in the best interest of the Authority to extend the term of the Agreement with GSA for five years through August 31, 2029.

**NOW, THEREFORE, BE IT RESOLVED** that the Board hereby approves and authorizes the President/CEO to execute a fifth amendment to Lease No. GS-09P-LCA00680 with the General Services Administration to extend the term by five years to August 31, 2029; and

**BE IT FURTHER RESOLVED** that the Authority and its officers, employees, and agents hereby are 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 action is not a "project" as defined by the California Environmental Quality Act ("CEQA") (California Public Resources Code §21065); and

**BE IT FURTHER RESOLVED** that the Board finds that this action is not a "development" as defined by the California Coastal Act (California Public Resources Code §30106); and

**BE IT FURTHER RESOLVED** that the Board finds that this action is not a project that involves additional approvals or actions by the Federal Aviation Administration ("FAA") and, therefore, no formal review under the National Environmental Policy Act ("NEPA") is required.

**PASSED, ADOPTED, AND APPROVED** by the Board of the San Diego County Regional Airport Authority at a regular meeting this 11<sup>th</sup> day of July, 2024, by the following vote:

**AYES:** Board Members:

**NOES:** Board Members:

**ABSENT:** Board Members:

**ATTEST:**

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SHAWNA MORALES  
ASSISTANT AUTHORITY CLERK II

**APPROVED AS TO FORM:**

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AMY GONZALEZ  
GENERAL COUNSEL

## Staff Report

**Meeting Date:** July 11, 2024

**Subject:**

**Approve and Authorize the President/CEO to Execute a Second Amendment to the Airport Terminal and Roadways Gateway Public Art Project Agreement**

**Recommendation:**

Adopt Resolution No. 2024-0058, approving and authorizing the President/CEO to execute a second amendment to the Airport Terminal and Roadways Gateway Public Art Project Agreement with Hood Design Studio, Inc. to increase the total not-to-exceed amount by \$400,000, for the Design, Fabrication, Transportation, Delivery, and Consultation During Installation of Public Art.

**Background/Justification:**

The Authority and Hood Design Studio, Inc. ("Hood") are parties to an agreement for the Design, Fabrication, Transportation, Delivery, and Consultation During Installation for the Airport Terminal and Roadway's Gateway Public Art Project ("Agreement"). The term of the Agreement is five years beginning on February 18, 2021, and the current total not-to-exceed amount is \$2,100,000.

This is the landmark piece for the New T1 Public Art program titled, "Migrations," (also known as the bird sculptures), which will be viewable from the new terminal, roadways, and pedestrian paths near the parking plaza. The original design included three 40' sculptures.

In May of 2022, a First Amendment to the Agreement was executed to revise Exhibit A to reflect additional Project Phases and Deliverables after the Concept Design Proposal was approved and to revise Exhibit B to reflect an updated payment schedule for each Project Phase. There was no increase in the total not-to exceed amount.

Changes to the piece were identified during Phase 6 – Design Development Proposal Review of the agreement. Specifically, increases in material and labor costs for the three sculptures doubled the project cost defined in the Agreement in 2021. Authority staff worked with the Hood team to reduce project scale and still deliver a stunning, impactful piece of public art to provide maximum impact. The result was to reduce the number of bird sculptures to two (2): one 40' high and the other 20' high. Authority staff seeks to amend the Agreement to increase the not-to-exceed compensation amount by \$400,000.

The increase in the compensation amount is due to the escalation of material and labor costs since the Agreement was awarded in 2021.

Staff requests the Board approve and authorize the President/CEO to execute a Second Amendment to the Agreement to increase the compensation amount by \$400,000 resulting in a total not-to-exceed amount of \$2,500,000.00.

### Fiscal Impact:

Adequate funds for the Hood Design Studio Inc. contract increase are included within the Board approved FY2025-FY2029 Capital Program within the New Terminal One arts budget. Sources of funding for this project include Airport Revenue Bonds and Airport Cash.

### Authority Strategies/Focus Areas:

This item supports one or more of the following (*select at least one under each area*):

#### Strategies

- Community Strategy    Customer Strategy    Employee Strategy    Financial Strategy    Operations Strategy

#### Focus Areas

- Advance the Airport Development Plan    Transform the Customer Journey    Optimize Ongoing Business

### 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.

C. NEPA: This Board action is not a project that involves additional approvals or actions by the Federal Aviation Administration ("FAA") and, therefore, no formal review under the National Environmental Policy Act ("NEPA") is required.

## **Application of Inclusionary Policies:**

The Authority has the following inclusionary programs/policy: a Disadvantaged Business Enterprise (DBE) Program, an Airport Concession Disadvantaged Business Enterprise (ACDBE) Program and Policy 5.12. These programs/policies are intended to promote the inclusion of small, local, veteran owned small businesses, historically underrepresented businesses, and other business enterprises, on all contracts. Only one of the programs/policies named above can be used in any single contracting opportunity.

This contract does not utilize federal funds and provides limited opportunities for subcontractor participation; therefore, at the option of the Authority, Policy 5.12 was applied to promote the participation of qualified small businesses, service disabled/veteran owned small businesses, and local businesses. Policy 5.12 provides a preference of up to seven percent (7%) in the award of selected Authority contracts and when selection is based on a scoring matrix the resulting points shall be added to the total points, provided that it does not exceed the total allowable preference.

In accordance with Policy 5.12, Hood Design Studio, Inc. did not receive small business, local business, and veteran owned small business preference.

## **Prepared by:**

Jon Graves  
Director, Marketing, Arts & Air Service Development

## **Added to Packet 7/10/2024**

### RESOLUTION NO. 2024-0058

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 AIRPORT TERMINAL AND ROADWAYS GATEWAY PUBLIC ART PROJECT AGREEMENT WITH HOOD DESIGN STUDIO, INC. TO INCREASE THE TOTAL NOT-TO-EXCEED COMPENSATION AMOUNT BY \$400,000 FOR THE DESIGN, FABRICATION, TRANSPORTATION, INSTALLATION AND DELIVERY, AND CONSULTATION DURING INSTALLATION OF PUBLIC ART

**WHEREAS**, the Authority and Hood Design Studio, Inc. (“Hood”) are parties to an agreement for the Design, Fabrication, Transportation, Delivery, and Consultation During Installation for the Airport Terminal and Roadway’s Gateway Public Art Project (“Agreement”);

**WHEREAS**, the term of the Agreement is five years beginning on February 18, 2021, and the total not-to exceed amount is \$2,100,000; and

**WHEREAS**, as a result of cost escalation of labor and materials, Authority staff seeks approval to increase the compensation amount under the Agreement by \$400,000 for a total not-to-exceed amount to \$2,500,000.00.

**NOW, THEREFORE, BE IT RESOLVED** that the Board hereby approves and authorizes the President/CEO to execute a second amendment to the Agreement with Hood Design Studio, Inc increasing the compensation amount by \$400,000 resulting in a total not-to-exceed amount of \$2,500,000.00, to provide Design, Fabrication, Transportation and Delivery, and Consultation During Installation of Public Artwork 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

**BE IT FURTHER RESOLVED** that the Board finds this action is not a “project” that would have significant effect on the environment as defined by the California Environmental Quality Act, as amended, 14 Cal. Code Regs. §15378; and

**BE IT FURTHER RESOLVED** that the Board finds that this action is not a “development” as defined by the California Coastal Act (California Public Resources Code §30106); and

**BE IT FURTHER RESOLVED** that the Board finds that this action is not a project that involves additional approvals or actions by the Federal Aviation Administration (“FAA”) and, therefore, no formal review under the National Environmental Policy Act (“NEPA”) is required.



**PASSED, ADOPTED, AND APPROVED** by the Board of the San Diego County Regional Airport Authority at a regular meeting this 11<sup>th</sup> day of July, 2024, by the following vote:

**AYES:** Board Members:

**NOES:** Board Members:

**ABSENT:** Board Members:

**ATTEST:**

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SHAWNA MORALES  
ASSISTANT AUTHORITY CLERK II

**APPROVED AS TO FORM:**

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AMY GONZALEZ  
GENERAL COUNSEL

## Staff Report

**Meeting Date:** July 11, 2024

**Subject:**

**Approve and Authorize the President/CEO to Execute a Second Amendment to the Airport Terminal and Roadways Outdoor Plaza Public Art Project Agreement**

**Recommendation:**

Adopt Resolution No. 2024-0059, approving and authorizing the President/CEO to execute a second amendment to the Airport Terminal and Roadways Outdoor Plaza Public Art Project Agreement with Social Space, LLC increasing the total not-to-exceed amount by \$140,000 for the Design, Fabrication, Transportation and Delivery, and Consultation During Installation of Public Art.

**Background/Justification:**

The Authority and Social Space, LLC are parties to an agreement for the Design, Fabrication, Transportation, Delivery, and Consultation During Installation for the Airport Terminal and Roadway's Outdoor Plaza Public Art Project ("Agreement"). The term of the Agreement is five years beginning on February 18, 2021, and the current total not-to-exceed amount is \$520,000.

The design is a 20-foot sculpture inspired by the purple striped jellyfish, representing San Diego's marine environment. The sculpture will be among the first things passengers see as they are dropped off at the new terminal.

In May of 2022, a First Amendment to the Agreement was executed to revise Exhibit A to reflect additional Project Phases and Deliverables after the Concept Design Proposal was approved and to revise Exhibit B to reflect an updated payment schedule for each Project Phase. There was no increase in the total not-to exceed amount.

Changes to the piece were identified during Phase 6 – Design Development Proposal Review of the agreement. Specifically, canopy material selection changed to lighten the load of the structural steel. Due to the escalation of material and labor costs since the Agreement was awarded in 2021, Authority staff seeks to amend the Agreement to increase the not-to-exceed compensation amount by \$140,000.

Staff requests the Board approve and authorize the President/CEO to execute a Second Amendment to the Agreement to increase the compensation amount by \$140,000, resulting in a new not-to-exceed compensation amount of \$660,000.

## Fiscal Impact:

Adequate funds for the Social Space, LLC contract increase are included within the Board approved FY2025-FY2029 Capital Program Budget within the New Terminal One Arts Budget. Sources of funding for this project include Airport Revenue Bonds and Airport Cash.

## Authority Strategies/Focus Areas:

This item supports one or more of the following (*select at least one under each area*):

### Strategies

- Community Strategy    Customer Strategy    Employee Strategy    Financial Strategy    Operations Strategy

### Focus Areas

- Advance the Airport Development Plan    Transform the Customer Journey    Optimize Ongoing Business

## 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.
- C. NEPA: This Board action is not a project that involves additional approvals or actions by the Federal Aviation Administration ("FAA") and, therefore, no formal review under the National Environmental Policy Act ("NEPA") is required.

## Application of Inclusionary Policies:

The Authority has the following inclusionary programs/policy: a Disadvantaged Business Enterprise (DBE) Program, an Airport Concession Disadvantaged Business Enterprise (ACDBE) Program and Policy 5.12. These programs/policies are intended to promote the inclusion of small, local, veteran owned small businesses, historically underrepresented businesses, and other business enterprises, on all contracts. Only one of the programs/policies named above can be used in any single contracting opportunity.

This contract does not utilize federal funds and provides limited opportunities for subcontractor participation; therefore, at the option of the Authority, Policy 5.12 was applied to promote the participation of qualified small businesses, service disabled/veteran owned small businesses, and local businesses. Policy 5.12 provides a preference of up to seven percent (7%) in the award of selected Authority contracts and when selection is based on a scoring matrix the resulting points shall be added to the total points, provided that it does not exceed the total allowable preference.

The final contract award is based on the amount of the original proposal. In accordance with Policy 5.12, Social Space, LLC did not receive small business, local business and veteran owned small business preferences.

## Prepared by:

Jon Graves

Director, Marketing, Arts & Air Service Development

## **Added to Packet 7/10/2024**

### RESOLUTION NO. 2024-0059

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 AIRPORT TERMINAL AND ROADWAYS OUTDOOR PLAZA PUBLIC ART PROJECT AGREEMENT WITH SOCIAL SPACE, LLC INCREASING THE TOTAL NOT-TO-EXCEED AMOUNT BY \$140,000 FOR THE DESIGN, FABRICATION, TRANSPORTATION AND DELIVERY, AND CONSULTATION DURING INSTALLATION OF PUBLIC ART

**WHEREAS**, the Authority and Social Space, LLC (“SSL”) are parties to an agreement for the Design, Fabrication, Transportation, Delivery, and Consultation During Installation for the Airport Terminal and Roadways Outdoor Plaza Public Art Project (“Agreement”);

**WHEREAS**, the term of the Agreement is five years beginning on February 18, 2021, and the total not-to exceed amount is \$520,000; and

**WHEREAS**, as a result of escalation of costs for labor and materials, Authority staff recommends increasing the total not-to-exceed amount by \$140,000 for a new not-to-exceed compensation amount of \$660,000.00.

**NOW, THEREFORE, BE IT RESOLVED** that the Board hereby approves and authorizes the President/CEO to execute a second amendment to the Agreement to increase the compensation amount by \$140,000 for an aggregate total not-to-exceed amount of \$660,000.00, to provide Design, Fabrication, Transportation and Delivery, and Consultation During Installation of Public Artwork 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

**BE IT FURTHER RESOLVED** that the Board finds this action is not a “project” that would have significant effect on the environment as defined by the California Environmental Quality Act, as amended, 14 Cal. Code Regs. §15378; and

**BE IT FURTHER RESOLVED** that the Board finds that this action is not a “development” as defined by the California Coastal Act (California Public Resources Code §30106); and

**BE IT FURTHER RESOLVED** that the Board finds that this action is not a project that involves additional approvals or actions by the Federal Aviation Administration (“FAA”) and, therefore, no formal review under the National Environmental Policy Act (“NEPA”) is required.

**PASSED, ADOPTED, AND APPROVED** by the Board of the San Diego County Regional Airport Authority at a regular meeting this 11<sup>th</sup> day of July 2024, by the following vote:

**AYES:** Board Members:

**NOES:** Board Members:

**ABSENT:** Board Members:

**ATTEST:**

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SHAWNA MORALES  
ASSISTANT AUTHORITY CLERK II

**APPROVED AS TO FORM:**

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AMY GONZALEZ  
GENERAL COUNSEL

## Staff Report

**Meeting Date: July 11, 2024**

**Subject:**

**Award a Contract to S&L Specialty Construction, Inc. for Quieter Home Program Phase 13, Group 7, Project No. 381307 Twenty-Six (26) Non-Historic Single-Family Units on Twenty-Six (26) Residential Properties Located East and West of the San Diego International Airport**

**Recommendation:**

Adopt Resolution No. 2024-0060, awarding a contract to S&L Specialty Construction, Inc. in the amount of \$1,313,600 for Phase 13, Group 7, Project No. 381307, of the San Diego County Regional Airport Authority's Quieter Home Program and making a finding that the project is exempt from the California Environmental Quality Act.

**Background/Justification:**

The San Diego County Regional Airport Authority's ("Authority") Quieter Home Program ("Program") provides sound attenuation treatments to residences within the highest noise-impacted neighborhoods surrounding San Diego International Airport ("SDIA"). This contract for Phase 13, Group 7, Project No. 381307 includes the installation of new acoustical windows, doors, and ventilation improvements to reduce aircraft-related noise levels and provide sound attenuation to twenty-six (26) non-historic single-family units on twenty-six (26) residential properties located east and west of the Airport (refer to Attachment A).

To date, the Program has completed 5,731 residences, of which 1,254 are historic and 4,477 are non-historic. 3,779 residences are located west of SDIA and 1,952 are located east of SDIA.

Project No. 381307 was advertised on May 9, 2024, and bids were opened on June 18, 2024. The following bid was received (refer to Attachment B):

<b>Company</b>	<b>Total Bid</b>
S&L Specialty Construction, Inc.	\$1,313,600

Engineer's Estimate: \$1,281,337.54

The low bid of \$1,313,600 is considered responsive, and S&L Specialty Construction, Inc. is considered responsible. Award to S&L Specialty Construction, Inc. is, therefore, recommended in the amount of \$1,313,600.

## Fiscal Impact:

Adequate funds for the contract with S&L Specialty Construction, Inc. are included in the adopted FY 2025 and conceptual FY 2026 Operating Expense Budgets within the Quieter Home Program budget line item. Sources of funding include federal Airport Improvement Program grants and Passenger Facility Charges.

## Authority Strategies/Focus Areas:

This item supports one or more of the following (*select at least one under each area*):

### Strategies

- Community Strategy    Customer Strategy    Employee Strategy    Financial Strategy    Operations Strategy

### Focus Areas

- Advance the Airport Development Plan    Transform the Customer Journey    Optimize Ongoing Business

## Environmental Review:

- A. CEQA: This Board action is a “project” subject to the California Environmental Quality Act (“CEQA”), Pub. Res. Code §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. §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. California Coastal Act Review: This Board action is a “development” as defined by the California Coastal Act, Cal. Pub. Res. Code §30106. This project 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 Cal. Pub. Res. Code §30610(a) and 14 Cal. Code Regs. §13250 – “Improvements to Single-Family Residences.”



C. NEPA: This Board action is a project that involves approvals or actions by the Federal Aviation Administration (“FAA”) and, therefore, also requires review under the National Environmental Policy Act (“NEPA”) for its potential environmental impacts. The FAA issued a Categorical Exclusion under NEPA on March 22, 2021, for these Quieter Home Program projects.

## **Application of Inclusionary Policies:**

The Authority has the following inclusionary programs/policies: a Disadvantaged Business Enterprise (DBE) Program, an Airport Concession Disadvantaged Business Enterprise (ACDBE) Program, and Policy 5.12. These programs/policy are intended to promote the inclusion of small, local, service disabled/veteran owned small businesses, historically underrepresented businesses, and other business enterprises, on all contracts. Only one of the programs/policy named above can be used in any single contracting opportunity.

The Authority’s DBE Program, as required by the U.S. Department of Transportation, 49 Code of Federal Regulations (CFR) Part 26, calls for the Authority to submit a triennial overall goal for DBE participation on all federally-funded projects. When federal funds are utilized, the Authority is prohibited from using a program that provides a preference such as those used in Policy 5.12. Therefore, the Authority must utilize other means as provided in the DBE Plan to achieve participation.

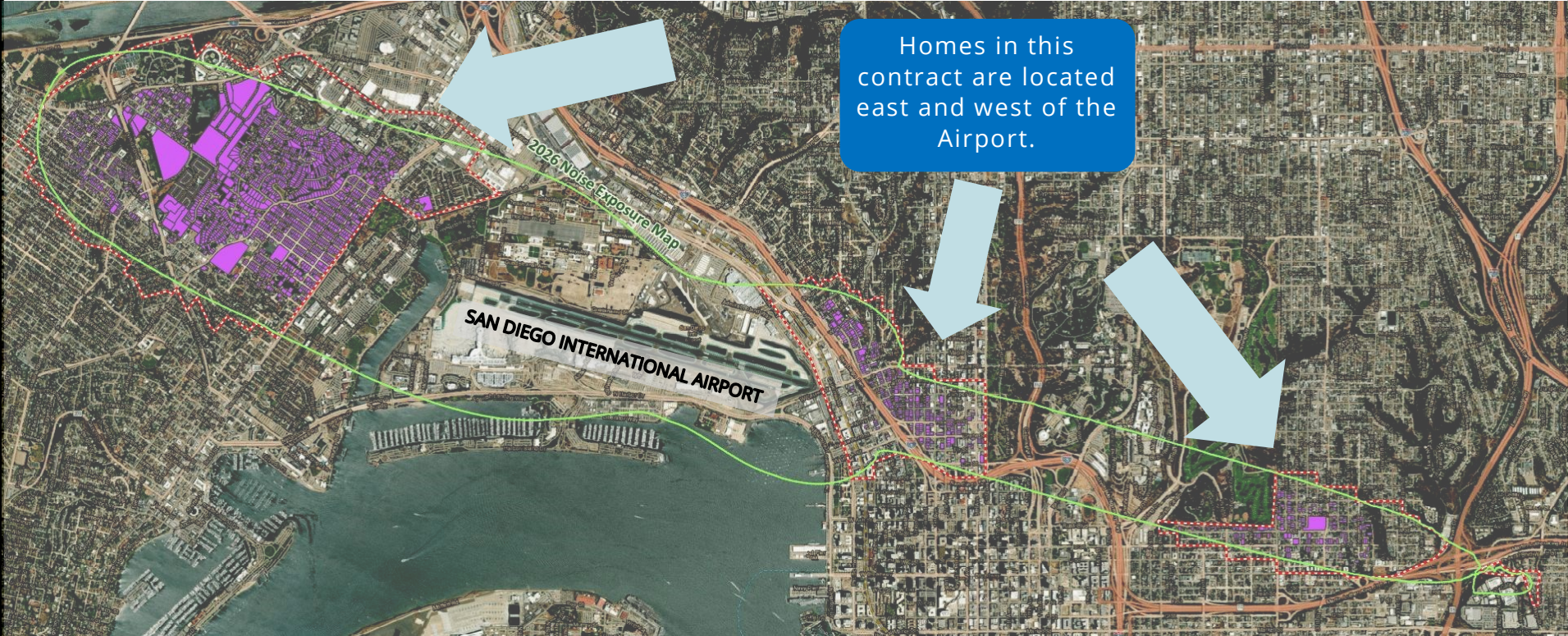
This project utilizes federal funds; therefore, it will be applied toward the Authority's overall DBE goal. S&L Specialty Construction, Inc. proposed 3.87% DBE participation on QHP Phase 13, Group 7.

## **Prepared by:**




Sjohnna Knack  
Director, Airport Planning & Environmental Affairs

# ATTACHMENT A

TITLE: QUIETER HOME PROGRAM  
PROJECT NO. 381307



## LEGEND

-  Completed Parcels
-  SDIA 2026 65 CNEL Noise Contour
-  2026 Eligibility 65dB Boundary

TABULATION OF BIDS

ATTACHMENT B

**TITLE: QUIETER HOME PROGRAM PROJECT NO. 381307**  
**BIDS OPENED: June 18, 2024 at 2:00 p.m.**  
**ENGINEER'S ESTIMATE: \$1,281,337.54**

<b>CONTRACTOR:</b>	<b>Engineer's Estimate</b>	<b>S&amp;L Specialty Construction, Inc.</b>
<b>ADDRESS:</b>		<b>315 S. Franklin Street, Syracuse, NY 13202</b>
<b>GUARANTEE OF GOOD FAITH:</b>		<b>Liberty Mutual Insurance Company</b>

Res No.	Bid Item Number - Name/Address		Dwelling Units	Unit of Measure	General Construction (In Figures)	Ventilation Construction (In Figures)	Electrical Construction (In Figures)	TOTAL (In Figures)	General Construction (In Figures)	Ventilation Construction (In Figures)	Electrical Construction (In Figures)	TOTAL (In Figures)
381207.07	LIOTTA / ZHANG	2374 ETIWANDA STREET	1	Lump Sum	\$44,641.21	\$11,315.02	\$6,397.68	\$62,353.91	\$51,000.00	\$11,000.00	\$5,000.00	\$67,000.00
381307.04	GRECIAN	4624 WEST POINT LOMA BLVD UNIT 1	1	Lump Sum	\$25,000.97	\$12,521.53	\$7,909.41	\$45,431.91	\$33,000.00	\$10,000.00	\$6,000.00	\$49,000.00
381307.05	KAZMER	4624 WEST POINT LOMA BLVD UNIT 2	1	Lump Sum	\$18,913.62	\$0.00	\$0.00	\$18,913.62	\$23,000.00	\$0.00	\$0.00	\$23,000.00
381307.06	MCKERNAN	4624 WEST POINT LOMA BLVD UNIT 3	1	Lump Sum	\$23,868.92	\$0.00	\$0.00	\$23,868.92	\$25,000.00	\$0.00	\$0.00	\$25,000.00
381307.08	THE SUSAN BEAUMONT DUVA TRUST	4624 WEST POINT LOMA BLVD UNIT 6	1	Lump Sum	\$21,639.17	\$0.00	\$0.00	\$21,639.17	\$25,000.00	\$0.00	\$0.00	\$25,000.00
381307.10	ROLANDO AND TERESA OGOT FAMILY TRUST	4624 WEST POINT LOMA BLVD UNIT 9	1	Lump Sum	\$21,639.17	\$0.00	\$0.00	\$21,639.17	\$25,000.00	\$0.00	\$0.00	\$25,000.00
381307.11	GONZALEZ	4624 WEST POINT LOMA BLVD UNIT 10	1	Lump Sum	\$19,230.25	\$0.00	\$0.00	\$19,230.25	\$20,000.00	\$0.00	\$0.00	\$20,000.00
381307.12	ECKERT / GRAVINO	4624 WEST POINT LOMA BLVD UNIT 11	1	Lump Sum	\$19,188.79	\$0.00	\$0.00	\$19,188.79	\$21,000.00	\$0.00	\$0.00	\$21,000.00
381307.13	SEGER	4624 WEST POINT LOMA BLVD UNIT 12	1	Lump Sum	\$27,078.60	\$12,243.07	\$8,256.66	\$47,578.32	\$35,000.00	\$10,000.00	\$6,000.00	\$51,000.00
381307.14	MAZIARZ / MASTROIANNI	4624 WEST POINT LOMA BLVD UNIT 13	1	Lump Sum	\$24,713.13	\$13,581.53	\$8,154.94	\$46,449.60	\$37,000.00	\$10,000.00	\$6,000.00	\$53,000.00
381307.16	SEYMOUR FAMILY TRUST	4521 LONG BRANCH AVENUE	1	Lump Sum	\$36,343.57	\$12,732.61	\$7,709.49	\$56,785.66	\$39,000.00	\$11,000.00	\$6,000.00	\$56,000.00
381307.18	SCHATMEYER / BUTZIN-DOZIER	4437 BRIGHTON AVENUE	1	Lump Sum	\$63,287.59	\$0.00	\$0.00	\$63,287.59	\$75,000.00	\$0.00	\$0.00	\$75,000.00
381307.19	KYU / MAGUIRE-FUNG	4420 CAPE MAY	1	Lump Sum	\$85,211.08	\$17,819.75	\$3,802.13	\$106,832.96	\$97,000.00	\$14,000.00	\$3,000.00	\$114,000.00
381307.20	HFT LIVING TRUST	4457 LONG BRANCH AVENUE	1	Lump Sum	\$53,635.73	\$15,262.75	\$8,463.60	\$77,362.08	\$49,000.00	\$11,000.00	\$6,000.00	\$66,000.00
381307.21	PETER C. DYER LIVING TRUST/ DYER KIMBERLY C	4415 VOLTAIRE STREET	1	Lump Sum	\$51,743.99	\$0.00	\$0.00	\$51,743.99	\$56,000.00	\$0.00	\$0.00	\$56,000.00
381307.22	LEE KAREN A LIVING TRUST	4120 TENNYSON STREET	1	Lump Sum	\$35,160.03	\$0.00	\$0.00	\$35,160.03	\$35,000.00	\$0.00	\$0.00	\$35,000.00
381307.24	COTTER - CKC TRUST	4052 TENNYSON STREET	1	Lump Sum	\$70,732.36	\$0.00	\$0.00	\$70,732.36	\$61,000.00	\$0.00	\$0.00	\$61,000.00
381307.26	MEDINA	4355 RIALTO STREET UNIT 4	1	Lump Sum	\$14,394.87	\$0.00	\$0.00	\$14,394.87	\$15,000.00	\$0.00	\$0.00	\$15,000.00
381307.27	KATHY L. PATTEN REVOCABLE TRUST	3428 TENNYSON STREET	1	Lump Sum	\$52,815.64	\$15,236.72	\$3,991.54	\$72,043.90	\$63,000.00	\$12,000.00	\$3,000.00	\$78,000.00
381307.28	BENNETT FAMILY TRUST	3420 UDALL STREET	1	Lump Sum	\$58,162.94	\$11,964.50	\$8,979.20	\$79,106.65	\$56,000.00	\$10,000.00	\$6,000.00	\$72,000.00
381307.29	NIEBERGALL	3091 MADRID STREET	1	Lump Sum	\$46,947.47	\$15,621.18	\$5,362.97	\$67,931.62	\$59,000.00	\$11,000.00	\$4,000.00	\$74,000.00
381307.30	HOOYENGA	3112 N. EVERGREEN STREET	1	Lump Sum	\$55,045.08	\$15,624.33	\$9,512.34	\$80,181.76	\$54,000.00	\$11,000.00	\$7,000.00	\$72,000.00
381307.31	MURPHY FAMILY TRUST	2811 REYNARD WAY	1	Lump Sum	\$34,532.74	\$0.00	\$0.00	\$34,532.74	\$36,000.00	\$0.00	\$0.00	\$36,000.00
381307.32	MEYER / OKEEFE	2686 DOVE STREET	1	Lump Sum	\$40,996.19	\$0.00	\$0.00	\$40,996.19	\$59,000.00	\$0.00	\$0.00	\$59,000.00
381307.33	LAM	1115 27TH STREET	1	Lump Sum	\$30,538.40	\$0.00	\$0.00	\$30,538.40	\$32,000.00	\$0.00	\$0.00	\$32,000.00
381307.35	PALANKI	2905 C STREET	1	Lump Sum	\$57,813.12	\$0.00	\$0.00	\$57,813.12	\$37,000.00	\$0.00	\$1,000.00	\$38,000.00
							Subtotal	\$1,265,737.54			Subtotal	\$1,298,000.00
							<b>Probable Cost for Permits:</b>	\$15,600.00			<b>Probable Cost for Permits:</b>	\$15,600.00
							<b>TOTAL</b>	<b>\$1,281,337.54</b>			<b>TOTAL BID</b>	<b>\$1,313,600.00</b>

Addenda No. 1, 2, and 3 noted

Addenda No. 1, 2, and 3 noted

RESOLUTION NO. 2024-0060

A RESOLUTION OF THE BOARD OF THE SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY, AWARDING A CONTRACT TO S&L SPECIALTY CONSTRUCTION, INC., IN THE AMOUNT OF \$1,313,600 FOR PHASE 13, GROUP 7, PROJECT NO. 381307, OF THE SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY'S QUIETER HOME PROGRAM AND MAKING A FINDING THAT THE PROJECT IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

**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 ("Airport"); and

**WHEREAS**, Phase 13, Group 7, of the Program will include the installation of new acoustical windows, doors, and ventilation improvements to reduce aircraft-related noise levels inside the homes; and

**WHEREAS**, Phase 13, Group 7, of the Program provides sound attenuation to twenty-six (26) non-historic single-family units on twenty-six (26) residential properties located east and west of the San Diego International Airport; and

**WHEREAS**, the Authority issued a Bid Solicitation Package for Phase 13, Group 7, on May 9, 2024; and

**WHEREAS**, on June 18, 2024, the Authority opened sealed bids received in response to the Bid Solicitation Package; and

**WHEREAS**, the apparent low bidder, S&L Specialty Construction, Inc., submitted a bid of \$1,313,600 and the Authority's staff has duly considered the bid and has determined that S&L Specialty Construction, Inc. is responsible, and its bid is responsive in all material respects; and

**WHEREAS**, the San Diego County Regional Airport Authority Board (“Board”) believes that it is in the best interest of the Authority and the public that it serves to award S&L Specialty Construction, Inc. the lowest bidder, the contract for Phase 13, Group 7, 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 S&L Specialty Construction, Inc., in the amount of \$1,313,600 for Phase 13, Group 7, Project No. 381307, 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 S&L Specialty Construction, 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”), Cal. Pub. Res. Code §21065, and that the individual Quieter Home Program projects are categorically exempt from the CEQA under Cal. Code Regs. §15301(f), “Existing Facilities”; and

**BE IT FURTHER RESOLVED** that the Board finds that this action is a “development” as defined by the California Coastal Act, Cal. Pub. Res. Code §30106, and that the Quieter Home Program improvements to single-family homes are exempt from coastal permit requirements under Cal. Pub. Res. Code §30610(a) and 14 Cal. Code Regs. §13250 – “Improvements to Single-Family Residences”; and

**BE IT FURTHER RESOLVED** that the Board finds that this action is a project that involves approvals or actions by the Federal Aviation Administration (“FAA”) and, therefore, also requires review under the National Environmental Policy Act (“NEPA”) for its potential environmental impacts. The FAA issued a Categorical Exclusion under NEPA on March 22, 2021, for these Quieter Home Program projects.

**PASSED, ADOPTED, AND APPROVED** by the Board of the San Diego County Regional Airport Authority at a regular meeting this 11<sup>th</sup> day of July 2024, by the following vote:

**AYES:** Board Members:

**NOES:** Board Members:

**ABSENT:** Board Members:

**ATTEST:**

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SHAWNA MORALES  
ASSISTANT AUTHORITY CLERK II

**APPROVED AS TO FORM:**

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AMY GONZALEZ  
GENERAL COUNSEL

## Staff Report

**Meeting Date:** July 11, 2024

**Subject:**

**Approve and Authorize the President/CEO to Negotiate and Execute an On-Call Environmental Consulting Services Agreement to Provide Technical Services Associated with the Airport Authority's Environmental Sustainability Projects at San Diego International Airport**

**Recommendation:**

Adopt Resolution No. 2024-0061, approving and authorizing the President/CEO to negotiate and execute an On-Call Environmental Consulting Services Agreement with C&S Engineers, Inc., for a term of three (3) years, with the option for two (2) one-year extensions, for a maximum amount not to exceed \$2,000,000 to provide technical services associated with environmental and sustainability projects at San Diego International Airport and authorize the President/CEO to award an agreement to the next ranked proposer if negotiations with C&S Engineers, Inc. are unsuccessful.

**Background/Justification:**

Per Board Policy 8.31, the Airport Authority is committed to developing and operating San Diego International Airport (SDIA) in a sustainable manner. The Airport Authority is therefore implementing numerous environmental sustainability initiatives in partnership with airlines, concessions, ground transportation operators, and other business partners at SDIA. These initiatives span air quality and carbon management (including annual certification via the Airport Carbon Accreditation program), energy conservation and management, water conservation and management, transportation electrification and the use of alternative fuel vehicles, sustainable infrastructure design and management, and annual sustainability reporting. Considering the growing number and complexity of initiatives, staff recommend that on-call professional services continue to be obtained for environmental sustainability technical needs.

The current On-Call Environmental Services agreement began on August 1, 2019, and extends through July 31, 2024. C&S Engineers Inc. was selected to perform the services and has completed tasks to date, totaling approximately \$1 million. Major tasks performed and completed under the current contract include the following:

- Airport Carbon Accreditation support
- Environmental, Social, and Governance (ESG) planning and report writing
- Central Utility Plant electrification feasibility studies
- Grant funding support (e.g., VALE)
- Off-road mobile emissions modeling
- Embodied carbon (e.g., low-carbon concrete) analyses
- Sustainability certifications support

Based on historic expenditures, it is estimated that the Authority could spend up to \$2 million over a five-year period to support anticipated environmental services. Beyond any unforeseen and ongoing projects, the following specific services will be needed over the next five years:

- Sustainability Management Program (SMP) plan updates
- Airport Carbon Accreditation support
- Environmental, Social, and Governance (ESG) planning and report writing
- Central Utility Plant electrification support
- Grant funding support
- Off-road mobile emissions modeling
- Low carbon concrete analyses
- Sustainability certifications support

On April 17, 2024, the Authority issued a Request for Proposals (RFP) from qualified firms to provide environmental consulting services. The Authority received seven proposals on May 7, 2024.

The qualified Respondents were:

1. Burn & McDonnell Western Enterprises Inc.
2. C&S Engineers, Inc.
3. CDM Smith Inc.
4. Glumac - A Tetra Tech Company
5. Jones Lang LaSalle Americas, Inc.
6. Mead & Hunt Inc.
7. NORESKO, LLC

The Evaluation Criteria used to rank the qualified firms considered the following:

- Organizational Structure, Experience, and Sustainability
- Project Manager
- Proposed Work Plan and Approach/Methodology
- Proposed Fees/Cost to Authority



- Inclusionary Approach and Outreach

An Evaluation Panel (Panel), which was comprised of representatives from the Planning, Noise, & Environment, Business Intelligence, and Capital Financial Planning departments. The Panel conducted a thorough review of the seven proposals and invited four Respondents (C&S Engineers, Inc., CDM Smith Inc., Mead & Hunt Inc., and NORESKO, LLC) to interview on June 3, 2024. The Respondents were asked to respond to a specific list of questions prepared by the Panel that targeted the evaluation criteria presented in the RFP.

The Panelists’ final rankings are presented below:

<b>Final Rankings</b>	<b>Panelist 1</b>	<b>Panelist 2</b>	<b>Panelist 3</b>	<b>Panelist 4</b>	<b>Panelist 5</b>	<b>Total</b>
Mead & Hunt, Inc.	2	1	2	1	2	<b>8</b>
NORESKO, LLC	4	4	4	4	4	<b>20</b>
C&S Engineers, Inc	1	2	1	2	1	<b>7</b>
CDM Smith Inc.	3	3	3	3	3	<b>15</b>

<b>Combined Final Scores</b>	<b>Proposed Fees/Cost to Authority</b>	<b>Organizational Structure, Experience, and Sustainability</b>	<b>Project Manager</b>	<b>Proposed Work Plan and Approach / Methodology</b>	<b>Inclusionary Approach and Outreach</b>	<b>Total</b>
Mead & Hunt, Inc.	1000	1050	900	840	450	<b>4240</b>
NORESKO, LLC	1250	750	600	620	210	<b>3430</b>
C&S Engineers, Inc	1000	1100	900	960	380	<b>4340</b>
CDM Smith Inc.	875	975	740	780	330	<b>3700</b>

The firm selected by the Panel was C&S Engineers Inc. A brief background on the selected firm, C&S Engineers Inc., is provided below.

**C&S Engineers, Inc.**

C&S Engineers, Inc. was given the highest score by the Panel. C&S has deep aviation sustainability subject matter expertise and knowledge of San Diego International Airport. Further, their detailed work plan, presentation, and interview demonstrated how their team could help the Authority accomplish its goals. They have more than 50 years of expertise in the aviation and environmental fields. C&S has successfully supported the Airport Authority in the past on key initiatives, such as developing the 2010 SAN Air Quality Management Plan, securing FAA Voluntary Airport Low Emission (VALE) grant funds, and certifying facilities through LEED and Envision “green” rating systems.

Staff will negotiate the scope of work and billing rates with C&S Engineers, Inc. If staff cannot reach an agreement with C&S Engineers, Inc., staff requests that the Board authorize the President/CEO to award an agreement to the next ranked proposer, Mead & Hunt, Inc., and establish an agreement under the same terms and conditions as described herein.

## Fiscal Impact:

Adequate funds for the On-Call Environmental Consulting Services agreement are included in the Planning & Environmental Affairs Department's adopted FY 2025 and conceptual FY 2026 operating expense budget, or within the approved 5-Year Capital Improvement Program's budget, if applicable.

## Authority Strategies/Focus Areas:

This item supports one or more of the following (*select at least one under each area*):

### Strategies

- Community Strategy    Customer Strategy    Employee Strategy    Financial Strategy    Operations Strategy

### Focus Areas

- Advance the Airport Development Plan    Transform the Customer Journey    Optimize Ongoing Business

## 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.
- C. NEPA: This Board action is not a project that involves additional approvals or actions by the Federal Aviation Administration ("FAA") and, therefore, no formal review under the National Environmental Policy Act ("NEPA") is required.

## **Application of Inclusionary Policies:**

The Authority has the following inclusionary programs/policy: a Disadvantaged Business Enterprise (DBE) Program, an Airport Concession Disadvantaged Business Enterprise (ACDBE) Program and Policy 5.12. These programs/policies are intended to promote the inclusion of small, local, service disabled/ veteran owned small businesses, historically underrepresented businesses and other business enterprises, on all contracts. Only one of the programs/policies named above can be used in any single contracting opportunity.

The Authority's DBE Program, as required by the U.S. Department of Transportation, 49 Code of Federal Regulations (CFR) Part 26, calls for the Authority to submit a triennial overall goal for DBE participation on all federally funded projects. When federal funds are utilized, the Authority is prohibited from using a program that provides a preference such as those used in Policy 5.12. Therefore, the Authority must utilize other means as provided in the DBE Plan to achieve participation.

No preferences were applied to the award of the On-Call Environmental Consulting Services Agreement. However, C&S Engineers, Inc. submitted an Inclusionary Outreach Plan and committed to implementing strategies to identify and maximize participation for small, DBE, local, and veteran-owned small businesses to support future tasks. Additionally, DBE participation for the federal share of the agreement will be counted towards the Authority's overall DBE goal.

## **Prepared by:**

Sjohnna Knack  
Director, Planning, Noise, & Environment

RESOLUTION NO. 2024-0061

A RESOLUTION OF THE BOARD OF THE SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY APPROVING AND AUTHORIZING THE PRESIDENT/CEO TO NEGOTIATE AND EXECUTE AN ON-CALL ENVIRONMENTAL CONSULTING SERVICES AGREEMENT WITH C&S ENGINEERS, INC. FOR A TERM OF THREE (3) YEARS, WITH THE OPTION FOR TWO (2) ONE-YEAR EXTENSIONS, FOR A MAXIMUM AMOUNT NOT TO EXCEED \$2,000,000 TO PROVIDE TECHNICAL SERVICES ASSOCIATED WITH ENVIRONMENTAL AND SUSTAINABILITY PROJECTS AT SAN DIEGO INTERNATIONAL AIRPORT AND AUTHORIZE THE PRESIDENT/CEO TO AWARD AN AGREEMENT TO THE NEXT RANKED PROPSEER IF NEGOTIATIONS WITH C&S ARE UNSUCCESSFUL

**WHEREAS**, the San Diego County Regional Airport Authority (Authority) is committed to developing and operating San Diego International Airport (SAN) in a sustainable manner as outlined in its Policy 8.31; and

**WHEREAS**, numerous environmental sustainability initiatives are being implemented at SAN in partnership with airlines, concessions, ground transportation operators, and other business partners; and

**WHEREAS**, these initiatives span air quality and carbon management (including annual certification via the Airport Carbon Accreditation program), energy conservation and management, water conservation and management, transportation electrification and the use of alternative fuel vehicles, sustainable infrastructure design and management, climate resilience, and annual sustainability reporting; and

**WHEREAS**, on-call environmental consulting services will allow for immediate access to highly skilled individuals to perform technical and specialized tasks related to these environmental sustainability initiatives; and

**WHEREAS**, on April 17, 2024, the Authority issued a Request for Proposals (RFP) from qualified firms to provide environmental consulting services and seven (7) proposals were subsequently received on May 7, 2024; and

**WHEREAS**, an Evaluation Panel, comprised of representatives from the Authority's Planning, Noise, & Environment Department, Business Intelligence, and Capital Financial Planning ranked the qualified firms based on (1) organizational structure, experience, and sustainability; (2) project manager; (3) proposed work plan and approach/methodology; (4) proposed fees/cost to Authority, and (5) inclusionary approach and outreach; and

**WHEREAS**, the Evaluation Panel invited four Respondents (C&S Engineers, Inc., CDM Smith Inc., Mead & Hunt Inc., and NORESKO, LLC) to interview on June 3, 2024 and, as a result of the interviews, selected C&S Engineers, Inc. as the top ranked firm.

**NOW, THEREFORE, BE IT RESOLVED** that the Board hereby approves and authorizes the President/CEO to negotiate and execute an On-Call Environmental Consulting Services agreement with C&S Engineers, Inc. for a term of three years, with the option for two one-year extensions, for a maximum amount not to exceed \$2,000,000 to provide technical services associated with the Airport Authority's environmental and sustainability projects at San Diego International Airport; and

**BE IT FURTHER RESOLVED** that to enter into an agreement with the top-ranked firm, staff will negotiate the scope of work and billing rates; and

**BE IT FURTHER RESOLVED** that if staff cannot reach an agreement with the top-ranked firm, staff will then enter negotiations with the next ranked firm until a scope and billing rates are achieved to the satisfaction of the Authority and the Consultant(s); and

**BE IT FURTHER RESOLVED** that the Board authorizes the President/CEO to award an agreement to the next ranked firm and establish an agreement with that firm under the same terms and conditions described herein; and

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

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

**BE IT FURTHER RESOLVED** that the Board finds that this action is not a “development” as defined by the California Coastal Act (California Public Resources Code §30106); and

**BE IT FURTHER RESOLVED** that the Board finds that this action is not a project that involves additional approvals or actions by the Federal Aviation Administration (“FAA”) and, therefore, no formal review under the National Environmental Policy Act (“NEPA”) is required.

**PASSED, ADOPTED, AND APPROVED** by the Board of the San Diego County Regional Airport Authority at a regular meeting this 11<sup>th</sup> day of July, 2024, by the following vote:

**AYES:** Board Members:

**NOES:** Board Members:

**ABSENT:** Board Members:

**ATTEST:**

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SHAWNA MORALES  
ASSISTANT AUTHORITY CLERK II

**APPROVED AS TO FORM:**

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AMY GONZALEZ  
GENERAL COUNSEL

## Staff Report

**Meeting Date:** July 11, 2024

**Subject:**

**Approve and Authorize the President/CEO to Award a Purchase Order for Microsoft Enterprise License Agreement**

**Recommendation:**

Adopt Resolution No. 2024-0062, approving and authorizing the President/CEO to award a purchase order to Insight Public Sector for a three-year term, in an amount not-to-exceed \$1,542,662.25 for the purchase of Microsoft software licenses.

**Background/Justification:**

On May 3, 2024, the Authority issued a Request for Quote (“RFQ”) for consortium/cooperative pricing for Microsoft Enterprise Agreement for the purchase of Microsoft software licenses. The RFQ was sent to 6 vendors requesting their participation in providing a bid for a 3-year renewal of the Microsoft Enterprise Agreement for a term of August 1, 2024 through July 31, 2027. A fee schedule was included in the request for the participants to fill out and provide open market pricing as well as consortium pricing for Microsoft Office 365 E3 Suite, Audio Conferencing, Azure, Power BI, Teams Phone with Calling, Teams Room Pro (Yealink), Windows Remote Desktop and Server Licenses.

**Submitted Bids:**

The Authority received three (3) bids on June 6, 2024. The following three (3) bids were evaluated:

1. Insight Public Sector, Inc.
2. Zones, LLC.
3. Kambrian Corporation



**Bid Analysis:**

The Bid Request identified fourteen (14) Microsoft software licenses for which pricing/discounts were requested. Bid results were compiled and Respondent’s pricing/discounts were compared for the licenses for which a response was provided.

<b>Vendor</b>	<b>3-year Total</b>
Insight	\$1,026,662.25
Zones	\$1,028,193.72
Kambrian	\$1,103,081.85

Insight Public Sector was identified as a cooperative/consortium agreement participant. Authority Policy 5.04 permits participation in cooperative procurement arrangements for the purchase of supplies, materials, equipment, information technology or services if: (1) a public competitive selection process was used to secure the underlying contracts for goods, supplies, equipment, information technology services public projects or maintenance work with the lead public agency; (2) the Authority has identified a need for the supplies, materials, equipment, information technology services public projects or maintenance work; (3) a copy of the agreement or other written proof is secured by the Authority reflecting that a public competitive process was used; and (4) it is determined by the President/CEO or his or her designee to be in the best interest of the Authority to use the alternative contracting method. The cooperative/consortium agreement complies with the provisions of Authority Policy 5.04 and the pricing offered under this cooperative/consortium agreement is the lowest price available as a result of pooling the purchasing power of multiple government entities. Staff believes it is in the best interest of the Authority to utilize the pricing offered under this cooperative/consortium agreement.

Staff requests the Board approve and authorize the President/CEO to execute a Purchase Order for Microsoft Enterprise License Agreement to Insight Public Sector for a three-year term, in an amount not-to-exceed \$1,542,662.25 for the purchase of Microsoft software licenses. The additional \$516,000 which is included in the total not-to-exceed amount is needed for future Microsoft project implementations that will require the purchase of new licenses for the implementation of SharePoint, CoPilot and Azure within the term of the agreement.

## Fiscal Impact:

Adequate funding for this Agreement with Insight Public Sector, Inc. is included in the adopted FY 2025 and conceptually approved FY 2026 Operating Expenses Budgets within the Equipment Rentals and Repairs line item. Expenses that will impact budget years that have not been adopted/approved by the Board will be included in future year budget requests.

## Authority Strategies/Focus Areas:

This item supports one or more of the following (*select at least one under each area*):

### Strategies

- Community Strategy    Customer Strategy    Employee Strategy    Financial Strategy    Operations Strategy

### Focus Areas

- Advance the Airport Development Plan    Transform the Customer Journey    Optimize Ongoing Business

## 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.
- C. NEPA: This Board action is not a project that involves additional approvals or actions by the Federal Aviation Administration ("FAA") and, therefore, no formal review under the National Environmental Policy Act ("NEPA") is required.

## **Application of Inclusionary Policies:**

The Authority has the following inclusionary programs/policy: a Disadvantaged Business Enterprise (DBE) Program, an Airport Concession Disadvantaged Business Enterprise (ACDBE) Program and Policy 5.12. These programs/policies are intended to promote the inclusion of small, local, service disabled/veteran owned small businesses, historically underrepresented businesses and other business enterprises, on all contracts.

This contract does not utilize federal funds and utilized Policy 5.04 Cooperative Purchasing. Authority Policy 5.04 permits the Authority to use competitively awarded purchasing contracts of other public agencies. Since Policy 5.04 was used to take advantage of economies of scale, none of the above programs/policies were used in the procurement process.

## **Prepared by:**

Jessica Bishop  
Director, Information & Technology Services

RESOLUTION NO. 2024-0062

A RESOLUTION OF THE BOARD OF THE SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY APPROVING AND AUTHORIZING THE PRESIDENT/CEO TO AWARD A PURCHASE ORDER TO INSIGHT PUBLIC SECTOR FOR A THREE-YEAR TERM IN AN AMOUNT NOT-TO-EXCEED \$1,542,662.25 FOR THE PURCHASE OF MICROSOFT SOFTWARE LICENSES

**WHEREAS**, the Authority has the need for the acquisition of Microsoft Software licensing; and

**WHEREAS**, on May 3, 2024, the Authority issued a Request for Quote (RFQ) for consortium/cooperative pricing for Microsoft Enterprise Agreement for the purchase of Microsoft software licenses; and

**WHEREAS**, the RFQ was sent to 6 vendors requesting their participation in providing a bid for a 3-year renewal of the Microsoft Enterprise Agreement for a term of August 1, 2024 through July 31, 2027; and

**WHEREAS**, the Authority received 3 responses to the RFQ, of which all were responsive; and

**WHEREAS**, the RFQ identified fourteen (14) Microsoft software licenses for which pricing/discounts were requested; and

**WHEREAS**, Insight Public Sector, a cooperative/consortium agreement participant, provided the lowest price for the requested software licenses; and

**WHEREAS**, Authority Policy 5.04 permits the Authority to use competitively awarded purchasing contracts of other public agencies for the acquisition of computer equipment, software, software licensing and maintenance and peripherals if : (1) a public competitive selection process was used to secure the underlying contracts for goods, supplies, equipment, information technology services public projects or maintenance work with the lead public agency; (2) the Authority has identified a need for the supplies, materials, equipment, information technology services public projects or maintenance work; (3) a copy of the agreement or other written proof is secured by the Authority reflecting that a public competitive process was used; and (4) it is determined by the President/CEO or his or her designee to be in the best interest of the Authority to use the alternative contracting method the following; and

**WHEREAS**, the cooperative/consortium agreement used by Insight Public Sector met all of the requirements of Authority Policy 5.04 and the Board finds it in the best interest of the Authority to use the cooperative/consortium pricing for the purchase of Microsoft software licenses.

**NOW, THEREFORE, BE IT RESOLVED** that the Board hereby approves the award of a purchase order to Insight Public Sector for the purchase of Microsoft software licenses in an amount not to exceed \$1,542,662.25; and

**BE IT FURTHER RESOLVED** that the Board authorizes the President/CEO or her designee to execute a purchase order with Insight Public Sector, for a term of three years, in a combined amount not-to-exceed \$1,542,662.25 for the purchase of Microsoft software licenses; and

**BE IT FURTHER RESOLVED** that the Authority and its officers, employees, and agents hereby are authorized, empowered, and directed 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 action is not a "project" as defined by the California Environmental Quality Act ("CEQA") (California Public Resources Code §21065); and

**BE IT FURTHER RESOLVED** that the Board finds that this action is not a “development” as defined by the California Coastal Act (California Public Resources Code §30106); and

**BE IT FURTHER RESOLVED** that the Board finds that this action is not a project that involves additional approvals or actions by the Federal Aviation Administration (“FAA”) and, therefore, no formal review under the National Environmental Policy Act (“NEPA”) is required.

**PASSED, ADOPTED, AND APPROVED** by the Board of the San Diego County Regional Airport Authority at a regular meeting this 11<sup>th</sup> day of July, 2024, by the following vote:

**AYES:** Board Members:

**NOES:** Board Members:

**ABSENT:** Board Members:

**ATTEST:**

---

SHAWNA MORALES  
ASSISTANT AUTHORITY CLERK II

**APPROVED AS TO FORM:**

---

AMY GONZALEZ  
GENERAL COUNSEL

## Staff Report

**Meeting Date:** July 11, 2024

**Subject:**

**Approve and Authorize the President/CEO to Execute a Purchase Order for the Procurement of a Mobile Charging System for Electric Ground Support Equipment**

### Recommendation:

Adopt Resolution No. 2024-0063, approving and authorizing the President/CEO to execute a purchase order with Averest Incorporated in an amount not to exceed \$1,929,000 for the procurement of three mobile charging systems for electric ground support equipment to be used by the cargo operators.

### Background/Justification:

The San Diego County Regional Airport Authority's (Authority) Sustainability Management Program outlines a framework for advancing and measuring the environmental sustainability progress. One of these plans includes a Clean Transportation Plan which provides the strategy and plan for managing various ground transportation issues at the San Diego International Airport. An initiative of the Clean Transportation Plan is to support the conversion of ground support equipment (GSE) to electric GSE (eGSE) and provide charging infrastructure at all gates.

In addition to the initiative in the Clean Transportation Plan, the Authority's Mitigation Monitoring and Reporting Program (MMRP) required by the Environmental Impact Report (EIR) related to development of the Airport Authority's new Terminal 1 contains a measure to convert to eGSE. The mitigation measure MMAQ/GHG-1 states "all baggage tugs, belt loaders, lifts, pushback tractors, and utility carts at SDIA that are owned and operated by airlines and their ground handling contractors to service aircraft, shall be transitioned to alternative fuels (i.e., electric, natural gas, renewable diesel, biodiesel) by 2024."

In support of the Clean Transportation Plan and the MMRP, the Authority seeks to provide alternative fuel infrastructure in the form of eGSE charging infrastructure for operators at the Airport. Airlines have been provided with infrastructure at the existing terminal facilities at various locations near gates, and new Terminal 1 facilities will have eGSE charging infrastructure. However, the cargo carriers on the north side of the airport do not have access to gate charging. To provide the cargo carriers the ability to charge their eGSE, the Authority is seeking a mobile charging solution to maximize flexibility for where eGSE are charged and to avoid installing fixed charging equipment in areas planned for other near-term development.

The Authority applied for a Federal Aviation Administration (FAA) grant to procure a flexible solution integrating mobile battery storage systems and eGSE chargers. A grant was awarded to the Authority in the amount of \$1,446,750 to purchase three (3) towable integrated carts containing eGSE chargers and battery storage and will provide a minimum of twenty (20) eGSE charging ports for the cargo carriers. These charging ports will provide a solution for the current gap in eGSE charging for cargo carriers.

A Request for Bids (RFB) was advertised on April 23, 2024, and bids were opened on May 15, 2024. The following bids were received:

<b>Company</b>	<b>Total Bid</b>
Averest Incorporated	<b>\$1,929,000</b>
Moxion Power Co.	\$810,000*
Oshkosh Aerotech, LLC.	\$1,108,458*

Engineer's Estimate: \$1,800,000

\*Both Moxion Power Co. and OshKosh Aerotech, LLC.'s bids were considered non-responsive as they did not include pricing for all components of the mobile charging units. The low bid of \$1,929,000 is considered responsive and Averest Incorporated is considered responsible. Issuance of a purchase order to Averest Incorporated is, therefore, recommended in the amount of \$1,929,000.

### **Fiscal Impact:**

Adequate funds for the Purchase Order with Averest Incorporated are included within the Board approved FY2025-FY2029 Capital Program Budget in Project No. 104252 Northside Utility Infrastructure. Sources of funding for this project include Airport Cash and Airport Improvement Program Grants.



## Authority Strategies/Focus Areas:

This item supports one or more of the following (*select at least one under each area*):

### Strategies

- Community Strategy  Customer Strategy  Employee Strategy  Financial Strategy  Operations Strategy

### Focus Areas

- Advance the Airport Development Plan  Transform the Customer Journey  Optimize Ongoing Business

## 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.
- C. NEPA: This Board action is not a project that involves additional approvals or actions by the Federal Aviation Administration ("FAA") and, therefore, no formal review under the National Environmental Policy Act ("NEPA") is required.

## Application of Inclusionary Policies:

The Authority has the following inclusionary programs/policies: a Disadvantaged Business Enterprise (DBE) Program, an Airport Concession Disadvantaged Business Enterprise (ACDBE) Program, and Policy 5.12. These programs/policy are intended to promote the inclusion of small, local, service disabled/veteran owned small businesses, historically underrepresented businesses, and other business enterprises, on all contracts. Only one of the programs/policy named above can be used in any single contracting opportunity.

The Authority's DBE Program, as required by the U.S. Department of Transportation, 49 Code of Federal Regulations (CFR) Part 26, calls for the Authority to submit a triennial overall goal for DBE participation on all federally-funded projects. When federal funds are utilized, the Authority is prohibited from using a program that provides a preference such as those used in Policy 5.12. Therefore, the Authority must utilize other means as provided in the DBE Plan to achieve participation.

This project utilizes federal funds; therefore, it will be applied toward the Authority's overall DBE goal. Averest Incorporated did not propose any DBE participation in the purchase of this equipment.

**Prepared by:**

Sjohnna Knack  
Director, Planning, Noise, & Environment

RESOLUTION NO. 2024-0063

A RESOLUTION OF THE BOARD OF THE SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY TO APPROVE AND AUTHORIZE THE PRESIDENT/CEO TO EXECUTE A PURCHASE ORDER FOR THE PROCUREMENT OF A MOBILE CHARGING SYSTEM FOR ELECTRIC GROUND SUPPORT EQUIPMENT

**WHEREAS**, the San Diego County Regional Airport Authority's (Authority) Sustainability Management Program outlines a framework for advancing and measuring the environmental sustainability progress; and

**WHEREAS**, one of these plans includes a Clean Transportation Plan that provides the strategy and plan for managing various ground transportation issues at the San Diego International Airport; and

**WHEREAS**, the Authority's Mitigation Monitoring and Reporting Program (MMRP) required by the Environmental Impact Report (EIR) related to development of the new Terminal 1 contains a measure for airlines and other ground handling contractors to transition ground support equipment (GSE) to alternative fuels; and

**WHEREAS**, in support of the Clean Transportation Plan and the MMRP, the Authority seeks to provide electric GSE (eGSE) charging infrastructure for operators at the Airport; and

**WHEREAS**, the cargo carriers are on the north side of the airport do not have access to gate charging; and

**WHEREAS**, the Authority is seeking a mobile charging solution to maximize flexibility for where eGSE are charged and to avoid installing fixed charging equipment in areas planned for other near-term development; and

**WHEREAS**, the Authority applied for a Federal Aviation Administration (FAA) grant to procure a flexible solution integrating mobile battery storage systems and eGSE chargers; and

**WHEREAS**, a grant was awarded to the Authority in the amount of \$1,446,750 to purchase three (3) towable integrated carts containing eGSE chargers and battery storage that provide a minimum of twenty (20) eGSE charging ports for the cargo carriers; and

**WHEREAS**, these charging carts will provide a solution for eGSE charging for cargo carriers; and

**WHEREAS**, a Request for Bids (RFB) was advertised on April 23, 2024, and three bids were opened on May 15, 2024; and

**WHEREAS**, two bids were considered non-responsive as they did not include pricing for all components of the mobile charging units; and

**WHEREAS**, a low bid of \$1,929,000 was submitted by Averest Incorporated and Averest Incorporated was found to be responsive and responsible.

**NOW, THEREFORE, BE IT RESOLVED** that the Authority Board hereby authorizes the President/CEO to execute a Purchase Order to procure three (3) eGSE charging carts from Averest Incorporated in an amount of \$1,929,000; and

**BE IT FURTHER RESOLVED** that the President/CEO or designee hereby is authorized, upon approval as to form by the General Counsel, to execute and deliver such a Purchase Order; and

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

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

**BE IT FURTHER RESOLVED** that the Board finds that this action is not a “development” as defined by the California Coastal Act (California Public Resources Code §30106); and

**BE IT FURTHER RESOLVED** that the Board finds that this action is not a project that involves additional approvals or actions by the Federal Aviation Administration (“FAA”) and, therefore, no formal review under the National Environmental Policy Act (“NEPA”) is required.

**PASSED, ADOPTED, AND APPROVED** by the Board of the San Diego County Regional Airport Authority at a regular meeting this 11<sup>th</sup> day of July 2024, by the following vote:

**AYES:** Board Members:

**NOES:** Board Members:

**ABSENT:** Board Members:

**ATTEST:**

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SHAWNA MORALES  
ASSISTANT AUTHORITY CLERK II

**APPROVED AS TO FORM:**

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AMY GONZALEZ  
GENERAL COUNSEL

## Staff Report

**Meeting Date: July 11, 2024**

**Subject:**

**Approve the Continuation of a Short-Term Borrowing Program to Provide an Interim Funding Source for the New T1 and Other Capital Projects**

**Recommendation:**

Forward to Board with a Recommendation to Adopt Resolution No. 2024-0064 (1) approving the continuation of a Short-Term Borrowing Program in an aggregate principal amount not to exceed \$200,000,000 outstanding at any one time to provide an interim funding source for the New T1 and other capital projects; (2) authorizing the President/CEO (or such other Designated Officer) to negotiate and execute an Amended and Restated Revolving Credit Agreement with Bank of America, N.A.; and (3) approving the forms of a Tenth Supplemental Subordinate Trust Indenture, an AMT Note, a Non-AMT Note and a Taxable Note and all related documentation and certain related matters.

**Background/Justification:**

The Authority currently maintains a \$200,000,000 short-term borrowing program, provided by Bank of America. The purpose of the program is to provide an interim capital funding source and, if required, to provide a variable rate component to the Authority's debt portfolio.

Finance staff has determined that it is necessary to continue to maintain the short-term borrowing program to provide an interim capital funding source during the construction of the New T1. Staff estimates that the required short-term borrowing capacity needed during the on-going construction of the New T1 will be \$200,000,000. This includes consideration of:

- Interim funding of the New T1 between bond issuance or if the Authority is unable to access the financial markets on a timely basis.
- Potential interim funding of other projects included in the FY25-FY29 Capital Improvement Plan.
- Preservation of Authority liquidity metrics.

Meeting Date: July 11, 2024

A Request for Proposals (“RFP”) for a short-term borrowing facility was issued in March 2024. 16 firms viewed the RFP, and 4 proposals were received on April 24, 2023. One proposal was found non-responsive.

All three responsive firms were invited to interview on June 4, 2024. The Respondents who were interviewed were asked to respond to a specific list of questions prepared by the evaluation panel, which targeted the evaluation criteria presented in the RFP. The panelists' final rankings are presented below:

Final Rankings	Panelist 1	Panelist 2	Panelist 3	Panelist 4	Panelist 5	Total	Rank
Bank of America	1	1	1	1	1	5	1
JP Morgan Chase	3	3	3	3	3	15	3
PNC Bank	2	2	2	2	2	10	2

Combined Final Scores	SB	Local	Vet.	Cost	Credit Quality	Term. Fee	Authority's Standard Credit Agreement	Additional Provisions	Total
Bank of America	0	0	0	2750	250	750	800	200	4750
JP Morgan Chase	0	0	0	1925	250	750	800	200	3925
PNC Bank	0	0	0	2475	250	750	800	150	4425

Since Bank of America was the highest-ranked respondent and is also currently the provider of the Authority's short-term borrowing facility, Authority staff intend to amend and restate the existing Revolving Credit Agreement (Revolver) rather than create a new agreement with Bank of America. The Revolver will be a Subordinate Obligation (as defined in the Master Subordinate Indenture) of the Authority.

Principal Agreed Terms:

- Capacity: \$200,000,000
- Tax Exempt pricing: 80% Daily SOFR+ 61 basis points (BPS) spread.
- Taxable pricing: Daily SOFR + 62 BPS spread.
- Unutilized Pricing: up to 65% utilization 30 BPS. Greater than 65% utilization zero (0) BPS
- Three-year term

(**SOFR** is an Index maintained by Federal Reserve Bank of New York and is a measure of short-term US Treasury securities rates)

Documents Provided to the Board for its approval:

Amended and Restated Revolving Credit Agreement (Exhibit A)– The Amended Revolving Credit Agreement sets forth key terms, including the three-year term, \$200 million commitment, the Authority's payment obligations and the security and pledge of subordinate net revenues. The agreement also defines other obligations of the Authority including the covenants and representations of the Authority and the events of default and related contractual remedies.

Tenth Supplemental Subordinate Indenture (Exhibit B)- The Tenth Supplemental Subordinate Trust Indenture, which will be entered into by and between the Authority and the Subordinate Trustee (US Bank), is the financing document that will set forth the general terms of the AMT Note, the Non-AMT Note and the taxable note, the pledge of subordinate net revenues to repay any obligations arising under the Amended Revolving Credit Agreement, and the establishment of certain funds and accounts.

AMT Note/Non-AMT Note/Taxable Note –(Exhibit C) The AMT Note, the Non-AMT Note, and the Taxable Note are promissory notes to be executed by the Authority, which will evidence the Authority's payment obligations to Bank of America, N.A., under the Revolving Credit Agreement and the Tenth Supplemental Subordinate Indenture.

Upon adoption of the attached Resolution No. 2024-0064, the Board will be approving the following:

1.Short-Term Borrowing Program

The continuation of a Short-Term Borrowing Program, in an aggregate principal amount not to exceed \$200,000,000 outstanding at any one time, to provide an interim funding source for the New T1 and other Board approved capital projects.

2. Amended and Restated Revolving Credit Agreement

Authorization for the President/CEO (or such other Designated Officer named in the Resolution) to execute an Amended Revolving Credit Agreement with Bank of America, N.A.,

3. Tenth Supplemental Subordinate Indenture

Authorization for the President/CEO (or such other Designated Officer named in the Resolution) to execute the Tenth Supplemental Subordinate Indenture with U.S. Bank

4 . AMT Note, Non-AMT Note, and Taxable Note

Authorization for the President/CEO (or such other Designated Officer named in the Resolution) to execute the AMT Note, Non-AMT Note, and Taxable Note.

## **Fiscal Impact:**

The Short-Term Borrowing Program will provide short-term debt financing for the New T1 and future capital projects. The cost of issuance for the program is included in the FY 2025 Approved Budget as part of the Interest expense line item. Fees and Interest expense of the Revolver will be capitalized as Financing costs of the projects the Revolver funds and are included in the Authority's Plan of Finance. These financing costs will be expensed as Debt Service costs over the life of the projects and form part of the Interest expense line item in future budget requests.



**Authority Strategies/Focus Areas:**

This item supports one or more of the following (*select at least one under each area*):

**Strategies**

- Community Strategy    Customer Strategy    Employee Strategy    Financial Strategy    Operations Strategy

**Focus Areas**

- Advance the Airport Development Plan    Transform the Customer Journey    Optimize Ongoing Business

**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.
- C. NEPA: This Board action is not a project that involves additional approvals or actions by the Federal Aviation Administration (“FAA”) and, therefore, no formal review under the National Environmental Policy Act (“NEPA”) is required.

**Application of Inclusionary Policies:**

The Authority has the following inclusionary programs and policy: a Disadvantaged Business Enterprise (DBE) Program, an Airport Concession Disadvantaged Business Enterprise (ACDBE) Program and Policy 5.12. These programs and policy are intended to promote the inclusion of small, local, service disabled/veteran owned small businesses, historically underrepresented businesses and other business enterprises, on all contracts. Only one of the programs or policy named above can be used in any single contracting opportunity.

This contract does not utilize federal funds and provides limited opportunities for sub-contractor participation; therefore, at the option of the Authority, Policy 5.12 was applied to promote the participation of qualified small businesses, service disabled/veteran owned small businesses, and local businesses. Policy 5.12 provides a preference of up to seven percent (7%) in the award of selected Authority contracts.

# Staff Report

Meeting Date: July 11, 2024

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In accordance with Policy 5.12, the recommended firm Bank of America did not receive small business, local business, and service disabled/veteran owned small business preference.

## **Prepared by:**

Scott Brickner  
Vice President, Chief Financial Officer/Treasurer

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AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT

dated as of July [ ], 2024

by and between

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

and

BANK OF AMERICA, N.A.

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## AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT

This AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT, dated as of July [ ], 2024 (this “*Agreement*”), is entered into by and between the SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY, a local government entity of regional government with jurisdiction extending throughout the County of San Diego, organized and existing under the laws of the State of California (the “*Authority*”) and BANK OF AMERICA, N.A. and its successors and permitted assigns (the “*Lender*”).

### RECITALS

WHEREAS, the Authority wishes to obtain revolving lines of credit (the “*Lines of Credit*”) from the Lender hereunder and the Lender is willing, upon the terms and subject to the conditions set forth below, to provide the Lines of Credit to the Authority to pay Costs of a Project (as defined herein), costs of issuance in connection with this Agreement or for any other purpose permitted under the Act (as defined herein) and/or the Subordinate Trust Indenture (as defined herein); and

WHEREAS, all obligations of the Authority to repay the Lender for extensions of credit made by the Lender under the Lines of Credit and to pay all other amounts payable to the Lender arising under or pursuant to this Agreement or the promissory notes to be issued to the Lender hereunder are created under and will be evidenced by this Agreement and such promissory notes and will be secured by a pledge of and lien on Subordinate Net Revenues (as defined herein), all in accordance with the terms and conditions hereof;

NOW, THEREFORE, in consideration of the foregoing Recitals and other consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lender to extend to the Authority the Lines of Credit, the Authority and the Lender hereby agree as follows:

### ARTICLE I

#### DEFINITIONS

*Section 1.1. Definitions.* In addition to the terms defined in the recitals and elsewhere in this Agreement and the Subordinate Trust Indenture, the following terms shall have the following meanings:

“*Act*” means § 170000 *et seq.* of the California Public Utilities Code, as amended from time to time.

“*Advance*” means a Revolving Loan requested by the Authority under the AMT Loan Commitment, the Non-AMT Loan Commitment or the Taxable Loan Commitment, as applicable, and the terms hereof for the payment of Costs of a Project, costs of issuance in connection with this Agreement or for any other purpose permitted under the Act and/or the Subordinate Trust Indenture.



*“Advance Date”* means the date on which the Lender honors a Request for Advance and makes the funds requested available to the Authority.

*“Affiliate”* means, as to any Person, a corporation, partnership, association, agency, authority, instrumentality, joint venture, business trust or similar entity organized under the laws of any state that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

*“Agreement”* means this Amended and Restated Revolving Credit Agreement, as the same may be amended from time to time.

*“Airport System”* has the meaning set forth in the Master Subordinate Trust Indenture.

*“Amortization End Date”* means the earliest to occur of (A) the first (1st) anniversary of the Conversion Date; (B) the seventh (7th) day immediately succeeding an Event of Default specified in Section 10.1(a)(i), 10.1(a)(ii), 10.1(d)(i), 10.1(d)(ii), 10.1(e)(i), 10.1(e)(ii), 10.1(g) or 10.1(j) hereof; (C) the one hundred eightieth (180th) day immediately succeeding the date on which the Lender has notified the Authority of an acceleration of the Obligations following any Event of Default specified in Section 10.1(a)(iii), 10.1(b), 10.1(c), 10.1(d)(iii), 10.1(e)(iii), 10.1(f), 10.1(h), 10.1(i), 10.1(k) and 10.1(l) hereof; and (D) the day any other holder or credit enhancer of Debt secured by a Lien or charge on Subordinate Net Revenues or any counterparty under any Swap Contract related thereto causes any such Debt or obligations under such Swap Contract or any other obligations of the Authority to become immediately due and payable.

*“Amortization Payment”* has the meaning set forth in Section 4.5 hereof.

*“Amortization Payment Date”* means (a) the Initial Amortization Payment Date and each three-month anniversary of the Initial Amortization Payment Date occurring thereafter which occurs prior to the Amortization End Date and (b) the Amortization End Date.

*“Amortization Period”* has the meaning set forth in Section 4.5 hereof.

*“AMT Loan”* and *“AMT Loans”* means individually and collectively, AMT Revolving Loans and AMT Term Loans.

*“AMT Loan Commitment”* means, on any date, an initial amount equal to \$200,000,000 and thereafter such initial amount adjusted from time to time as follows: (a) downward in an amount equal to any Advance or any Revolving Loan in respect of such Advance made to the Authority under the AMT Loan Commitment and/or the Non-AMT Loan Commitment and/or the Taxable Loan Commitment, as applicable; (b) upward in an amount equal to the principal amount of any Revolving Loan under the AMT Loan Commitment and/or the Non-AMT Loan Commitment and/or the Taxable Loan Commitment, as applicable, that is repaid or prepaid in the manner provided herein; (c) downward in an amount equal to any reduction thereof effected pursuant to Section 2.7 or 10.2(a)(i) hereof; and (d) downward to zero upon the expiration or termination of the Available Commitment in accordance with the terms hereof; *provided*, that,

after giving effect to any of the foregoing adjustments the AMT Loan Commitment shall never exceed \$200,000,000 at any one time.

“*AMT Note*” has the meaning set forth in Section 3.2(b) hereof.

“*AMT Revolving Loan*” means any Revolving Loan identified by the Authority in a Request for Advance as an “AMT Revolving Loan.”

“*AMT Term Loan*” means an AMT Revolving Loan that is converted to a Term Loan pursuant to the terms of Section 4.1 hereof.

“*Anti-Terrorism Laws*” has the meaning set forth in Section 7.25 hereof.

“*Applicable Authority*” means with respect to SOFR, the SOFR Administrator or any Governmental Authority having jurisdiction over the Lender or the SOFR Administrator with respect to its publication of SOFR, in each case acting in such capacity.

“*Applicable Factor*” means, (i) for Taxable Loans, 100% and (ii) for Tax-Exempt Loans, 80%.

“*Applicable Law*” means (i) all applicable common law and principles of equity and (ii) all applicable provisions of all (A) constitutions, statutes, rules, regulations and orders of all governmental and non-governmental bodies, (B) Governmental Approvals and (C) orders, decisions, judgments and decrees of all courts (whether at law or in equity) and arbitrators.

“*Approving Opinion*” means, with respect to any action or matter that may affect a Tax-Exempt Loan, an opinion delivered by Bond Counsel to the effect that such action (i) is permitted by this Agreement and the other Related Documents and (ii) will not adversely affect the exclusion of interest on any Tax-Exempt Loan from gross income of the Lender or any Participant for purposes of federal income taxation.

“*Authority*” means San Diego County Regional Airport Authority, a local government entity of regional government, created pursuant to and existing under the laws of the State.

“*Authority Rating*” means the long-term unenhanced rating (without regard to any bond insurance policy or credit enhancement) assigned by Moody’s, Fitch or S&P to the Subordinate Obligations.

“*Authorized Authority Representative*” has the meaning set forth in the Master Subordinate Trust Indenture.

“*Available Commitment*” means, on any date, an initial amount equal to \$200,000,000 and thereafter such initial amount adjusted from time to time as follows: (a) downward in an amount equal to any Advance or any Revolving Loan in respect of such Advance made to the Authority under the AMT Loan Commitment and/or the Non-AMT Loan Commitment and/or the Taxable Loan Commitment, as applicable; (b) upward in an amount equal to the principal amount of any

Revolving Loan under the AMT Loan Commitment and/or the Non-AMT Loan Commitment and/or the Taxable Loan Commitment, as applicable, that is repaid or prepaid in the manner provided herein; (c) downward in an amount equal to any reduction thereof effected pursuant to Section 2.7 or Section 10.2(a)(i) hereof; and (d) downward to zero upon the expiration or termination of the Available Commitment in accordance with the terms hereof; *provided, that*, after giving effect to any of the foregoing adjustments the Available Commitment shall never exceed \$200,000,000 at any one time.

“*Bank Agreement*” means any credit agreement, bond purchase agreement, liquidity agreement or other agreement or instrument (or any amendment, supplemental or modification thereto) entered into by the Authority with any Person, directly or indirectly, or otherwise consented to by the Authority, under which any Person or Persons undertakes to make loans, extend credit or liquidity to the Authority in connection with, or purchase on a private placement basis, any Debt secured by or payable from Net Revenues or Subordinate Net Revenues.

“*Bankruptcy Code*” means the federal Bankruptcy Code of 1978, as it may be amended from time to time (Title 11 of the United States Code), and any successor statute thereto.

“*Base Rate*” means, for any day, a fluctuating rate of interest per annum equal to the greatest of (i) the Prime Rate in effect at such time *plus* one percent (1.00%), (ii) the Federal Funds Rate in effect at such time *plus* two percent (2.00%), and (iii) seven percent (7.00%).

“*Board*” has the meaning set forth in the Master Subordinate Trust Indenture.

“*Bond Counsel*” means Kutak Rock LLP or such other counsel of recognized national standing in the field of law relating to municipal bonds and the exemption from federal income taxation of interest thereon, appointed and paid by the Authority.

“*Business Day*” means any day other than (a) a Saturday, Sunday, or other day on which commercial banks located in the States of New York or California are authorized or required by law or executive order to close; or (b) a day on which the New York Stock Exchange is closed.

“*Change in Law*” means the occurrence, after the Effective Date, of any of the following: (a) the adoption or taking effect of any Law, rule, regulation or treaty, (b) any change in any Law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted or issued.

“*Chief Financial Officer*” means the person at a given time who is the Chief Financial Officer of the Authority (including any person serving in an acting or interim capacity) or such other title as the Board may from time to time assign for such position and the officer or officers succeeding to such position as certified by the Board.

“*Code*” means the Internal Revenue Code of 1986, as amended, and, where appropriate any statutory predecessor or any successor thereto.

“*Commitment*” means the agreement of the Lender pursuant to Section 2.1 hereof to make Advances under the terms hereof for the account of the Authority for the purpose of providing funds to pay Costs of a Project, costs of issuance in connection with this Agreement or for any other purpose permitted under the Act and/or the Subordinate Trust Indenture.

“*Commitment Expiration Date*” means July [ ], 2027, unless extended as provided herein.

“*Commitment Fee*” has the meaning set forth in Section 2.6(a) hereof.

“*Commitment Fee Rate*” means, initially 30 basis points (0.30%), which is subject to maintenance of the current Authority Rating. In the event of a change in the Authority Rating, the Commitment Fee Rate shall equal the number of basis points set forth in the Level associated with the lowest Authority Rating as set forth in the schedule below:

	AUTHORITY RATING			COMMITMENT FEE RATE IF AVAILABLE COMMITMENT ≤ 65% UTILIZED (%)	COMMITMENT FEE RATE IF AVAILABLE COMMITMENT > 65% UTILIZED (%)
	MOODY’S	S&P	FITCH		
Level I	A3 or higher	A- or higher	A- or higher	0.30%	0.00%
Level II	Baa1	BBB+	BBB+	0.50%	0.00%
Level III	Baa2	BBB	BBB	0.70%	0.00%
Level IV	Baa3 and below	BBB- and below	BBB- and below	2.20%	0.00%

Any change in the Commitment Fee Rate resulting from a change in the Authority Rating shall be and become effective as of and on the date of the announcement of the change in the Authority Rating. References to the Authority Rating above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, including, without limitation, any recalibration of the Authority Rating in connection with the adoption of a “*global*” rating scale, each Authority Rating from the Rating Agency in question referred to above shall be deemed to refer to the rating

category under the new rating system which most closely approximates the applicable rating category as currently in effect. The Authority acknowledges that as of the Effective Date the Commitment Fee Rate is that specified above for Level I. In the event that any Rating is withdrawn or otherwise unavailable from any Rating Agency for credit-related reasons, or upon the occurrence and during the continuance of an Event of Default, the Commitment Fee Rate then in effect shall be increased by an additional one hundred fifty (150) basis points (1.50%) from the Commitment Fee Rate otherwise in effect until such rating is restored.

For the avoidance of doubt, for the period commencing on July 1, 2024 to and including July [●], 2024, the applicable Commitment Fee Rate shall have the meaning set for in the definition of “Commitment Fee Rate” in the Existing Agreement, and on and after the Effective Date, Commitment Fee Rate shall have the meaning as set forth above.

“*Conforming Changes*” means, with respect to the use, administration of or any conventions associated with SOFR or any proposed Successor Rate, as applicable, any conforming changes to the definition of Daily SOFR, timing and frequency of determining rates and making payments of interest and other technical, administrative or operational matters (including, for the avoidance of doubt, the definition of Business Day, U.S. Government Securities Business Day, timing of borrowing requests or prepayment, conversion or continuation notices and length of lookback periods) as may be appropriate, in the discretion of the Lender, to reflect the adoption and implementation of such applicable rate, and to permit the administration thereof by the Lender in a manner substantially consistent with market practice (or, if the Lender determines that adoption of any portion of such market practice is not administratively feasible or that no market practice for the administration of such rate exists, in such other manner of administration as the Lender determines is reasonably necessary in connection with the administration of this Agreement and any other Related Document).

“*Conversion Date*” means the date on which a Revolving Loan is converted to a Term Loan pursuant to Article IV hereof.

“*Costs of a Project*” has the meaning set forth in the Master Subordinate Trust Indenture.

“*Daily SOFR*” means, for any day, a fluctuating rate of interest per annum equal to SOFR published on the second (2nd) U.S. Government Securities Business Day preceding such date; *provided, however*, that if such determination date is not a U.S. Government Securities Business Day, then Daily SOFR means such rate that applied on the first U.S. Government Securities Business Day immediately prior thereto, in each case. Any change in Daily SOFR shall be effective from and including the date of such change without further notice. If at any time Daily SOFR is less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

“*Debt*” means, with respect to any Person, without duplication: (a) all indebtedness of such Person for borrowed money (including, but not limited to, amounts drawn under a letter of credit, line of credit or other credit or liquidity facilities or amounts loaned pursuant to a Bank Agreement); (b) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable in the ordinary course of business; (c) all obligations of such Person evidenced by notes, certificates, debentures or similar instruments; (d) all Guarantees

by such Person of Debt of other Persons (each such Guarantee to constitute Debt in an amount equal to the amount of such other Person's Debt guaranteed thereby); (e) all obligations of other Persons secured by a Lien on, or security interest in, any asset of such Person whether or not such obligation is assumed by such Person; (f) all obligations under leases that constitute capital leases for which such Person is liable; and (g) all obligations of such Person under any Swap Contract, in each case, whether such Person is liable contingently or otherwise, as obligor, guarantor or otherwise, or in respect of which obligations such Person otherwise assures a creditor against loss.

*"Default"* means any condition or event which with the giving of notice or lapse of time or both would, unless cured or waived, become an Event of Default.

*"Default Rate"* means, for any day, a fluctuating rate per annum equal to the sum of the Base Rate in effect on such day *plus* four percent (4.00%).

*"Designated Representative"* has the meaning set forth in the Tenth Supplemental Subordinate Trust Indenture.

*"Determination of Taxability"* means and shall be deemed to have occurred on the first to occur of the following:

(i) on the date when the Authority files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;

(ii) on the date when the Lender or any Lender Transferee notifies the Authority that it has received a written opinion by a nationally recognized firm of attorneys with substantial expertise on the subject of tax-exempt municipal finance to the effect that an Event of Taxability shall have occurred unless, within one hundred eighty (180) days after receipt by the Authority of such notification from the Lender or Lender Transferee, the Authority shall deliver to the Lender or such Lender Transferee, as applicable, a ruling or determination letter issued to or on behalf of the Authority by the Commissioner of the Internal Revenue Service or the Director of Tax-Exempt Bonds of the Tax-Exempt and Government Entities Division of the Internal Revenue Service (or any other government official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(iii) on the date when the Authority shall be advised in writing by the Commissioner of the Internal Revenue Service or the Director of Tax-Exempt Bonds of the Tax-Exempt and Government Entities Division of the Internal Revenue Service (or any other government official exercising the same or a substantially similar function from time to time, including an employee subordinate to one of these officers who has been authorized to provide such advice) that, based upon filings of the Authority, or upon any review or audit of the Authority or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(iv) on the date when the Authority shall receive notice from a Lender or any Lender Transferee that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of the Lender or such Lender Transferee the interest on the Tax-Exempt Loans due to the occurrence of an Event of Taxability;

*provided, however*, no Determination of Taxability shall occur under subparagraph (iii) or (iv) hereunder unless the Authority has been afforded the reasonable opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; *provided further*, however, that upon demand from a Lender or a Lender Transferee, the Authority shall promptly reimburse the Lender or such Lender Transferee for any payments, including any taxes, interest, penalties or other charges, the Lender (or Lender Transferee) shall be obligated to make as a result of the Determination of Taxability.

“Dollar” and “\$” mean lawful money of the United States.

“Effective Date” means July [ ], 2024, subject to the satisfaction or waiver by the Lender of the conditions precedent set forth in Section 2.4(a) hereof.

“EMMA” means the Electronic Municipal Market Access system and any successor thereto.

“Environmental Laws” means any and all federal, state, local, and foreign statutes, laws, regulations, ordinances, or rules, and all judgments, orders, decrees, permits, concessions, grants, franchises, licenses, permits, agreements or governmental restrictions relating to air, water or land pollution, wetlands, or the protection of the environment or the release of any materials into the environment, including air, water or land and those related to Hazardous Materials, air emissions and discharges to waste or public systems.

“Environmental Liability” means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Authority directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute of similar import, and regulations thereunder, in each case as in effect from time to time. References to Sections of ERISA shall be construed also to refer to any successor Sections.

“Event of Default” with respect to this Agreement has the meaning set forth in Section 10.1 hereof and, with respect to any other Related Document, has the meaning assigned therein.

*“Event of Taxability”* means (i) a change in Law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the Authority, or the failure to take any action by the Authority, or the making by the Authority of any misrepresentation herein or in any certificate required to be given in connection with any Tax-Exempt Loans) which has the effect of causing interest paid or payable on any Tax-Exempt Loan to become includable, in whole or in part, in the gross income of the Lender or a Lender Transferee for federal income tax purposes or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury (or any other government agency exercising the same or a substantially similar function from time to time), which decree, judgment or action shall be final under applicable procedural Law, in either case, which has the effect of causing interest paid or payable on any Tax-Exempt Loan to become includable, in whole or in part, in the gross income of the Lender or such Lender Transferee for federal income tax purposes, other than for a period during which the Lender or Lender Transferee is or was a “substantial user” of the projects financed or refinanced from proceeds of an AMT Loan or a “related person” for purposes of Section 147(a) of the Code. An Event of Taxability does not include any event, condition or circumstance which results in interest on any AMT Loan being an item of tax preference subject to the federal alternative minimum tax, or any other tax consequences which depend upon the Lender’s or a Lender Transferee’s particular tax status.

*“Excess Interest Amount”* has the meaning set forth in Section 6.5(c) hereof.

*“Executive Director”* has the meaning set forth in the Master Subordinate Trust Indenture.

*“Executive Order”* has the meaning set forth in Section 7.25 hereof.

*“Existing Agreement”* has the meaning set forth in Section 11.13 hereof.

*“Federal Funds Rate”* means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that: (a) if such day is not a Business Day, then the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day; and (b) if no such rate is so published on such next succeeding Business Day, then the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of one-hundredth of one percent) (1/100 of 1%) charged to the Lender on such day on such transactions as determined by the Lender.

*“Fiscal Year”* means the period of time beginning on July 1 of each given year and ending on June 30 of the immediately subsequent year, or such other period designated by the Board as the Authority’s fiscal year.

*“Fitch”* means Fitch Ratings, Inc., and any successor rating agency.



“*FRB*” means the Board of Governors of the Federal Reserve System of the United States, together with any successors thereof.

“*Generally Accepted Accounting Principles*” or “*GAAP*” means generally accepted accounting principles in effect from time to time in the United States and applicable to entities such as the Authority.

“*Governmental Approval*” means an authorization, consent, approval, license, or exemption of, registration or filing with, or report to any Governmental Authority.

“*Governmental Authority*” means the government of the United States or any state or political subdivision thereof or any other nation or political subdivision thereof or any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other Person with authority to bind a party at law.

“*Guarantee*” by any Person means any obligation, contingent or otherwise, of such Person directly or indirectly guaranteeing any Debt or other obligation of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such Person (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation (whether arising by virtue of partnership arrangements, by agreement to keep well, to purchase assets, goods, securities or services, to take or pay, or to maintain financial statement conditions or otherwise) or (b) entered into for the purpose of assuring in any other manner the obligee of such Debt or other obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part).

“*Hazardous Materials*” means (a) any petroleum or petroleum products, flammable substance, explosives, radioactive materials, hazardous waste or contaminants, toxic wastes, substances or contaminants, or any other wastes, contaminants, or pollutants; (b) asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers, or other equipment that contains dielectric fluid containing levels of polychlorinated biphenyls or radon gas; (c) any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “contaminants” or “pollutants,” or words of similar import, under any applicable Environmental Law; (d) any other chemical, material or substance, exposure to which is prohibited, limited, or regulated by any governmental authority; and (e) any other chemical, material or substance which may or could pose a hazard to the environment.

“*Indemnatee*” has the meaning set forth in Section 6.2 hereof.

“*Initial Amortization Payment Date*” means the ninetieth (90th) calendar day following the Conversion Date.

*“Initial Commitment Amount”* means \$200,000,000.

*“Interest Payment Date”* means (a) with respect to any AMT Revolving Loan, Non-AMT Revolving Loan or Taxable Revolving Loan, the first Business Day of every calendar month and on the Revolving Loan Maturity Date, (b) as to any Term Loan, the first Business Day of every calendar month and on the Amortization End Date and (c) as to any Loan, the date such Loan is paid or prepaid.

*“Law”* means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

*“Lender”* means Bank of America, N.A. and its successors and assigns.

*“Lender Affiliate”* means the Lender and any Affiliate of the Lender.

*“Lender Rate”* means, for each day of determination on and after the Conversion Date, a fluctuating rate per annum, with respect to any Term Loan, equal to the Base Rate from time to time in effect plus one percent (1.00%); *provided* that from and after the occurrence of an Event of Default, *“Lender Rate”* shall mean the Default Rate.

*“Lender’s Office”* means the Lender’s address and, as appropriate, the account as set forth in Section 11.3 hereof, or such other address or account of which the Lender may from time to time notify the Authority.

*“Lien”* means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

*“Loan”* and *“Loans”* means individually, each Revolving Loan and each Term Loan under this Agreement, and collectively the Revolving Loans and the Term Loans under this Agreement.

*“Margin Stock”* has the meaning ascribed to such term in Regulation U and/or Regulation X promulgated by the FRB, as now and hereafter from time to time in effect.

*“Master Senior Trust Indenture”* means that certain Master Trust Indenture dated as of November 1, 2005, by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee, as the same may be amended or otherwise modified in accordance with the terms thereof and hereof.

“*Master Subordinate Trust Indenture*” means that certain Master Subordinate Trust Indenture, dated as of September 1, 2007, by and between the Authority and the Trustee, as the same may be further amended or otherwise modified in accordance with the terms thereof and hereof.

“*Material Adverse Change*” means the occurrence of any event or change, including but not limited to a change revealed by a comparison of any financial statements delivered pursuant to Section 8.2 hereof to the financial statements for the most recent prior Fiscal Year, which separately or in the aggregate with the occurrence of other events, results or could reasonably be expected to result in a Material Adverse Effect.

“*Material Adverse Effect*” means any event or occurrence (including, without limitation, a change in Applicable Law) that causes a material adverse change in or a material adverse effect on (A) the validity or enforceability of this Agreement, the Notes or any of the other the Related Documents, (B) the validity, enforceability or perfection of the pledge of and Lien on the Subordinate Net Revenues under the Subordinate Trust Indenture or hereunder, (C) the status of the Authority as a public entity created and validly existing under the laws of the State, (D) the exemption of interest on any Tax-Exempt Loan from federal income tax, other than for a period during which the Lender or a Lender Transferee is or was a “substantial user” of the projects financed or refinanced from proceeds of an AMT Loan or a “related person” for purposes of Section 147(a) of the Code, or (E) the collection of the Revenues that could reasonably be expected to have a material adverse effect on the ability of the Authority to pay debt service on the Loans, the Senior Lien Revenue Bonds or the Subordinate Obligations or amounts due on any other Obligations hereunder or (F) the rights, remedies, security or interests of the Lender under the Related Documents.

“*Maximum Rate*” means the lesser of (a) the maximum non-usurious interest rate payable by the Authority under applicable law, and (b) 12% per annum.

“*Moody’s*” means Moody’s Investors Service, Inc. and any successor rating agency.

“*1933 Act*” means the Securities Act of 1933, as amended.

“*Net Revenues*” has the meaning set forth in the Master Subordinate Trust Indenture.

“*New York Banking Day*” shall mean any date (other than a Saturday or Sunday) on which commercial banks are open for business in New York, New York.

“*Non-AMT Loan*” and “*Non-AMT Loans*” means individually and collectively, Non-AMT Revolving Loans and Non-AMT Term Loans.

“*Non-AMT Loan Commitment*” means, on any date, an initial amount equal to \$200,000,000 and thereafter such initial amount adjusted from time to time as follows: (a) downward in an amount equal to any Advance or any Revolving Loan in respect of such Advance made to the Authority under the AMT Loan Commitment and/or the Non-AMT Loan Commitment and/or the Taxable Loan Commitment, as applicable; (b) upward in an amount equal

to the principal amount of any Revolving Loan under the AMT Loan Commitment and/or the Non-AMT Loan Commitment and/or the Taxable Loan Commitment, as applicable, that is repaid or prepaid in the manner provided herein; (c) downward in an amount equal to any reduction thereof effected pursuant to Section 2.7 or 10.2(a)(i) hereof; and (d) downward to zero upon the expiration or termination of the Available Commitment in accordance with the terms hereof; *provided*, that, after giving effect to any of the foregoing adjustments the Non-AMT Loan Commitment shall never exceed \$200,000,000 at any one time.

“*Non-AMT Note*” has the meaning set forth in Section 3.2(a) hereof.

“*Non-AMT Revolving Loan*” means any Revolving Loan identified by the Authority in a Request for Advance as a “Non-AMT Revolving Loan.”

“*Non-AMT Term Loan*” means a Non-AMT Revolving Loan that is converted to a Term Loan pursuant to the terms of Section 4.1 hereof.

“*Noteholder*” or “*Holder*” means the holder or owner of a Note.

“*Notes*” means the AMT Note, the Non-AMT Note and the Taxable Note, each evidencing the Revolving Obligations.

“*OFAC*” has the meaning set forth in Section 7.25 hereof.

“*Obligations*” means all Repayment Obligations, all fees, expenses and charges payable or reimbursable hereunder to the Lender (including, without limitation, any amounts to reimburse the Lender for any advances or expenditures by it under any of such documents) and all other payment obligations of the Authority to the Lender arising under or in relation to this Agreement or the other Related Documents, in each, case whether now existing or hereafter arising, due or to become due, direct or indirect, absolute or contingent, and howsoever evidenced, held or acquired.

“*Outstanding*” has the meaning set forth in the Master Subordinate Trust Indenture.

“*Participant*” means any entity to which the Lender has granted a participation in the obligations of the Lender hereunder and of the Authority hereunder and under the Notes.

“*Patriot Act*” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107-56 (signed into law October 26, 2001), as amended.

“*Person*” means any individual, corporation, not for profit corporation, partnership, limited liability company, joint venture, association, professional association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other form of entity.

“*Plan*” means an employee benefit plan maintained for employees of the Authority that is covered by ERISA.

*“Prime Rate”* means on any day, the rate of interest per annum then most recently established by the Lender as its “prime rate.” Any such rate is a general reference rate of interest, may not be related to any other rate, and may not be the lowest or best rate actually charged by the Lender to any customer or a favored rate and may not correspond with future increases or decreases in interest rates charged by other lenders or market rates in general, and that the Lender may make various business or other loans at rates of interest having no relationship to such rate. If the Lender ceases to establish or publish a prime rate from which the Prime Rate is then determined, the applicable variable rate from which the Prime Rate is determined thereafter shall be instead the prime rate reported in The Wall Street Journal (or the average prime rate if a high and a low prime rate are therein reported), and the Prime Rate shall change without notice with each change in such prime rate as of the date such change is reported.

*“Property”* means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, whether now owned or hereafter acquired.

*“Qualified Transferee”* means any of the following entities, acting for its own account or the accounts of other Qualified Transferees:

(i) Any bank as defined in section 3(a)(2) of the 1933 Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the 1933 Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended; any insurance company as defined in Section 2(a)(13) of the 1933 Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that 1933 Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

(ii) Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940; or

(iii) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000.

*“Quarterly Payment Date”* means the first Business Day of each January, April, July and October, commencing on October 1, 2024.

“*Rate Reset Date*” means each Business Day.

“*Rating Agency*” means any of S&P, Moody’s and/or Fitch, as context may require.

“*Rating Documentation*” has the meaning set forth in Section 2.4(a)(viii) hereof.

“*Related Documents*” means this Agreement, the Notes, the Tax Certificate, the Master Senior Trust Indenture, the Master Subordinate Trust Indenture, the Tenth Supplemental Subordinate Trust Indenture, and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing.

“*Relevant Governmental Body*” means the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto.

“*Relevant Rate*” means Daily SOFR.

“*Repayment Obligations*” means any and all obligations of the Authority under this Agreement to repay the principal of and interest on the Loans, the Advances and the Notes, pursuant to and in accordance with this Agreement.

“*Request for Advance*” means any request for an Advance made by the Authority to the Lender, in the form of Exhibit B hereto, executed and delivered on behalf of the Authority by the manual or facsimile signatures of any Designated Representative.

“*Revenues*” has the meaning set forth in the Master Subordinate Trust Indenture.

“*Revolving Loan*” has the meaning set forth in Section 3.1 hereof.

“*Revolving Loan Maturity Date*” means, with respect to any Revolving Loan, the Commitment Expiration Date or any earlier Termination Date.

“*Revolving Obligations*” has the meaning set forth in the Tenth Supplemental Subordinate Trust Indenture and includes all Loans, Advances and Notes.

“*S&P*” means S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC, and any successor rating agency.

“*Scheduled Unavailability Date*” has the meaning set forth in Section 2.11(c) hereof.

“*Senior Lien Revenue Bonds*” has the meaning set forth in the Master Subordinate Trust Indenture.

“*SOFR*” means, for any determination date, the Secured Overnight Financing Rate published on the second U.S. Government Securities Business Day preceding such date by the

SOFR Administrator on the Federal Reserve Bank of New York’s website (or any successor source); provided however that if such determination date is not a U.S. Government Securities Business Day, then SOFR means such rate that applied on the first U.S. Government Securities Business Day immediately prior thereto.

“*SOFR Administrator*” means the Federal Reserve Bank of New York, as the administrator of SOFR, or any successor administrator of SOFR designated by the Federal Reserve Bank of New York or other person acting as the SOFR Administrator at such time.

“*SOFR Scheduled Unavailability Date*” has the meaning set forth in Section 2.11(b) hereof).

“*State*” means the State of California.

“*Subordinate Net Revenues*” has the meaning set forth in the Master Subordinate Trust Indenture.

“*Subordinate Obligations*” has the meaning set forth in the Master Subordinate Trust Indenture.

“*Subordinate Trust Indenture*” means, the Master Subordinate Trust Indenture as supplemented by the Tenth Supplemental Subordinate Trust Indenture.

“*Successor Rate*” has the meaning specified in Section 2.11(c) hereof.

“*Supplemental Subordinate Indenture*” has the meaning set forth in the Master Subordinate Indenture.

“*Swap Contract*” means (a) any and all rate swap transactions, total return swaps, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “*Master Agreement*”), including any such obligations or liabilities under any Master Agreement.

“*Tax Certificate*” means that certain Tax Compliance Certificate dated July [ ], 2024, by the Authority, relating to the Tax-Exempt Loans, as the same may be amended or supplemented from time to time.

“*Tax-Exempt Applicable Spread*” means, initially 61 basis points (0.61%), which is subject to maintenance of the current Authority Rating. In the event of a change in the Authority Rating, the Tax-Exempt Applicable Spread shall equal the number of basis points set forth in the Level associated with the lowest Authority Rating as set forth in the schedule below:

	AUTHORITY RATING			APPLICABLE SPREAD BASIS POINTS (%)
	MOODY’S	S&P	FITCH	
Level I	A3 or higher	A- or higher	A- or higher	0.61%
Level II	Baa1	BBB+	BBB+	0.81%
Level III	Baa2	BBB	BBB	1.01%
Level IV	Baa3 and below	BBB- and below	BBB- and below	2.51%

Any change in the Tax-Exempt Applicable Spread resulting from a change in the Authority Rating shall be and become effective as of and on the date of the announcement of the change in the Authority Rating. References to the Authority Rating above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, including, without limitation, any recalibration of the Authority Rating in connection with the adoption of a “*global*” rating scale, each Authority Rating from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. The Authority acknowledges that as of the Effective Date the Tax-Exempt Applicable Spread is that specified above for Level I. In the event that any Rating is withdrawn or otherwise unavailable from any Rating Agency for credit-related reasons, the Tax-Exempt Applicable Spread then in effect shall be increased by an additional one hundred fifty (150) basis points (1.50%) from the Tax-Exempt Applicable Spread otherwise in effect until such rating is restored.

“*Tax-Exempt Loan*” and “*Tax-Exempt Loans*” means individually and collectively, AMT Loans and Non-AMT Loans.

“*Tax-Exempt Rate*” means a fluctuating rate per annum, determined as of each applicable Rate Reset Date, equal to the sum of (A) the product of (I) the Applicable Factor multiplied by (II) Daily SOFR for each day plus, plus (B) the Tax-Exempt Applicable Spread.

“*Tax-Exempt Term Loan*” means an AMT Revolving Loan or a Non-AMT Revolving Loan that is converted to a Term Loan pursuant to the terms of Section 4.1 hereof.



“*Taxable Applicable Spread*” means, initially 92 basis points (0.92%), which is subject to maintenance of the current Authority Rating. In the event of a change in the Authority Rating, the Taxable Applicable Spread shall equal the number of basis points set forth in the Level associated with the lowest Authority Rating as set forth in the schedule below:

	AUTHORITY RATING			APPLICABLE SPREAD BASIS POINTS (%)
	MOODY’S	S&P	FITCH	
Level I	A3 or higher	A- or higher	A- or higher	0.92%
Level II	Baa1	BBB+	BBB+	1.12%
Level III	Baa2	BBB	BBB	1.32%
Level IV	Baa3 and below	BBB- and below	BBB- and below	2.82%

Any change in the Taxable Applicable Spread resulting from a change in the Authority Rating shall be and become effective as of and on the date of the announcement of the change in the Authority Rating. References to the Authority Rating above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, including, without limitation, any recalibration of the Authority Rating in connection with the adoption of a “*global*” rating scale, each Authority Rating from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. The Authority acknowledges that as of the Effective Date the Taxable Applicable Spread is that specified above for Level I. In the event that any Rating is withdrawn or otherwise unavailable from any Rating Agency for credit-related reasons, the Taxable Applicable Spread then in effect shall be increased by an additional one hundred fifty (150) basis points (1.50%) from the Taxable Applicable Spread otherwise in effect until such rating is restored.

“*Taxable Date*” means the date on which interest on any Tax-Exempt Loan is first includable in gross income of any holder thereof (including the Lender) as a result of an Event of Taxability as such a date is established pursuant to a Determination of Taxability.

“*Taxable Loan*” and “*Taxable Loans*” means individually and collectively, Taxable Revolving Loans and Taxable Term Loans.

“*Taxable Loan Commitment*” means, on any date, an initial amount equal to \$200,000,000 and thereafter such initial amount adjusted from time to time as follows: (a) downward in an amount equal to any Advance or any Revolving Loan in respect of such Advance made to the Authority under the AMT Loan Commitment and/or the Non-AMT Loan Commitment and/or the Taxable Loan Commitment, as applicable; (b) upward in an amount equal to the principal amount of any Revolving Loan under the AMT Loan Commitment and/or the Non-AMT Loan Commitment and/or the Taxable Loan Commitment, as applicable, that is repaid or prepaid in the

manner provided herein; (c) downward in an amount equal to any reduction thereof effected pursuant to Section 2.7 or 10.2(a)(i) hereof; and (d) downward to zero upon the expiration or termination of the Available Commitment in accordance with the terms hereof; *provided*, that, after giving effect to any of the foregoing adjustments the Taxable Loan Commitment shall never exceed \$200,000,000 at any one time.

“*Taxable Note*” has the meaning set forth in Section 3.2(c) hereof.

“*Taxable Period*” has the meaning set forth in Section 6.3(i) hereof.

“*Taxable Rate*” means a fluctuating rate per annum, determined as of each applicable Rate Reset Date, equal to the sum of (A) Daily SOFR for each day, plus (B) the Taxable Applicable Spread.

“*Taxable Revolving Loan*” means any Revolving Loan identified by the Authority in a Request for Advance as a “Taxable Revolving Loan.”

“*Taxable Term Loan*” means a Taxable Revolving Loan that is converted to a Term Loan pursuant to the terms of Section 4.1 hereof.

“*Taxes*” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, fines, additions to tax or penalties applicable thereto.

“*Tenth Supplemental Subordinate Trust Indenture*” means that certain Tenth Supplemental Subordinate Trust Indenture, dated as of July [ ], 2024, by and between the Authority and the Trustee, as the same may be amended or otherwise modified in accordance with the terms thereof and hereof.

“*Termination Date*” means the earliest of (i) the Commitment Expiration Date, as such date may be extended pursuant to Section 2.8 hereof, (ii) the date on which the Commitment and Available Commitment are otherwise terminated or reduced to zero in accordance with Section 2.7 hereof and (iii) the date the Commitment terminates by its terms in accordance with Section 10.2 hereof.

“*Term Loan*” means an AMT Term Loan, a Non-AMT Term Loan and a Taxable Term Loan.

“*Trustee*” means U.S. Bank Trust Company, National Association as trustee or its permitted successor as trustee under the Trust Indenture.

“*United States*” means the United States of America.

“*U.S. Government Securities Business Day*” means any day except for (a) a Saturday, (b) a Sunday or (c) any day on which the Securities Industry and Financial Markets Association

recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

*Section 1.2. Accounting Terms and Determinations.* Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared, in accordance with GAAP. If, after the Effective Date, there shall occur any change in GAAP from those used in the preparation of the financial statements referred to in Sections 8.2 hereof and such change shall result in a change in the method of calculation of any financial covenant, standard or term found in this Agreement including, without limitation, a recharacterization of operating leases to the effect that certain operating leases are to be treated as capital leases, either the Authority or the Lender may by notice to the other party hereto, require that the Lender and the Authority negotiate in good faith to amend such covenants, standards, and terms so as equitably to reflect such change in accounting principles, with the desired result being that the criteria for evaluating the financial condition of the Authority shall be the same as if such change had not been made. No delay by the Authority or the Lender in requiring such negotiation shall limit their right to so require such a negotiation at any time after such a change in accounting principles. Until any such covenant, standard, or term is amended in accordance with this Section 1.2, financial covenants shall be computed and determined in accordance with GAAP in effect prior to such change in accounting principles.

*Section 1.3. Interpretation.* The following rules shall apply to the construction of this Agreement unless the context requires otherwise: (i) the singular includes the plural, and the plural the singular; (ii) words importing any gender include the other gender; (iii) references to statutes are to be construed as including all statutory provisions consolidating and amending, and all regulations promulgated pursuant to, such statutes; (iv) references to “writing” include printing, photocopy, typing, lithography and other means of reproducing words in a tangible visible font; (v) the words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation”; (vi) references to the introductory paragraph, recitals, articles, sections (or clauses or subdivisions of sections), exhibits, appendices, annexes or schedules are to those of this Agreement unless otherwise indicated; (vii) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent that such amendments and other modifications are permitted or not prohibited by the terms of this Agreement; (viii) section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose; (ix) references to Persons include their respective permitted successors and assigns; and (x) in the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” each means “to but excluding.” All references to “funds” herein shall include all accounts and subaccounts therein unless the context clearly requires otherwise. Unless otherwise specified, all references herein to times of day shall be references to California time (daylight or standard, as applicable).

*Section 1.4. Relation to Other Documents; Acknowledgment of Different Provisions of Related Documents; Incorporation by Reference.* (a) Nothing in this Agreement shall be deemed to amend, or relieve the Authority of its obligations under, any Related Document to which it is a party. Conversely, to the extent that the provisions of any Related Document allow the Authority

to take certain actions, or not to take certain actions, with regard for example to permitted Liens, transfers of assets, maintenance of financial ratios and similar matters, the Authority nevertheless shall be fully bound by the provisions of this Agreement.

(b) Except as provided in subsection (c) of this Section 1.4, all references to other documents shall be deemed to include all amendments, modifications and supplements thereto to the extent such amendment, modification or supplement is made in accordance with the provisions of such document and this Agreement.

(c) All provisions of this Agreement making reference to specific Sections of any Related Document shall be deemed to incorporate such Sections into this Agreement by reference as though specifically set forth herein (with such changes and modifications as may be herein provided) and shall continue in full force and effect with respect to this Agreement notwithstanding payment of all amounts due under or secured by the Related Documents, the termination or defeasance thereof or any amendment thereto or any waiver given in connection therewith, so long as this Agreement is in effect and until all Obligations are paid in full. No amendment, modification, consent, waiver or termination with respect to any of such Sections shall be effective as to this Agreement until specifically agreed to in writing by the parties hereto with specific reference to this Agreement.

## ARTICLE II

### FACILITIES; APPLICATION AND ISSUANCE OF THE LOANS; PAYMENTS

*Section 2.1. Revolving Credit Commitments.* Subject to the terms and conditions hereof, the Lender, by its acceptance hereof, agrees to make a loan or loans in U.S. Dollars to the Authority from time to time on a revolving basis up to the amount of the Available Commitment, subject to any reductions thereof pursuant to the terms hereof, before the Termination Date. The sum of the aggregate principal amount of AMT Loans, Non-AMT Loans and Taxable Loans at any time outstanding shall not exceed the Available Commitment in effect at such time. As provided in Section 2.3(c) hereof, the Authority may elect that any such Revolving Loan be an AMT Loan pursuant to the AMT Loan Commitment, a Non-AMT Loan pursuant to the Non-AMT Loan Commitment or a Taxable Loan pursuant to the Taxable Loan Commitment. Revolving Loans may be repaid and the principal amount thereof reborrowed before the Termination Date, subject to the terms and conditions hereof.

*Section 2.2. Application.* The Authority hereby applies to the Lender for, and authorizes and instructs the Lender to issue for its account, the Commitment in an initial amount equal to the Initial Commitment Amount.

*Section 2.3. Making of Advances; Use of Proceeds.* (a) Subject to the terms and conditions of this Agreement, the Lender agrees to make Advances from time to time on any Business Day, commencing on the Effective Date and ending on the Termination Date, in amounts not to exceed at any time outstanding the Available Commitment; *provided*, that the Lender shall not be required to make more than three Advances during any calendar month. Each Advance

requested shall be in a minimum principal amount of \$1,000,000 or any integral multiples of \$100,000 in excess thereof. Each Advance shall be made solely for the purpose of providing funds to pay Costs of a Project, costs of issuance in connection with this Agreement or any other purpose permitted under the Act and/or the Subordinate Trust Indenture; *provided* that in no event shall any of the proceeds of a Non-AMT Loan be used to pay or prepay an AMT Loan or a Taxable Loan nor shall the proceeds of an AMT Loan be used to pay or prepay a Taxable Loan, unless the Authority receives an Approving Opinion of Bond Counsel, which shall also be addressed to the Lender or upon which the Lender is entitled to rely. The aggregate amount of all Advances made on any Advance Date shall not exceed the applicable Available Commitment (calculated without giving effect to any Advances made on such date) at 9:00 am (California time) on such date. The aggregate amount of all Advances bearing interest at a Tax-Exempt Rate made on any Advance Date shall not exceed the applicable AMT Loan Commitment or the Non-AMT Loan Commitment (calculated without giving effect to any Advances made on such date) at 9:00 am (California time) on such date. The aggregate amount of all Advances bearing interest at a Taxable Rate made on any Advance Date shall not exceed the applicable Taxable Loan Commitment (calculated without giving effect to any Advances made on such date) at 9:00 am (California time) on such date.

(b) *Reborrowing.* Within the limits of this Section 2.3, the Authority may borrow, repay pursuant to Section 3.4 hereof, prepay pursuant to Section 3.5 hereof and reborrow under this Section 2.3. Upon any prepayment of the related Revolving Loan, the related Available Commitment shall be reinstated as set forth in the definition thereof.

(c) *Method of Borrowing.* Upon receipt of a Request for Advance by the Lender not later than 9:00 a.m. California time on the Business Day which is three New York Banking Days' immediately prior to the day of the proposed borrowing, the Lender, subject to the terms and conditions of this Agreement, shall be required to make an Advance by 12:30 p.m. California time on such day of the proposed borrowing for the account of the Authority in an amount equal to the amount of the requested borrowing. Notwithstanding the foregoing, in the event such Request for Advance is received by the Lender after 9:00 a.m. California time on the Business Day which is three New York Banking Days immediately prior to the day of the proposed borrowing, the Lender shall be required to make the related Advance by 12:30 p.m. California time on the fourth New York Banking Day after receipt of the related Request for Advance. Any Request for Advance shall be signed by a Designated Representative and shall specify whether the requested Advance shall be an AMT Loan, a Non-AMT Loan or a Taxable Loan. Pursuant to Section 3.3 hereof, the Lender shall determine the initial Tax-Exempt Rate or Taxable Rate for the Advance two New York Banking Days prior to the related Advance Date. Each Advance shall be made by the Lender by wire transfer of immediately available funds to the Trustee (on behalf of the Authority) or such other Person (including the Authority) as directed by the Authority in accordance with written instructions provided by the Authority. If, after examination, the Lender shall have determined that a Request for Advance does not conform to the terms and conditions hereof, then the Lender shall use its best efforts to give notice to the Authority to the effect that documentation was not in accordance with the terms and conditions hereof and stating the reasons therefor. The Authority may attempt to correct any such nonconforming Request for Advance, if, and to the extent that, the Authority is entitled (without regard to the provisions of this sentence) and able to do so.

#### *Section 2.4. Conditions Precedent.*

(a) *Conditions Precedent to Effective Date.* The obligations of the Lender to make the Commitment available hereunder shall be subject to the fulfillment of each of the following conditions precedent on or before the Effective Date in a manner satisfactory to the Lender:

(i) The Lender shall have received the following documents, each dated and in form and substance as is satisfactory to the Lender:

(1) copies of the resolution(s) of the Board approving the execution and delivery of this Agreement, the Notes and the Tenth Supplemental Subordinate Trust Indenture, certified by the Director, Board Services/Authority Clerk as being true and complete and in full force and effect on the Effective Date;

(2) certified copies of all approvals, authorizations and consents of any trustee, or holder of any indebtedness or obligation of the Authority or any Governmental Authority necessary for the Authority to enter into each of the Related Documents and the transactions contemplated herein and therein;

(3) the audited annual financial statements of the Authority for the Fiscal Year ended June 30, 2023 and a copy of the most recent budget of the Authority (such requirement to be satisfied if such information is available on the Authority's website); and

(4) a certificate of the Authority dated the Effective Date certifying as to the authority, incumbency and specimen signatures of the Authorized Authority Representatives and the Designated Representatives authorized to sign this Agreement, the Tenth Supplemental Subordinate Trust Indenture and the Notes and any other documents to be delivered by it hereunder and who will be authorized to represent the Authority in connection with this Agreement, upon which the Lender may rely until it receives a new such certificate;

(5) an executed original or certified copy, as applicable, of each of the Related Documents;

(6) the executed Notes; and

(7) an IRS Form W-9 duly completed by the Authority.

(ii) The Lender shall have received a written description of all actions, suits or proceedings pending or threatened against the Authority in any court or before any arbitrator of any kind or before or by any governmental or non-governmental body which could reasonably be expected to result in a material adverse effect on the Authority's ability to perform its obligation under this Agreement and the other Related Documents, if any, and such other statements, certificates, agreements, documents and information with respect thereto as the Lender may reasonably request. There shall not have occurred any change or any development involving a prospective change in the financial or operating condition of the Authority or its ability to pay the Obligations from that set forth in the

audited annual financial statements of the Authority for the Fiscal Year ended June 30, 2023 provided to the Lender, that in the judgment of the Lender is material or adverse to the Lender. No law, regulation, ruling or other action of the United States, the State of California or the State of New York or any political subdivision or authority therein or thereof shall be in effect or shall have occurred, the effect of which would be to prevent the Authority or the Lender from fulfilling its respective obligations under this Agreement and the other Related Documents.

(iii) The Lender shall have received an opinion addressed to the Lender and dated the Effective Date from the General Counsel of the Authority, in form and substance reasonably satisfactory to the Lender and its counsel, which provides for, among other opinions, the following: (1) the Authority is a local government entity of regional government, duly organized and validly existing under the laws of the State, (2) the execution, delivery and performance by the Authority of this Agreement, the Notes and the other Related Documents are within the Authority's powers, have been duly authorized by all necessary action, and require no action by or in respect of, or filing with, any governmental body, agency or official that has not been accomplished, (3) this Agreement, the Notes and the other Related Documents have been duly authorized, executed and delivered and are valid, binding and enforceable against the Authority, and (4) such other matters as the Lender may reasonably request, in form and substance satisfactory to the Lender and its counsel.

(iv) The following statements shall be true and correct on the Effective Date, and the Lender shall have received a certificate signed by a Designated Representative, dated the Effective Date, certifying that: (A) the representations and warranties of the Authority contained in each of the Related Documents and each certificate, letter, other writing or instrument delivered by the Authority to the Lender pursuant hereto or thereto are true and correct on and as of the Effective Date as though made on and as of such date; (B) no Default or Event of Default has occurred and is continuing or would result from the Authority's execution and delivery of this Agreement, the Notes or the Tenth Supplemental Subordinate Trust Indenture or the acceptance of the Commitment by the Authority; (C) the audited annual financial statements of the Authority for the Fiscal Year ended June 30, 2023, including the balance sheet as of such date of said period, all examined and reported on by Forvis, LLP, as heretofore delivered to the Lender correctly and fairly present the financial condition of the Authority as of said date and the results of the operations of the Authority for such period, have been prepared in accordance with GAAP consistently applied except as stated in the notes thereto; (D) since the release of the audited annual financial statements of the Authority for the Fiscal Year ended June 30, 2023, no material adverse change has occurred in the financial condition of the Authority prior to the Effective Date, and on and prior to the Effective Date no material transactions or obligations (not in the ordinary course of business) shall have been entered into by the Authority, other than as previously advised in writing to the Lender; (E) the acceptance of the Commitment by the Authority pursuant to this Agreement is an arm's length commercial transaction between the Authority and the Lender; (F) the Authority has consulted with its own respective legal and financial advisors in connection with the acceptance of the Commitment by the Authority pursuant to this Agreement; (G) the

Lender has not acted as a municipal advisor or fiduciary in favor of the Authority with respect to this Agreement, the Related Documents, the Notes or the acceptance of the Commitment by the Authority; and (H) to the best knowledge of the Authority, the underlying unenhanced long-term ratings assigned to the Subordinate Obligations by Moody's and Fitch have not been reduced, withdrawn or suspended since the dated date of the Rating Documentation.

(v) The Lender shall have received an opinion addressed to the Lender and dated the Effective Date of Bond Counsel as to the due authorization, execution and delivery of this Agreement, the Notes, and the Tenth Supplemental Subordinate Trust Indenture, and as to the validity and enforceability with respect to the Authority of this Agreement, the Notes, the Master Subordinate Trust Indenture and the Tenth Supplemental Subordinate Trust Indenture, the exclusion of interest on the Tax-Exempt Loans from gross income for federal income tax purposes of the Lender (subject to the inclusion of any exceptions with respect to interest payable to a Holder on an AMT Loan in the event a Holder is a "substantial user" or "related party" within the meaning of Section 147(a) of the Code), the pledge of Subordinate Net Revenues securing the Notes and the Obligations constituting a valid pledge, and such other matters as the Lender may reasonably request, in form and substance satisfactory to the Lender and its counsel.

(vi) All necessary action on the part of the Authority shall have been taken as required for the assignment and pledge of a Lien on the Subordinate Net Revenues for the benefit of the Lender as described in Section 5.1 hereof.

(vii) All other legal matters pertaining to the execution and delivery of this Agreement, the Notes and the Tenth Supplemental Subordinate Trust Indenture shall be satisfactory to the Lender and its counsel. The Lender shall have received evidence satisfactory to the Lender that all conditions precedent to the issuance of the Notes as Subordinate Obligations pursuant to Section 2.09 of the Master Subordinate Trust Indenture have been satisfied.

(viii) The Lender shall have received evidence from Moody's and Fitch confirming that the underlying unenhanced long-term ratings assigned to the Subordinate Obligations are "A2" (or its equivalent) by Moody's and "A+" (or its equivalent) by Fitch (referred to herein as the "*Rating Documentation*").

(ix) On or prior to the Effective Date, (1) the Lender shall have received reimbursement of the Lender's fees and expenses and any other fees incurred in connection with the transaction contemplated by this Agreement due on the Effective Date, and (2) Chapman and Cutler LLP, as counsel to the Lender, shall have received payment of its legal fees and expenses and disbursements incurred in connection with the preparation, review, negotiation, execution and delivery of the Related Documents.

(x) None of the AMT Note, the Non-AMT Note or the Taxable Note shall be (1) assigned a separate rating by any Rating Agency, (2) registered with The Depository Trust Company or any other securities depository or (3) assigned a CUSIP number by



Standard & Poor's CUSIP Service. No offering document or official statement shall be prepared with respect to the AMT Note, the Non-AMT Note or the Taxable Note.

(xiii) The Lender shall have received such other documents, certificates, opinions, approvals and filings with respect to this Agreement, the Notes and the other Related Documents as the Lender may reasonably request.

(b) *Conditions Precedent to Each Advance.* The obligation of the Lender to make an Advance on any date is subject to the conditions precedent that on the date of such Advance:

(i) The Lender shall have received a Request for Advance as provided in Section 2.3(c) hereof specifying whether such Advance will be an AMT Loan, a Non-AMT Loan or a Taxable Loan;

(ii) All representations and warranties of the Authority as set forth in Article VII hereof shall be true and correct as though made on the date of such Request for Advance and on the date of the proposed Advance and no Default or Event of Default shall have occurred and be continuing;

(iii) After giving effect to any Revolving Loan, the aggregate principal amount of all Loans outstanding hereunder shall not exceed the Initial Commitment Amount (or, following a reduction of the Available Commitment pursuant to Section 2.7 hereof, the Available Commitment as so reduced). The proposed amount of the Revolving Loan does not exceed the Available Commitment;

(iv) The Lender shall have received satisfactory evidence that all representations and certifications of the Authority that the Lender deems necessary to maintain the tax-exempt status of the interest on any Tax-Exempt Loan have been delivered and are true and correct;

(v) No Material Adverse Change shall have occurred;

(vi) The Lender shall be satisfied that the opinion of Bond Counsel delivered pursuant to Section 2.4(a)(v) hereof remains in full force and effect or the Lender shall have received an opinion from Bond Counsel dated the date of such Advance as to the exclusion of interest on the Tax-Exempt Loans from gross income for federal income tax purposes, in form and substance satisfactory to the Lender;

(vii) Neither the Authority nor the Lender shall have received actual notice (either verbal or written) from Bond Counsel that the opinion delivered pursuant to Section 2.4(a)(v) hereof may no longer be relied upon.

(viii) With respect to an Advance for an AMT Revolving Loan, the Lender shall have received evidence that an IRS Form 8038 has been duly completed by the Authority and signed by the Authority; and with respect to an Advance for Non-AMT Revolving

Loan, the Lender shall have received evidence that an IRS Form 8038-G has been duly completed by the Authority and signed by the Authority; and

(ix) The Commitment and the obligation of the Lender to make an Advance hereunder shall not have terminated pursuant to Section 10.2 hereof or pursuant to Section 2.7 hereof. Unless the Authority shall have otherwise previously advised the Lender in writing, delivery to the Lender of a Request for Advance shall be deemed to constitute a representation and warranty by the Authority that on the date of such Request for Advance and on the date of the proposed Advance each of the foregoing conditions has been satisfied and that all representations and warranties of the Authority as set forth in Article VII hereof is true and correct as though made on the date of such Request for Advance and on the date of the proposed Advance and no Default or Event of Default shall have occurred and be continuing on the date of such Request for Advance or on the date of the proposed Advance and the Authority has not received actual notice (either verbal or written) from Bond Counsel that the opinion delivered pursuant to Section 2.4(a)(v) hereof may no longer be relied upon.

*Section 2.5. Interest Rate Determinations.* The Lender shall promptly notify the Authority and the Trustee of the interest rate applicable to any Loan upon determination of such interest rate; *provided, however,* that the failure by the Lender to provide notice of the applicable interest rate shall not relieve the Authority of its obligation to make payment of amounts as and when due hereunder. At any time that a Term Loan is outstanding, the Lender shall notify the Authority and the Trustee of any change in Lender's Prime Rate used in determining the Base Rate promptly following the establishment of such change; *provided, however,* that the failure by the Lender to provide notice of such change shall not relieve the Authority of its obligation to make payment of amounts as and when due hereunder. Each determination by the Lender of an interest rate shall be conclusive and binding for all purposes, absent manifest error.

*Section 2.6. Fees.*

(a) *Commitment Fees.* The Authority agrees to pay to the Lender a nonrefundable annual fee (the "*Commitment Fee*") accruing at the Commitment Fee Rate multiplied by the daily Available Commitment in effect on each day during the preceding quarterly period, payable quarterly in arrears on each Quarterly Payment Date and on the Commitment Expiration Date. The Commitment Fee shall be calculated on the basis of a 360-day year and actual days elapsed.

(b) *Reserved.*

(c) *Reserved.*

(d) *Reserved.*

(e) *Costs, Expenses and Taxes.* The Authority will promptly pay on demand (i) the reasonable fees, costs and expenses of the Lender incurred in connection with the preparation, negotiation, execution and delivery of this Agreement, the Notes and the other Related Documents, (ii) the fees and disbursements of Chapman and Cutler LLP counsel to the Lender, incurred in

connection with the preparation, execution, filing and administration and delivery of this Agreement and the other Related Documents, (iii) the fees and disbursements of counsel or other reasonably required consultants to the Lender with respect to advising the Lender as to the rights and responsibilities under this Agreement and the other Related Documents after the occurrence of any Default or alleged Default hereunder, or an Event of Default, (iv) a fee for each amendment to this Agreement or any other Related Document or any consent or waiver by the Lender with respect to any Related Document, in each case, in a minimum amount of \$2,500 plus the reasonable fees and expenses of counsel to the Lender; (v) all costs and expenses, if any, in connection with any waiver or amendment of, or the giving of any approval or consent under, or any response thereto or the enforcement of this Agreement, the Related Documents and any other documents which may be delivered in connection herewith or therewith, including in each case the reasonable fees and disbursements of counsel to the Lender or other reasonably required consultants, (vi) any amounts advanced by or on behalf of the Lender to the extent required to cure any Default, Event of Default or event of nonperformance hereunder or any Related Document, together with interest at the Default Rate, and (vii) any fee(s) payable to the California Debt and Investment Advisory Commission by the Lender with respect to an Advance. In addition, the Authority shall pay any and all stamp taxes, transfer taxes, documentary taxes, and other taxes and fees payable or determined to be payable in connection with the execution, delivery, filing, and recording of this Agreement and the security contemplated by the Related Documents (other than taxes based on the net income or share capital of the Lender) and agrees to indemnify and hold the Lender harmless from and against any and all liabilities with respect to or resulting from any delay in paying, or omission to pay, such taxes and fees, including interest and penalties thereon; *provided, however,* that the Authority may reasonably contest any such taxes or fees with the prior written consent of the Lender, which consent, if an Event of Default does not then exist, shall not be unreasonably withheld. In addition, the Authority agrees to pay, after the occurrence of a Default, or an Event of Default, all costs and expenses (including attorneys' fees and costs of settlement) incurred by the Lender in enforcing any obligations or in collecting any payments due from the Authority hereunder by reason of such Default, or Event of Default or in connection with any refinancing or restructuring of the credit arrangements provided under this Agreement in the nature of a "workout" or of any collection, insolvency, bankruptcy proceedings or other enforcement proceedings resulting therefrom.

(f) If the Authority shall fail to pay any amount payable under this Section 2.6 as and when due, each such unpaid amount shall bear interest for each day from and including the date it was due until paid in full at the applicable Default Rate. The obligations of the Authority under this Section 2.6 shall survive the termination of this Agreement.

*Section 2.7. Reduction and Termination.* (a) The Available Commitment shall be reduced from time to time as requested by the Authority within three (3) days of the Authority's written notice to the Lender requesting such reduction in the form of Exhibit E hereto; *provided,* that (i) each such reduction amount shall be in an amount equal to \$1,000,000 or an integral multiple thereof, and (ii) any reduction in the Available Commitment shall not be effective until the Lender delivers to the Authority a notice in the form attached hereto as Exhibit F reflecting such reduction.

(b) The Authority may at any time and at its sole option terminate the Commitment upon three (3) Business Days' prior written notice to the Lender. As a condition to any such termination, the Authority shall pay or cause to be paid all Obligations owed to the Lender (other than Term Loans which shall be payable pursuant to the terms of Section 4.5 hereof).

*Section 2.8. Extension of Commitment Expiration Date.* The Authority may request an extension of the Commitment Expiration Date in writing in the form of Exhibit C hereto not more than one (1) year prior to the then current Commitment Expiration Date and not less than 150 days prior to the then current Commitment Expiration Date. The Lender will make reasonable efforts to respond to such request within sixty (60) days after receipt of all information necessary, in the Lender's judgment, to permit the Lender to make an informed credit decision. If the Lender fails to definitively respond to such request within such 60-day period, the Lender shall be deemed to have refused to grant the extension requested. The Lender may, in its sole and absolute discretion, decide to accept or reject any such proposed extension and no extension shall become effective unless the Lender shall have consented thereto in writing in the form of Exhibit G hereto or otherwise. The Lender's consent, if granted, shall be conditioned upon the preparation, execution and delivery of documentation in form and substance satisfactory to the Lender (which may include, but shall not be limited to the delivery of a "no adverse effect opinion" of Bond Counsel to the Lender with respect to the tax-exempt status of the Tax-Exempt Loans).

*Section 2.9. Funding Indemnity.* In the event the Lender shall incur any loss, cost, or expense (including, without limitation, any loss, cost, or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired or contracted to be acquired by the Lender to make any Advance, Revolving Loan or Term Loan or the relending or reinvesting of such deposits or other funds or amounts paid or prepaid to the Lender) as a result of any optional payment or prepayment of any Advance, Revolving Loan or Term Loan on a date other than a Rate Reset Date for any reason, whether before or after default, then upon the demand of the Lender, the Authority shall pay to the Lender a payment or prepayment premium, as applicable in such amount as will reimburse the Lender for such loss, cost, or expense. If the Lender requests such payment or prepayment premium, as applicable, it shall provide to the Authority a certificate setting forth the computation of the loss, cost, or expense giving rise to the request for such payment or prepayment premium, as applicable in reasonable detail and such certificate shall be conclusive if reasonably determined.

*Section 2.10. Payments.* All payments to be made by the Authority shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Authority hereunder shall be made to the Lender at the Lender's Office in Dollars and in immediately available funds not later than 12:00 noon, California time, on the date specified herein. All payments received by the Lender after 12:00 noon, California time, shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Authority shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be. Notwithstanding anything herein to the contrary, where this Agreement provides for payment by the Authority to the Lender for any amount, the Authority may satisfy such obligation

by causing the Trustee to pay such amount directly to the Lender from Subordinate Net Revenues under the Subordinate Trust Indenture.

*Section 2.11. Inability to Determine Rates.* (a) If in connection with any request for a Loan (i) the Lender determines (which determination shall be conclusive absent manifest error) that (A) no Successor Rate for the Relevant Rate has been determined in accordance with Section 2.11(b) or Section 2.11(c) hereof and the circumstances under clause (i) of Section 2.11(b) or of Section 2.11(c) hereof or the Scheduled Unavailability Date, or the SOFR Scheduled Unavailability Date, has occurred with respect to such Relevant Rate (as applicable) or (B) adequate and reasonable means do not otherwise exist for determining the Relevant Rate with respect to a proposed Loan or (ii) the Lender determines that for any reason that the Relevant Rate with respect to a proposed Loan does not adequately and fairly reflect the cost to the Lender of funding such Loan, the Lender will promptly so notify the Authority. Thereafter the obligation of the Lender to make or maintain Loans shall be suspended in each case. Upon receipt of such notice, (i) the Authority may revoke any pending request for a Loan or, failing that, will be deemed to have converted such request into a request for a Loan at the applicable Base Rate in the amount specified therein, and (ii) any outstanding Loan shall be deemed to have been converted to a Loan that bears interest at the applicable Base Rate immediately.

(b) *Replacement of SOFR or SOFR Successor Rate.* Notwithstanding anything to the contrary in this Agreement, if the Lender determines (which determination shall be conclusive absent manifest error), or the Authority notifies the Lender that the Authority has determined, that:

(i) adequate and reasonable means do not exist for ascertaining SOFR because SOFR is not available or published on a current basis and such circumstances are unlikely to be temporary; or

(ii) the Applicable Authority has made a public statement identifying a specific date after which SOFR shall or will no longer be representative or made available, or permitted to be used for determining the interest rate of bilateral loans denominated in Dollars, or shall or will otherwise cease, provided that, at the time of such statement, there is no successor administrator that is satisfactory to the Lender, that will continue to provide SOFR on a representative basis (the date on which SOFR is no longer representative or available permanently or indefinitely, the “*SOFR Scheduled Unavailability Date*”);

or if the events or circumstances of the type described in Section 2.11(c)(i) or (ii) have occurred with respect to the SOFR Successor Rate then in effect, then, the Lender and the Authority may amend this Agreement solely for the purpose of replacing SOFR or any then current SOFR Successor Rate in accordance with this Section 2.11 with an alternative benchmark rate giving due consideration to any evolving or then existing convention for similar bilateral credit facilities in the U.S. and denominated in Dollars for such alternative benchmarks, and, in each case, including any mathematical or other adjustments to such benchmark giving due consideration to any evolving or then existing convention for similar bilateral credit facilities in the U.S. and denominated in Dollars for such benchmarks (any such proposed rate, including for the avoidance of doubt, any adjustment thereto, a “*SOFR Successor Rate*”), and any such amendment shall

become effective at 5:00 p.m. on the fifth Business Day after the Lender shall have posted such proposed amendment to the Authority.

(c) *Replacement of Relevant Rate or Successor Rate.* Notwithstanding anything to the contrary in this Agreement, if the Lender determines (which determination shall be conclusive absent manifest error), or the Authority notifies the Lender that the Authority has determined that:

(i) adequate and reasonable means to not exist for ascertaining the Relevant Rate (other than SOFR) because none of the tenors of such Relevant Rate (other than SOFR) under this Agreement is available or published on a current basis, and such circumstances are unlikely to be temporary; or

(ii) the Applicable Authority has made a public statement identifying a specific date after which all tenors of the Relevant Rate (other than SOFR) under this Agreement shall or will no longer be representative or made available, or permitted to be used for determining the interest rate of syndicated loans denominated in such, or shall or will otherwise cease, provided that, in each case, at the time of such statement, there is no successor administrator that is satisfactory to the Lender that will continue to provide such representative tenor(s) of the Relevant Rate (other than SOFR) for such (the latest date on which all tenors of the Relevant Rate under this Agreement are no longer representative or available permanently or indefinitely, the “*Scheduled Unavailability Date*”;

or if the events or circumstances of the type described in Section 2.11(b)(i) or (ii) have occurred with respect to the Successor Rate then in effect, then, the Lender and the Authority may amend this Agreement solely for the purpose of replacing the Relevant Rate or any then current Successor Rate in accordance with this Section 2.11 with an alternative benchmark rate giving due consideration to any evolving or then existing convention for similar credit facilities in the U.S. for such alternative benchmarks, and, in each case, including any mathematical or other adjustments to such benchmark giving due consideration to any evolving or then existing convention for similar credit facilities loaned in the U.S. for such benchmarks (and any such proposed rate, including for the avoidance of doubt, any adjustment thereto, a “*Non-SOFR Successor Rate*”, and collectively with the SOFR Successor Rate, each a “*Successor Rate*”), and any such amendment shall become effective at 5:00 p.m. on the fifth Business Day after the Lender shall have posted such proposed amendment to the Authority.

(d) *Successor Rate.* The Lender will promptly (in one or more notices) notify the Authority of the implementation of any Successor Rate.

Any Successor Rate shall be applied in a manner consistent with market practice; *provided* that to the extent such market practice is not administratively feasible for the Lender, such Successor Rate shall be applied in a manner as otherwise reasonably determined by the Lender.

Notwithstanding anything else herein, if at any time any Successor Rate as so determined would otherwise be less than 0.00%, the Successor Rate will be deemed to be 0.00% for the purposes of this Agreement.

In connection with the implementation of a Successor Rate, the Lender will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement; *provided* that, with respect to any such amendment effected, the Lender shall provide each such amendment implementing such Conforming Changes to the Authority reasonably promptly after such amendment becomes effective.

### ARTICLE III

#### REVOLVING LOANS

*Section 3.1. Making of Revolving Loans.* Each Advance shall constitute a loan made by the Lender to the Authority on the date of such Advance (individually, a “*Revolving Loan*” and collectively, the “*Revolving Loans*”). Each Revolving Loan shall constitute a Subordinate Obligation under the Master Subordinate Trust Indenture.

*Section 3.2. Revolving Loans Evidenced by Notes.* (a) The Non-AMT Revolving Loans shall be evidenced by a promissory note of the Authority to the Lender in substantially the form set forth in Exhibit A-1 hereto (as amended or supplemented from time to time, the “*Non-AMT Note*”) to be issued on the Effective Date, payable to the Lender in a principal amount up to the Available Commitment on the Effective Date and otherwise duly completed. All Non-AMT Revolving Loans made by the Lender and all payments and prepayments made on account of principal thereof shall be recorded by the Lender on the schedule (or a continuation thereof) attached to the Non-AMT Note, it being understood, however, that failure by the Lender to make any such endorsement shall not affect the obligations of the Authority hereunder or under the Non-AMT Note in respect of unpaid principal and interest on any Non-AMT Revolving Loan. Each entry on the Non-AMT Note with respect to a Non-AMT Revolving Loan schedule shall reflect the applicable principal amount and the applicable interest rate.

(b) The AMT Revolving Loans shall be evidenced by a promissory note of the Authority to the Lender in substantially the form set forth in Exhibit A-2 hereto (as amended or supplemented from time to time, the “*AMT Note*”) to be issued on the Effective Date, payable to the Lender in a principal amount up to the Available Commitment on the Effective Date and otherwise duly completed. All AMT Revolving Loans made by the Lender and all payments and prepayments made on account of principal thereof shall be recorded by the Lender on the schedule (or a continuation thereof) attached to the AMT Note, it being understood, however, that failure by the Lender to make any such endorsement shall not affect the obligations of the Authority hereunder or under the AMT Note in respect of unpaid principal and interest on any AMT Revolving Loan. Each entry on the AMT Note with respect to a AMT Revolving Loan schedule shall reflect the applicable principal amount and the applicable interest rate.

(c) The Taxable Revolving Loans shall be evidenced by a promissory note of the Authority to the Lender in substantially the form set forth in Exhibit A-3 hereto (as amended or supplemented from time to time, the “*Taxable Note*”) to be issued on the Effective Date, payable to the Lender in a principal amount up to the Available Commitment on the Effective Date and

otherwise duly completed. All Taxable Revolving Loans made by the Lender and all payments and prepayments made on account of principal thereof shall be recorded by the Lender on the schedule (or a continuation thereof) attached to the Taxable Note, it being understood, however, that failure by the Lender to make any such endorsement shall not affect the obligations of the Authority hereunder or under the Taxable Note in respect of unpaid principal and interest on any Taxable Revolving Loan. Each entry on the Taxable Note with respect to a Taxable Revolving Loan schedule shall reflect the applicable principal amount and the applicable interest rate.

*Section 3.3. Interest on Revolving Loans.* Each Loan made or maintained by the Lender shall bear interest on each day that it is outstanding (computed on the basis of a year of 360 days and actual days elapsed) on the unpaid principal amount thereof. Each AMT Loan and each Non-AMT Loan shall bear interest at a rate per annum equal to the applicable Tax-Exempt Rate. Each Taxable Loan shall bear interest at a rate per annum equal to the applicable Taxable Rate. The Tax-Exempt Rate for a particular Advance relating to an AMT Loan or a Non-AMT Loan shall be determined by the Lender on each U.S. Government Securities Business Day. The Taxable Rate, as applicable, for a particular Advance relating to a Taxable Loan shall be determined by the Lender on each U.S. Government Securities Business Day. Interest on each Loan shall be payable by the Authority on each Interest Payment Date and on the Revolving Loan Maturity Date.

*Section 3.4. Repayment of Revolving Loans.* The principal of each Revolving Loan shall be repaid in full on the Revolving Loan Maturity Date; *provided*, that if the conditions to the making of the Term Loan set forth in Section 4.2 hereof are satisfied on the Revolving Loan Maturity Date, the principal of all Revolving Loans shall be paid from the proceeds of the applicable Term Loan.

*Section 3.5. Prepayment of Revolving Loans.* The Authority may prepay any Loan, in whole or in part, on a Rate Reset Date, without cost, penalty or premium, provided at least three (3) days' written notice is provided by the Authority to the Lender. Each such notice of optional prepayment shall be irrevocable and shall bind the Authority to make such prepayment in accordance with such notice. All prepayments of principal shall include accrued interest to the date of prepayment and all other amounts due pursuant to this Agreement.

## ARTICLE IV

### THE TERM LOAN

*Section 4.1. Term Loan.* The Authority shall have the option to convert (a) the unpaid principal amount of any Taxable Revolving Loan to a Taxable Term Loan, (b) the unpaid principal amount of any Non-AMT Revolving Loan to a Non-AMT Term Loan and (c) the unpaid principal amount of any AMT Revolving Loan to an AMT Term Loan, in each case on the Revolving Loan Maturity Date, if the conditions set forth in Section 4.2 hereof are satisfied on the Revolving Loan Maturity Date. Each Term Loan shall constitute a Subordinate Obligation under the Master Subordinate Trust Indenture.



*Section 4.2. Conditions Precedent to Term Loan.* The obligation of the Lender to convert the principal amount owed on a Revolving Loan to a Taxable Term Loan, a Non-AMT Term Loan or an AMT Term Loan, as applicable, shall be subject to the fulfillment of each of the following conditions precedent on or before the Revolving Loan Maturity Date in a manner satisfactory to the Lender:

(a) The following statements shall be true and correct on the Conversion Date, and the Lender shall have received a certificate incorporating by reference the definitions of the capitalized terms defined in this Agreement, signed by a Designated Representative and dated the Conversion Date, stating that:

(i) the representations and warranties of the Authority contained herein and in each of the other Related Documents and each certificate, letter, other writing or instrument delivered by the Authority to the Lender pursuant hereto or thereto are true and correct on and as of the Conversion Date as though made on and as of such date; and

(ii) no Default or Event of Default has occurred and is continuing as of such Conversion Date or would result from converting the Revolving Loans to a Term Loan as requested; and

(b) In the case of the conversion to a Tax-Exempt Term Loan, (A)(i) the Lender shall be satisfied that the opinion of Bond Counsel delivered pursuant to Section 2.4(a)(v) hereof remains in full force and effect with respect to such Tax-Exempt Term Loan or (ii) the Lender shall have received an opinion from Bond Counsel dated the date of such Term Loan as to the exclusion of interest on the Tax-Exempt Term Loans from gross income for federal income tax purposes, in form and substance satisfactory to the Lender and (B) the Lender shall have received an opinion of Bond Counsel in form and substance satisfactory to the Lender that such conversion will not adversely affect the tax exempt status of the interest on any Tax-Exempt Loans.

*Section 4.3. Term Loans Evidenced by Notes.* (a) The principal amount of each Non-AMT Term Loan shall also be evidenced by the Non-AMT Note. Each Non-AMT Term Loan made by the Lender and all payments and prepayments on the account of the principal and interest of each Non-AMT Term Loan shall be recorded by the Lender on the schedule attached to the Non-AMT Note; *provided, however*, that the failure of the Lender to make any such endorsement or any error therein shall not affect the obligations of the Authority hereunder or under the Non-AMT Note in respect of unpaid principal and interest on each Non-AMT Term Loan.

(b) The principal amount of each AMT Term Loan shall also be evidenced by the AMT Note. Each AMT Term Loan made by the Lender and all payments and prepayments on the account of the principal and interest of each AMT Term Loan shall be recorded by the Lender on the schedule attached to the AMT Note; *provided, however*, that the failure of the Lender to make any such endorsement or any error therein shall not affect the obligations of the Authority

hereunder or under the AMT Note in respect of unpaid principal and interest on each AMT Term Loan.

(c) The principal amount of each Taxable Term Loan shall also be evidenced by the Taxable Note. Each Taxable Term Loan made by the Lender and all payments and prepayments on the account of the principal and interest of each Taxable Term Loan shall be recorded by the Lender on the schedule attached to the Taxable Note; *provided, however*, that the failure of the Lender to make any such endorsement or any error therein shall not affect the obligations of the Authority hereunder or under the Taxable Note in respect of unpaid principal and interest on each Taxable Term Loan.

*Section 4.4. Interest on Term Loan.* Each Term Loan shall bear interest from the Conversion Date to the date such Term Loan is paid in full at a rate per annum equal to the Lender Rate as determined by the Lender pursuant to Section 2.5 hereof. Interest on each Term Loan shall be paid to the Lender monthly in arrears on each Interest Payment Date. Interest on each Term Loan shall be calculated on the basis of a year of 360 days based on the actual number of days elapsed.

*Section 4.5. Repayment of Term Loan.* The principal of each Term Loan shall be paid in installments payable on each Amortization Payment Date (each such payment, an “*Amortization Payment*”), with the final installment in an amount equal to the entire then-outstanding principal amount of such Term Loan to be paid in full on the Amortization End Date (the period commencing on the Conversion Date and ending on the Amortization End Date is herein referred to as the “*Amortization Period*”). Each Amortization Payment shall be that amount of principal which will result in equal (as nearly as possible) aggregate Amortization Payments over the Amortization Period. The Authority acknowledges that the foregoing payment schedule may result in a final payment substantially higher than the preceding payments.

*Section 4.6. Prepayment of Term Loan.* The Authority may prepay each Term Loan, in whole or in part, on any Business Day, without cost, penalty or premium, provided at least three (3) days’ written notice is provided by the Authority to the Lender. Each such notice of optional prepayment shall be irrevocable and shall bind the Authority to make such prepayment in accordance with such notice. All prepayments of principal shall include accrued interest to the date of prepayment and all other amounts due pursuant to this Agreement.

## ARTICLE V

### SECURITY AND PLEDGE

*Section 5.1. Security and Pledge.* (a) The Authority hereby grants to the Lender a Lien on and pledge of Subordinate Net Revenues to secure the payment of all Repayment Obligations and the Notes. The pledge of the Subordinate Net Revenues for Repayment Obligations and the Notes pursuant to this Section 5.1(a) is a valid and binding obligation of the Authority, on a *pari passu* basis with the holders of all other Subordinate Obligations. No filing, registration, recording or publication of this Agreement or the Subordinate Trust Indenture or any other instrument nor

any prior separation or physical delivery of the Subordinate Net Revenues is required to establish the pledge provided for hereunder or under the Subordinate Trust Indenture or to perfect, protect or maintain the Lien created thereby on the Subordinate Net Revenues to secure the payment of Repayment Obligations and the payment of principal of and interest on the Notes.

(b) The Authority hereby grants to the Lender a Lien on and pledge of the Subordinate Net Revenues to secure all Obligations of the Authority under this Agreement on a *pari passu* basis with the holders of all other Subordinate Obligations. No filing, registration, recording or publication of this Agreement or the Subordinate Trust Indenture or any other instrument nor any prior separation or physical delivery of the Subordinate Net Revenues is required to establish the pledge provided for under this Agreement or the Subordinate Trust Indenture or to perfect, protect or maintain the Lien created thereby on the Subordinate Net Revenues to secure the Obligations hereunder.

## ARTICLE VI

### LIABILITY, INDEMNITY AND PAYMENT

*Section 6.1. Liability of the Authority.* The Authority and the Lender agree that the obligation of the Authority to pay the Obligations are contractual obligations of the Authority payable solely from the Subordinate Net Revenues and shall not be affected by, and the Lender shall not be responsible for, among other things, (i) the validity, genuineness or enforceability of this Agreement, the Notes or documents, notices or endorsements relating thereto (even if this Agreement or any documents, notices endorsements relating thereto should in fact prove to be in any and all respects invalid, fraudulent or forged), (ii) the use to which the amounts disbursed by the Lender may be put, or (iii) any other circumstances or happenings whatsoever, whether or not similar to any of the foregoing.

*Section 6.2. Indemnification by the Authority.* (a) In addition to any and all rights of reimbursement, indemnification, subrogation or any other rights pursuant hereto or under law or equity, the Authority hereby agrees (to the extent permitted by law) to indemnify and hold harmless the Lender and each Participant and their respective officers, directors and agents (each, an “*Indemnitee*”) from and against any and all claims, damages, losses, liabilities, reasonable costs or expenses whatsoever (including reasonable attorneys’ fees) which may incur or which may be claimed against an Indemnitee by any Person or entity whatsoever (collectively, the “*Liabilities*”) by reason of or in connection with (i) the execution and delivery or transfer of, or payment or failure to pay under, any Related Document; (ii) the making of any Advances or any Loans; (iii) the use of the proceeds of the Notes, Advances or Loans; (iv) any breach by the Authority of any warranty, covenant, term or condition in, or the occurrence of any default under any of the Related Documents, together with all reasonable expenses resulting from the compromise or defense of any claims or liabilities arising as a result of any such breach or default; (v) any action or proceeding relating to a court order, injunction or other process or decree restraining or seeking to restrain the Lender from paying any amount under this Agreement (other than actions or proceedings instituted by or on behalf of the Lender); or (vi) any investigation, litigation or other proceeding (whether or not the Lender or any Participant is a party thereto) related to the entering

into and/or each performance of any of the Related Document or the use of the proceeds of any Advance or any Loan under this Agreement; *provided* that the Authority shall not be required to indemnify an Indemnitee for any (i) claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of such Indemnitee, or (ii) with respect to disputes solely between the Authority and the Lender; *provided* that the Authority shall only be liable to the Indemnitee to the extent, and only to the extent of any direct, as opposed to special, indirect consequential or punitive damages (the right to receive special, indirect, consequential or punitive damages being hereby waived). Nothing under this Section 6.2 is intended to limit the Authority's payment of the Obligations.

(b) Notwithstanding anything to the contrary contained in this Section 6.2, (i) the Authority shall have no obligation to indemnify an Indemnitee for damages that the Authority proves were caused solely out of the gross negligence or willful misconduct of such Indemnitee, as determined by a court of competent jurisdiction, and (ii) the Authority shall have a claim against the Lender, and the Lender shall be liable to the Authority, to the extent of any direct, as opposed to special, indirect, consequential, damages suffered by the Authority which the Authority proves were caused solely by such Indemnitee's gross negligence or willful misconduct, as determined by a court of competent jurisdiction.

(c) The obligations of the Authority under this Section 6.2 shall survive the payment of the Notes, the Loans and all other Obligations and the termination of this Agreement.

*Section 6.3. Taxable Gross-up.* (i) In the event a Taxable Date occurs, the Authority hereby agrees to pay to the Lender, any Participant or the Noteholder on demand therefor (1) an amount equal to the difference between (A) the amount of interest that would have been paid to the Lender, such Participant or the Noteholder, as applicable, on any Tax-Exempt Loans during the period for which interest on such Tax-Exempt Loans, as applicable, is includable in the gross income of the Lender, such Participant or the Noteholder, as applicable, if such Tax-Exempt Loans had borne interest at the Taxable Rate, beginning on the Taxable Date (the "*Taxable Period*"), and (B) the amount of interest actually paid to the Lender, such Participant or the Noteholder, as applicable, during the Taxable Period, and (2) an amount equal to any interest, penalties or charges owed by the Lender, any Participant or a Noteholder, as applicable, as a result of interest on the Tax-Exempt Loans becoming includable in the gross income of the Lender, such Participant or such Noteholder, as applicable, together with any and all reasonable attorneys' fees, court costs, or other out-of-pocket costs incurred by the Lender, such Participant or such Noteholder, as applicable, in connection therewith.

(ii) Subject to the provisions of clauses (iii) and (iv) below, the Lender shall afford the Authority the opportunity, at the Authority's sole cost and expense, to contest (1) the validity of any amendment to the Code which causes the interest on any Tax-Exempt Loan to be includable in the gross income of the Lender, any Participant or the Noteholder or (2) any challenge to the validity of the tax exemption with respect to the interest on any Tax-Exempt Loan, including the right to direct the necessary litigation contesting such challenge (including administrative audit appeals).

(iii) As a condition precedent to the exercise by the Authority of its right to contest set forth in clause (ii) above, the Authority shall, on demand, immediately reimburse the Lender, such Participant or the Noteholder, as applicable, for any and all expenses (including reasonable attorneys' fees for services that may be required or desirable) that may be incurred by the Lender, such Participant or the Noteholder, as applicable, in connection with any such contest, and shall, on demand, immediately reimburse the Lender, such Participant or the Noteholder, as applicable, for any and all penalties or other charges payable by the Lender, such Participant or the Noteholder, as applicable, for failure to include such interest in its gross income; and

(iv) The obligations of the Authority under this Section 6.3 shall survive the termination of the Commitment and this Agreement.

*Section 6.4. Taxes.* If any payments to the Lender under this Agreement are made from outside the United States, the Authority will not deduct any foreign taxes from any payments it makes to the Lender. If any such taxes are imposed on any payments made by the Authority (including payments under this paragraph), the Authority will pay the taxes and will also pay to the Lender, at the time interest is paid, any additional amount which such Lender specifies as necessary to preserve the after-tax yield such Lender would have received if such taxes had not been imposed. As soon as practicable after any payment of taxes by the Authority to a Governmental Authority, as provided in this Section 6.4, the Authority will deliver to the Lender the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of any return reporting such payment or other evidence of such payment reasonably satisfactory to the Lender.

*Section 6.5. Calculation of Interest and Fees; Maximum Interest Rate; Default Rate.*  
(a) Interest on Loans and fees payable hereunder shall be calculated on the basis of a year of 360 days based on the actual number of days elapsed.

(b) Any and all amounts remaining unpaid when due under this Agreement shall bear interest at the Default Rate until repaid and shall be payable upon demand. Any such amounts which constitute interest remaining unpaid when due shall be added to principal, and such interest shall, in turn, bear interest at the Default Rate until repaid and shall be payable upon demand. Upon the occurrence and during the continuance of an Event of Default, the Loans and all other Obligations shall bear interest at the Default Rate, which shall be payable by the Authority to the Lender upon demand therefor and be calculated on the basis of a 360-day year and actual days elapsed.

(c) In the event that the rate of interest payable hereunder shall exceed the Maximum Rate for any period for which interest is payable, then (i) interest at the Maximum Rate shall be due and payable with respect to such interest period and (ii) interest at the rate equal to the difference between (A) the rate of interest calculated in accordance with the terms hereof and (B) the Maximum Rate (the "*Excess Interest Amount*"), shall be deferred until such date as the rate of interest calculated in accordance with the terms hereof ceases to exceed the Maximum Rate, at which time the Authority shall pay to the Lender, with respect to amounts then payable to the Lender that are required to accrue interest hereunder, such portion of the deferred Excess Interest Amount as will cause the rate of interest then paid to the Lender, to equal the Maximum Rate,

which payments of deferred Excess Interest Amount shall continue to apply to such unpaid amounts hereunder until all deferred Excess Interest Amount is fully paid to the Lender. Notwithstanding the foregoing, on the date on which no principal amount with respect to the Loans remains unpaid, the Authority shall pay to the Lender a fee equal to any accrued and unpaid Excess Interest Amount.

(d) All amounts paid pursuant to this Agreement shall be non-refundable and shall be paid in immediately available funds.

*Section 6.6. Liability of the Lender.* Neither the Lender nor any of its officers, directors, employees, representatives or agents shall be liable or responsible for (i) the use which may be made of any Advances, any Loans or this Agreement or for any acts, omissions, errors, interruptions, delays in transmission, dispatch or delivery of any message or advice, however transmitted, of the Lender in connection with this Agreement, any Advances, any Loans or the Notes, (ii) any action, inaction or omission which may be taken by the Lender in connection with this Agreement, any Advances, any Loans or the Notes, (iii) the validity, sufficiency or genuineness of documents, or of any endorsements thereon, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged, (iv) payment by the Lender against presentation of documents which do not comply with the terms of this Agreement or a Request for Advance, including failure of any documents to bear any reference or adequate reference to this Agreement, or (v) any other circumstances whatsoever in making or failing to make payment under this Agreement or pursuant to a Request for Advance, except for acts or events described in the immediately preceding clauses (i) through (v), to the extent, but only to the extent, of any direct, as opposed to special, indirect, consequential or punitive, damages (the right to receive special, indirect, consequential or punitive damages being hereby waived) suffered by it which the Authority proves were caused by (y) the Lender's willful misconduct or gross negligence in determining whether documents presented under this Agreement comply with the terms of this Agreement or (z) the Lender's failure to pay hereunder after the presentation to it of a Request for Advance strictly complying with the terms and conditions of this Agreement. The Authority further agrees that any action taken or omitted by the Lender under or in connection with this Agreement or the related draft or documents, if done without willful misconduct or gross negligence, shall be effective against the Authority as to the rights, duties and obligations of the Lender and shall not place the Lender under any liability to the Authority. In furtherance and not in limitation of the foregoing, the Lender may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary.

*Section 6.7. Obligations Unconditional.* The Authority's obligation to repay the Revolving Loans and the Term Loans and all of its other Obligations under this Agreement shall be absolute and unconditional under any and all circumstances, including without limitation: (a) any lack of validity or enforceability of this Agreement, the Notes or any of the other Related Documents; (b) any amendment or waiver of or any consent to departure from all or any of the Related Documents; (c) the existence of any claim, set-off, defense or other right which the Authority may have at any time against the Lender or any other person or entity, whether in connection with this Agreement, the other Related Documents, the transactions contemplated herein or therein or any unrelated transaction; or (d) any other circumstance or happening

whatsoever, whether or not similar to any of the foregoing; and irrespective of any setoff, counterclaim or defense to payment which the Authority may have against the Lender, any Participant, or any other Person, including, without limitation, any defense based on the failure of any nonapplication or misapplication of the proceeds of Advances hereunder, and irrespective of the legality, validity, regularity or enforceability of this Agreement, the Notes or any or all other Related Documents, and notwithstanding any amendment or waiver of (other than an amendment or waiver signed by the Lender explicitly reciting the release or discharge of any such obligation), or any consent to, or departure from, this Agreement, the Notes or any or all other Related Documents or any exchange, release, or nonperfection of any collateral securing the obligations of the Authority hereunder; *provided, however*, that nothing contained in this Section 6.7 shall abrogate or otherwise affect the rights of the Authority pursuant to Section 6.6 hereof.

## ARTICLE VII

### REPRESENTATIONS AND WARRANTIES

In order to induce the Lender to enter into this Agreement, the Authority makes the following representations and warranties to the Lender:

*Section 7.1. Organization; Existence.* The Authority is duly organized and validly existing as a local government entity of regional government organized and existing pursuant to the Act.

*Section 7.2. Power and Authority.* The Authority has (and had at the time of adoption, execution, delivery, issuance, sale or performance) full power, right and authority to (a) execute, deliver and perform its obligations under this Agreement and each of the Related Documents to which it is a party, and any and all instruments and documents required to be executed, adopted or delivered pursuant to or in connection herewith or therewith; (b) borrow amounts hereunder and to execute, deliver and perform its obligations under the Notes and to repay the Obligations at the times and in the manner set forth herein; (c) possess, manage and operate the Airport System and carry on its business as now conducted; and (d) perform each and all of the matters and things herein and therein provided for and the Authority has complied in all material respects with the laws of the State in all matters relating to such execution, delivery and performance.

*Section 7.3. Due Authorization.* This Agreement, the Subordinate Trust Indenture and each of the Related Documents to which the Authority is a party have been duly authorized, executed, issued and delivered. This Agreement, the Subordinate Trust Indenture, the Notes and each of the Related Documents to which the Authority is a party constitute legal, valid and binding obligations of the Authority, enforceable against the Authority in accordance with their respective terms, except as such enforceability may be limited by the valid exercise of judicial discretion and the constitutional powers of the United States of America and to valid bankruptcy, insolvency, reorganization, moratorium, or other similar laws and equitable principles relating to or affecting creditors' rights generally from time to time in effect. The Obligations are payable from and secured by Subordinate Net Revenues as set forth herein and in the Subordinate Trust Indenture. The Notes will be duly issued, executed and delivered in conformity with the Act and the

Subordinate Trust Indenture, and constitute legal, valid and binding special obligations of the Authority, enforceable in accordance with their respective terms, except as such enforceability may be limited by applicable reorganization, insolvency, liquidation, readjustment of debt, moratorium or other similar laws affecting the enforcement of the rights of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and entitled to the benefit and security of the Subordinate Trust Indenture.

*Section 7.4. Necessary Actions Taken.* The Authority has taken all actions necessary to be taken by it (a) for the execution and delivery of the Notes as Subordinate Obligations; (b) for the execution, adoption and delivery by the Authority of any and all instruments and the taking of all such other actions on the part of the Authority as may be necessary or appropriate for the effectuation and consummation of the transactions on the part of the Authority contemplated by this Agreement and the Related Documents or in connection herewith or therewith; and (c) to authorize or approve, as appropriate, the execution or adoption, issuance and delivery of, and the performance of its obligations under and the transactions contemplated by this Agreement and each of the Related Documents to which it is a party and the payment of the Obligations and the Notes at the times and in the manner set forth.

*Section 7.5. No Contravention.* The execution and delivery of this Agreement and each of the Related Documents to which the Authority is a party and compliance with the provisions hereof and thereof, will not conflict with or result in a violation of the Constitution or the laws of the State, including any debt limitations or other restrictions or conditions on the debt issuing power of the Authority, and will not conflict with or result in a violation of, or breach of, or constitute a default under, any law, judgment, order, decree or administrative regulation or any of the terms, conditions or provisions of the Act, the Master Senior Trust Indenture or the Subordinate Trust Indenture or any ordinance, judgment, decree, contract, loan agreement, note, bond, resolution, indenture, mortgage, deed of trust or other agreement or instrument to which the Authority is a party or by which it or any property of the Authority is bound and will not, except as expressly provided herein, result in the imposition or creation of any Lien, charge, or encumbrance upon or invalidate or adversely affect in any way the Subordinate Net Revenues. The Authority has not received any notice, not subsequently withdrawn, given in accordance with the remedy provisions of any bond resolution or ordinance, trust indenture, guarantee or agreement or State law pertaining to bonds or notes secured by the Subordinate Net Revenues, of any default or event of default of the Authority which has not been cured, remedied or waived.

*Section 7.6. Compliance.* The current collection of Subordinate Net Revenues and the management of the Airport System and the accounting and recordkeeping therefor are in material compliance with all applicable state and federal laws and all applicable resolutions, ordinances and rules of the Authority. The Authority is in compliance with the terms and conditions of the Subordinate Trust Indenture and each of the Related Documents to which it is a party, and no breach of the terms hereof or thereof has occurred and is continuing, and no Default or Event of Default has occurred and is continuing.

*Section 7.7. No Default.* No default by the Authority has occurred and is continuing in the payment of the principal of or premium, if any, or interest on any bond, note or other evidence



of indebtedness issued by the Authority and secured by the Subordinate Net Revenues. No bankruptcy, insolvency or other similar proceedings pertaining to the Authority or any agency or instrumentality of the Authority are pending or presently contemplated.

*Section 7.8. No Public Vote, Referendum or Legal Change.* (a) To the best knowledge of the Authority, there is no proposed amendment to the Constitution of the State or any proposed public vote, referendum or other ballot initiative, the effect of which could reasonably be expected to have a Material Adverse Effect.

(b) There is no amendment to the Constitution of the State or any published administrative interpretation of the Constitution of the State or any State law, or any public vote or referendum or other ballot initiative or any legislation that has passed either house of the State legislature, or any published judicial decision interpreting any of the foregoing, the effect of which could reasonably be expected to have a Material Adverse Effect.

*Section 7.9. No Immunity.* Under existing law, the Authority is not entitled to raise the defense of sovereign or governmental immunity in connection with any legal proceedings to enforce or collect upon this Agreement, the Related Documents or the transactions contemplated hereby or thereby, including the payment of the Obligations; *provided, however*, that a claimant shall be required to comply with the provisions of the Tort Claims Act set forth in California Government Code Section 810 *et seq.* in tort or contract suits, actions or proceedings brought against the Authority.

*Section 7.10. Litigation.* There is no action, investigation, suit or proceeding pending in any court, any other governmental authority with jurisdiction over the Authority or the Airport System or any arbitration in which service of process has been completed against the Authority or the Airport System or, to the knowledge of the Authority, any other action, investigation, suit or proceeding pending or threatened in any court, any other governmental authority with jurisdiction over the Authority or the Airport System or any arbitration, in either case against the Authority or the Airport System or any of their respective properties or revenues, or any of the Related Documents to which it is a party, which if determined adversely to the Authority would adversely affect (A) the legality, validity or enforceability of this Agreement, the Notes or the Related Documents to which it is a party, (B) the validity, enforceability or perfection of the pledge of and Lien on the Subordinate Net Revenues or on the amounts held in funds, accounts and subaccounts under the Subordinate Trust Indenture, (C) the status of the Authority as a local government entity of regional government, organized and validly existing under the laws of the State, (D) the exemption of interest on the Tax-Exempt Loans from the gross income of the recipients thereof for Federal income tax purposes, or (E) the rights and remedies of the Lender under any of the Related Documents or which is reasonably likely to have a Material Adverse Effect, except any action, suit or proceeding which has been brought prior to the Effective Date as to which the Lender has received an opinion of counsel satisfactory to the Lender, in form and substance satisfactory to the Lender and its counsel, to the effect that such action, suit or proceeding is without substantial merit.

*Section 7.11. Disclosure.* All information, reports and other papers and data with respect to the Authority furnished to the Lender, at the time the same were so furnished, were accurate in

all material respects. Any financial, budget and other projections furnished to the Lender were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of conditions existing at the time of delivery of such financial, budget or other projections.

*Section 7.12. Financial Information.* The Authority has delivered to the Lender a copy of the audited financial statements for the Authority and the Airport System for the fiscal year ended June 30, 2023. These together with related notes, fairly present the financial position and results of operation of the Authority and the Airport System as of the date and for the periods therein set forth. All such financial statements have been prepared in accordance with GAAP. There has been no material adverse change in the financial position, including the Net Revenues and Subordinate Net Revenues, results of operations or projections of revenues of the Airport System since June 30, 2023, except as disclosed in writing to the Lender prior to the Effective Date, which would be reasonably likely to result in a Material Adverse Effect. The Authority has no material contingent liabilities or other material contracts or commitments payable from Subordinate Net Revenues which are not reflected in such financial statements previously delivered to the Lender or in the notes thereto or otherwise as disclosed to the Lender.

*Section 7.13. Official Signatures.* The Authorized Authority Representative has and had full power and authority to execute, deliver and perform under this Agreement and each of the Related Documents to which the Authority is a party. Any agreement, certificate or request signed by or on behalf of any Authorized Authority Representative or Designated Representative and delivered to the Lender shall be deemed a representation and warranty by the Authority to the Lender as to the truth, accuracy and completeness of the statements made by the Authority therein.

*Section 7.14. Incorporation of Representations and Warranties by Reference.* The Authority hereby makes to the Lender the same representations and warranties made by the Authority in each Related Document to which the Authority is a party, which representations and warranties, as well as the related defined terms contained therein, are hereby incorporated by reference for the benefit of the Lender with the same effect as if each and every such representation and warranty and defined term were set forth herein in its entirety. Except as permitted by Section 8.15 hereof, no amendment to such representations and warranties or defined terms made pursuant to any Related Document shall be effective to amend such representations and warranties and defined terms as incorporated by reference herein without the prior written consent of the Lender.

*Section 7.15. Environmental Matters.* To the best knowledge of the Authority, the operations of the Airport System (i) have not become subject to any Environmental Liability nor does the Authority know of any basis for any Environmental Liability and (ii) are in material compliance with all of the requirements of applicable federal, state and local environmental, health and safety statutes and regulations (including all Environmental Laws) and are not the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, where a failure to comply with any such requirement or the need for any such remedial action would have a Material Adverse Effect. The Authority has obtained and maintains or complies with any permit, license or other approval required under any Environmental Law.

*Section 7.16. Security; Pledge of Subordinate Net Revenues Securing Obligations.* The Master Subordinate Trust Indenture creates, for the benefit of the Lender and the Noteholders, with respect to the payment of the principal of and interest on the Loans, the Notes and the Obligations, the legally valid, binding and irrevocable Lien on and pledge of the Subordinate Net Revenues. There is no Lien on the Subordinate Net Revenues other than the Liens created by the Subordinate Trust Indenture. None of the Master Senior Trust Indenture, the Master Subordinate Trust Indenture or the Tenth Supplemental Subordinate Trust Indenture permit the issuance of any Debt secured by the Subordinate Net Revenues to rank senior to the payment of the principal of and interest on the Subordinate Obligations, the Notes, the Loans, Advances or the Obligations. The payment of the Obligations ranks on a parity with the payment of the principal of and interest on the Subordinate Obligations and is not subordinate to any payment secured by a Lien on the Subordinate Net Revenues or any other claim and is prior as against all other Persons having claims of any kind in tort, contract or otherwise, whether or not such Persons have notice of such Lien. No filing, registration, recording or publication of the Subordinate Trust Indenture or any other instrument is required to establish the pledge provided for thereunder or to perfect, protect or maintain the Lien created thereby on the Subordinate Net Revenues to secure the Notes, the Loans, Advances and the Obligations. As of the Effective Date, there is no indebtedness of the Authority payable from or secured by the Subordinate Net Revenues or amounts held in funds, accounts or subaccounts under the Subordinate Trust Indenture or any portion thereof on a basis that is on a parity with the Obligations (including the Repayment Obligations and the Notes) other than the Subordinate Obligations existing as of the Effective Date. The Obligations and the Notes constitute "Subordinate Obligations" for purposes of the Subordinate Trust Indenture.

*Section 7.17. Tax Exempt Status of Tax-Exempt Loans.* The Authority has not taken any action and knows of no action that any other Person has taken which would cause interest on any Tax-Exempt Loan to be included in the gross income of the recipients thereof for Federal income tax purposes.

*Section 7.18. Margin Regulations.* The Authority is not engaged in the business of extending credit for the purpose of purchasing or carrying Margin Stock, and no part of the proceeds of the Advances, the Loans or the Notes or any amounts furnished by the Lender pursuant to a Request for Advance will be used to purchase or carry any Margin Stock or to extend credit to others for the purpose of purchasing or carrying any Margin Stock.

*Section 7.19. The Notes.* The Notes will be duly issued and the Notes and the Repayment Obligations shall constitute Subordinate Obligations under the Subordinate Trust Indenture and will be entitled to the benefits thereof.

*Section 7.20. Pari Passu.* Under the laws of the State, the obligation of the Authority under this Agreement to pay interest at the Taxable Rate, the Tax-Exempt Rate, the Lender Rate or the Default Rate as set forth herein constitutes a charge and Lien on the Subordinate Net Revenues equal to and on a parity with the charge and Lien upon the Subordinate Net Revenues for the payment of the Repayment Obligations and the principal of and interest on the Notes and all other Subordinate Obligations under the Subordinate Trust Indenture.

*Section 7.21. Maximum Rate.* The terms of the Related Documents (including the Notes) regarding the calculation of interest and fees do not violate any applicable usury laws.

*Section 7.22. Valid Lien.* The Authority's irrevocable pledge of the Subordinate Net Revenues and amounts hereunder and under the Subordinate Trust Indenture and in the funds, accounts and subaccounts established and maintained under the Subordinate Trust Indenture to and for the payment of the Obligations of the Authority under this Agreement and for the payment of the Repayment Obligations and the Notes is valid and binding and no further acts, instruments, approvals or consents are necessary for the creation, validity or perfection thereof. The provisions of the Subordinate Trust Indenture constitute a contract between the Authority and the Lender subject to the provisions of the Subordinate Trust Indenture, and the Lender, may at law or in equity, by suit, action, mandamus or other proceedings, enforce and compel the performance of all duties required to be performed by the Authority as a result of issuing the Notes.

*Section 7.23. ERISA; Plans; Employee Benefit Plans.* The Authority is not subject to ERISA and maintains no Plans.

*Section 7.24. Solvency.* After giving effect to the issuance of the Notes and the other obligations contemplated by this Agreement, the Authority is solvent, having assets of a fair value which exceeds the amount required to pay its debts (including contingent, subordinated, unmatured and unliquidated liabilities) as they become absolute and matured, and the Authority is able to and anticipates that it will be able to meet its debts as they mature and has adequate capital to conduct its business in which it is engaged.

*Section 7.25. Anti-Terrorism Laws.* Neither the Authority nor any of Affiliates thereof is in violation of any Laws relating to terrorism or money laundering ("*Anti-Terrorism Laws*"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "*Executive Order*"), and the Patriot Act;

- (i) neither the Authority nor any Affiliate thereof is any of the following:
  - (A) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;
  - (B) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;
  - (C) a Person with which the Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;
  - (D) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; or
  - (E) a Person that is named as a "specially designated national and blocked person" on the most current list published by the Office of Foreign Asset

Control (“OFAC”) or any list of Persons issued by OFAC pursuant to the Executive Order at its official website or any replacement website or other replacement official publication of such list; and

(ii) to the best of the Authority’s knowledge neither the Authority nor any Affiliate thereof (A) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described in subsection (i) above, (B) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or (C) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

## ARTICLE VIII

### COVENANTS OF THE AUTHORITY

The Authority will do the following so long as the Commitment is outstanding or any Obligations remain outstanding under this Agreement, unless the Lender shall otherwise consent in writing:

*Section 8.1. Maintenance of Existence.* To the extent permitted by law, the Authority shall maintain its existence pursuant to the Act and the laws of the State and at all times maintain its ownership of the Airport System.

*Section 8.2. Reports, Certificates and Other Information.* The Authority shall furnish or cause to be furnished to the Lender copies of:

(a) as soon as available, but in any event within two hundred and forty (240) days after the end of each Fiscal Year, the annual audited financial statements for the Authority together with the opinion of the Authority’s independent accountants and a certificate from the Executive Director or the Chief Financial Officer addressed to the Lender demonstrating compliance with Section 8.7 hereof and stating that neither a Default nor an Event of Default has occurred which was continuing at the end of such Fiscal Year or on the date of his certification, or, if such an event has occurred and was continuing at the end of such Fiscal Year or on the date of his certification, indicating the nature of such event and the action which the Authority proposes to take with respect thereto;

(b) reserved;

(c) as soon as available, but in any event within ninety (90) days following the approval thereof, the Authority Budget and annual appropriation resolution for the Authority;

(d) as soon as available, all notices, certificates, instruments, letters and written commitments in connection with the Revolving Obligations provided to the Trustee other than those notices, certificates, instruments, letters and written commitments that relate solely to the routine issuance and payment of the Revolving Obligations;

(e) within twenty (20) days after the issuance by the Authority of any Senior Lien Revenue Bonds secured by Net Revenues or any Subordinate Obligations secured by Subordinate Net Revenues, with respect to which a final official statement or other offering circular has been prepared by the Authority, the Authority will provide to the Lender notice of such issuance and a copy of such official statement or offering circular (or a link to EMMA with respect to such official statement or offering circular);

(f) (i) promptly upon obtaining knowledge of any Default or Event of Default, or notice thereof, and within five (5) days thereafter, a certificate signed by a Designated Representative specifying in reasonable detail the nature and period of existence thereof and what action the Authority has taken or proposes to take with respect thereto; and (ii) promptly following a written request of the Lender, a certificate of a Designated Representative as to the existence or absence, as the case may be, of a Default or an Event of Default under this Agreement;

(g) as promptly as practicable, written notice to the Lender of all litigation served against the Authority and all proceedings before any court or governmental authority which could reasonably be expected to have a Material Adverse Effect or of any other event which is likely to have a Material Adverse Effect; and

(h) such other information regarding the affairs and condition of the Authority and the Airport System as the Lender may from time to time reasonably request; *provided* that the Authority shall not be required to furnish such information if doing so violates applicable law as reasonably construed.

*Section 8.3. Maintenance of Books and Records.* The Authority will keep, and cause to be kept, proper books of record and account in which full, true and correct entries in accordance with the Authority's budget basis accounting principles and reporting practices will be made of all dealings or transactions in relation to its activities.

*Section 8.4. Access to Books and Records.* To the extent permitted by law, the Authority will permit any Person designated by the Lender (at the expense of the Lender) to visit any of the offices of the Authority to examine the books and financial records (except books and financial records the examination of which by the Lender is prohibited by law or subject to some privilege), including minutes of meetings of any relevant governmental committees or agencies, and make copies thereof or extracts therefrom, and to discuss the affairs, finances and accounts of the Authority with their principal officials, all at such reasonable times and as often as the Lender may reasonably request.

*Section 8.5. Compliance with Documents.* The Authority agrees that it will perform and comply with each and every covenant and agreement required to be performed or observed by it

in each of the Related Documents to which it is a party, which provisions, as well as related defined terms contained therein, are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety all of which shall be deemed to be made for the benefit of the Lender and shall be enforceable against the Authority. To the extent that any such incorporated provision permits the Authority or any other Person to waive compliance with such provision or requires that a document, opinion or other instrument or any event or condition be acceptable or satisfactory to the Authority or any Person, for purposes of this Agreement, such provision shall be complied with unless it is specifically waived by the Lender in writing and such document, opinion or other instrument and such event or condition shall be acceptable or satisfactory only if it is acceptable or satisfactory to the Lender which shall only be evidenced by the written approval by the Lender of the same. Except as permitted by Section 8.15 hereof, no termination or amendment to such covenants and agreements or defined terms or release of the Authority with respect thereto made pursuant to any of the Related Documents to which the Authority is a party, shall be effective to terminate or amend such covenants and agreements and defined terms or release the Authority with respect thereto in each case as incorporated by reference herein without the prior written consent of the Lender. Notwithstanding any termination or expiration of any such Related Document to which the Authority is a party, the Authority shall, unless such Related Document has terminated in accordance with its terms and has been replaced by a new Related Document, continue to observe the covenants therein contained for the benefit of the Lender until the termination of this Agreement. All such incorporated covenants shall be in addition to the express covenants contained herein and shall not be limited by the express covenants contained herein nor shall such incorporated covenants be a limitation on the express covenants contained herein.

*Section 8.6. Compliance with Law.* The Authority shall comply with and observe the obligations and requirements set forth in the Constitution of the State of California and in all statutes and regulations binding upon it relating to the Airport System and the Related Documents to which the Authority is a party.

*Section 8.7. Rate Covenant.* The Authority covenants and agrees that it shall take any and all action necessary such that Revenues and Subordinate Net Revenues in each Fiscal Year shall equal an amount at least sufficient to satisfy the provisions of Section 5.04 of the Master Subordinate Trust Indenture.

*Section 8.8. Further Assurances.* From time to time hereafter, the Authority will execute and deliver such additional instruments, certificates or documents, and will take all such actions as the Lender may reasonably request for the purposes of implementing or effectuating the provisions of the Related Documents to which the Authority is a party or for the purpose of more fully perfecting or renewing the rights of the Lender with respect to the rights, properties or assets subject to such documents (or with respect to any additions thereto or replacements or proceeds thereof or with respect to any other property or assets hereafter acquired by the Authority which may be deemed to be a part thereof). Upon the exercise by the Lender of any power, right, privilege or remedy pursuant to the Related Documents to which the Authority is a party which requires any consent, approval, registration, qualification or authorization of any governmental authority or instrumentality, the Authority will, to the extent permitted by law, execute and deliver all necessary applications, certifications, instruments and other documents and papers that the Lender may be

required to obtain for such governmental consent, approval, registration, qualification or authorization.

*Section 8.9. No Impairment.* The Authority will neither take any action, nor cause any Person to take any action, under any Related Document which would materially adversely affect the rights, remedies or security of the Lender under this Agreement or any other Related Document or which could result in a Material Adverse Effect.

*Section 8.10. Application of Proceeds.* The Authority will not take or omit to take any action, which action or omission will in any way result in the proceeds from any Loan being applied in a manner other than as provided in the Subordinate Trust Indenture, the Tax Certificate and this Agreement.

*Section 8.11. Reserved.*

*Section 8.12. Reserved.*

*Section 8.13. Limitation on Additional Debt.* The Authority will not issue any additional Subordinate Obligations payable from or secured by Subordinate Net Revenues (other than the Revolving Obligations issued in accordance with the provisions of the Tenth Supplemental Subordinate Trust Indenture and this Agreement) unless the Authority complies with the provisions of Section 2.11 of the Master Subordinate Trust Indenture. Within ten (10) days after the issuance by the Authority of any Subordinate Obligations secured by Subordinate Net Revenues, the Authority will provide the Lender copies of the certificates required to be delivered by the Authority pursuant to Section 2.09(d) and (e) of the Master Subordinate Trust Indenture.

*Section 8.14. Maintenance of Tax Exempt Status.* The Authority will not take any action or omit to take any action that, if taken or omitted, would adversely affect the exclusion of interest on any Tax-Exempt Loan from the gross income of any Holder for Federal income tax purposes; *provided, however,* that the Authority shall not be in violation of the provisions of this Section 8.14 as a result of a Holder being a “substantial user” of the projects financed or refinanced with proceeds of an AMT Loan or a “related person” for purposes of Section 147(a) of the Code.

*Section 8.15. Amendments to Master Senior Trust Indenture, Master Subordinate Trust Indenture and Other Related Documents.* The Authority will not amend or modify, or permit to be amended or modified in any manner whatsoever (i) Sections 2.11, 4.01, 4.02 (excluding clauses (vi) and (vii) of subparagraph (b) thereof), 5.03, 5.04, 5.06, 5.08, 5.09 or 5.12 of the Master Senior Trust Indenture and Sections 2.11, 4.01, 5.05, 5.07 and 5.08 of the Master Subordinate Trust Indenture, in each case without the prior written consent of the Lender nor shall it amend, modify or supplement any other provision of the Master Senior Trust Indenture or the Master Subordinate Trust Indenture (other than those set forth above) in a manner which would have a material adverse effect upon the Authority’s ability to perform its obligations under this Agreement or to repay indebtedness that is secured by the Subordinate Net Revenues or which adversely affects the security for the Notes or the Authority’s ability to repay when due the Obligations or the rights or remedies of the Lender under the Related Documents or hereunder; or (ii) any other Related Document without the prior written consent of the Lender.



*Section 8.16. Maintenance of Insurance.* The Authority covenants and agrees that it shall comply with Section 5.10 of the Master Senior Trust Indenture.

*Section 8.17. Reserved.*

*Section 8.18. Taxes and Liabilities.* The Authority shall pay all its indebtedness and obligations promptly and in accordance with their terms and pay and discharge or cause to be paid and discharged promptly all taxes, assessments and governmental charges or levies imposed upon it or upon its income and profits, or upon any of its property, real, personal or mixed, or upon any part thereof, before the same shall become in default, which default could have a Material Adverse Effect; *provided* that the Authority shall have the right to defer payment or performance of obligations to Persons other than the Lender so long as it is contesting in good faith the validity of such obligations by appropriate legal action and no final order or judgment has been entered with respect to such obligations.

*Section 8.19. Trustee.* Unless otherwise consented to in writing by the Lender, the Authority shall ensure that any replacement Trustee shall have capital of not less than \$500,000,000, and such Trustee or its respective parent organization shall have an underlying rating from Moody's and S&P of at least "A2" (or its equivalent) and "A" (or its equivalent), respectively.

*Section 8.20. Waiver of Sovereign Immunity.* The Authority hereby agrees not to assert the defense of any future right of sovereign or governmental immunity in any legal proceeding to enforce or collect upon the obligations of the Authority under this Agreement or any other Related Document or the transactions contemplated hereby or thereby.

*Section 8.21. Credit Facilities.* (i) In the event that the Authority shall, directly or indirectly, enter into or otherwise consent to any Bank Agreement, which such Bank Agreement provides such Person with additional or more restrictive covenants (including without limitation financial covenants) and/or additional or more restrictive events of default (collectively, the "Additional Rights") than are provided to the Lender in this Agreement, then, upon the occurrence of an event of default (without regard to a waiver of such event of default) under such agreement (or amendment thereto) caused by such Additional Rights, such Additional Rights shall automatically be deemed to be incorporated into this Agreement and the Lender shall have the benefits of such Additional Rights; *provided, however,* that such Additional Rights shall automatically be deemed to be incorporated into this Agreement and the Lender shall have the benefits of such Additional Rights only from and after the occurrence of an event of default under the related Bank Agreement caused by the Additional Rights or a failure by the Authority to comply with such Additional Rights. The Authority shall promptly, upon the occurrence of an event of default (without regard to a waiver of such event of default) under the related Bank Agreement caused by such Additional Rights or a failure by the Authority to comply with such Additional Rights, enter into an amendment to this Agreement to include such Additional Rights, *provided* that the Lender shall maintain the benefit of such Additional Rights even if the Authority fails to provide such amendment. If the Authority shall amend the related Bank Agreement such that it no longer provides for such Additional Rights, then, without the consent of the Lender, this

Agreement shall automatically no longer contain the related Additional Rights and the Lender shall no longer have the benefits of any of the related Additional Rights.

(ii) In the event that the Authority shall enter into or otherwise consent to any Bank Agreement, which such Bank Agreement provides for any term or provision which permits any outstanding advance, loan or drawing to be amortized over a period shorter than the Amortization Period set forth in Section 4.5 hereof (such shorter amortization period, the “*Shorter Amortization Period*”), this Agreement shall automatically be deemed to be amended such that the Amortization Period set forth in Section 4.5 hereof shall be such Shorter Amortization Period. Upon the occurrence of the conditions set forth in the immediately preceding sentence, the Authority shall promptly enter into an amendment to this Agreement such that the Amortization Period equals such Shorter Amortization Period, *provided* that the Amortization Period shall equal the Shorter Amortization Period regardless of whether this Agreement is amended. If the Authority shall amend the Bank Agreement such that it no longer provides for an amortization of the related advance, loan, drawing or other obligation for a period less than the Amortization Period as of the Effective Date, then, the Authority shall promptly enter into an amendment to this Agreement such that the Amortization Period equals the Amortization Period set forth in Section 4.5 hereof as of the Effective Date, *provided* that the Amortization Period shall equal the Amortization Period set forth in Section 4.5 hereof as of the Effective Date regardless of whether this Agreement is amended.

*Section 8.22. Right to Accelerate.* In the event the Authority shall, directly or indirectly, enter into or otherwise consent to any Bank Agreement, which Bank Agreement includes the right to accelerate the payment of the principal of or interest on any series of Senior Lien Revenue Bonds or Subordinate Obligations issued or incurred pursuant to such Bank Agreement upon the occurrence and continuation of an event of default or event of termination under such Bank Agreement, or such Bank Agreement includes the right to accelerate the payment of the principal of or interest on any series of Senior Lien Revenue Bonds or Subordinate Obligations issued or incurred pursuant to such Bank Agreement upon the occurrence and continuation of an event of default or event of termination under such Bank Agreement within a shorter period than is available to the Lender under this Agreement (herein referred to as “*New Acceleration Provisions*”), then such New Acceleration Provisions shall automatically be deemed incorporated herein and the Lender shall automatically have the benefit of such New Acceleration Provisions. The Authority shall promptly, upon the occurrence of the Authority entering into any Bank Agreement (or amendment thereto) which provides for New Acceleration Provisions, enter into an amendment to this Agreement to include such New Acceleration Provisions; *provided* that the Lender shall maintain the benefit of such New Acceleration Provisions even if the Authority fails to provide such amendment. The release, termination or other discharge of such Bank Agreement that provides for such New Acceleration Provisions shall be effective to amend, release, terminate or discharge (as applicable) such provisions as incorporated by reference herein without the consent of the Lender.

*Section 8.23. Maintenance of Ratings.* The Authority shall at all times maintain long-term unenhanced ratings on Subordinate Obligations (other than this Agreement, the Note and the Repayment Obligations hereunder) by any two Nationally Recognized Statistical Rating Organizations (as defined under the Securities Exchange Act of 1934, as amended) approved by

the Lender. As of the Effective Date, the Authority maintains long-term unenhanced ratings on the Subordinate Obligations from Fitch and Moody's. Such Rating Agencies are approved by the Lender (unless and until the Lender notifies the Authority in writing that it no longer approves of Fitch or Moody's).

*Section 8.24. Liens, Etc.* The Authority shall not create or suffer to exist any Lien upon or with respect to any of the funds or accounts created under the Subordinate Trust Indenture except those Liens specifically permitted under the Subordinate Trust Indenture; *provided, however*, that, unless otherwise consented to in advance in writing by the Lender, in no event will the Authority permit any Lien upon the Net Revenues or the Subordinate Net Revenues securing any termination payment pursuant to any Swap Contract to be on parity with or senior to the Lien on Subordinate Net Revenues securing the Repayment Obligations and the Notes.

*Section 8.25. Federal Reserve Board Regulations.* The Authority shall not use any portion of the proceeds of any Advances, any Loans or the Notes for the purpose of carrying or purchasing any Margin Stock.

*Section 8.26. Use of Lender's Name.* Except as may be required by law (including, but not limited to, federal and state securities laws), the Authority shall not use the Lender's name in any published materials (other than the Authority's staff reports, annual statements, audited financial statements, and rating agency presentations) without the prior written consent of the Lender (which consent shall not be unreasonably withheld); *provided* that, without the prior written consent of the Lender, the Authority may identify the Lender as a party to this Agreement, the stated amount of the Commitment, the expiration date of the Commitment, that the interest rate on the Loans is based on Daily SOFR plus a spread (such spread shall not be identified) or a benchmark other than Daily SOFR plus a spread (such spread shall not be identified), that the Authority's obligations under this Agreement are secured by Subordinate Net Revenues, the events of default and remedies set forth in this Agreement and refer to the posting of a redacted version of this Agreement on EMMA, in offering documents with respect to the Senior Lien Revenue Bonds and the Subordinate Obligations, so long as no other information relating to this Agreement or the Lender is disclosed in such offering documents without the prior written consent of the Lender.

*Section 8.27. Consolidation, Merger, Etc.* The Authority shall not dissolve or otherwise dispose of all or substantially all of the assets of the Authority or consolidate with or merge into another Person or permit one or more other Persons to consolidate with or merge into the Authority; *provided, however*, that the Authority may consolidate with or merge into another Person or permit one or more other Persons to consolidate with or merge into the Authority if each of the following conditions shall have been fulfilled:

- (i) such merger or consolidation shall be with or into another governmental entity which shall assume in writing, reasonably satisfactory in form and substance to the Lender, or by operation of law the due and punctual performance and observance of all of the covenants, agreements and conditions of this Agreement and the other Related Documents;

(ii) such merger or consolidation shall not adversely affect or impair to any extent or in any manner (1) the Subordinate Net Revenues, (2) the availability of the Subordinate Net Revenues for the payment and security of the obligations of the Authority under this Agreement, or (3) the pledge or security afforded by the Master Senior Trust Indenture and the Master Subordinate Trust Indenture to the Senior Lien Revenue Bonds and the Subordinate Obligations, and the Authority shall have furnished to the Lender, for the benefit of the Lender, an opinion of its Bond Counsel, satisfactory in form and substance to the Lender, to such effect; and

(iii) the Authority shall have given the Lender not less than 60 days' prior written notice of such merger or consolidation and furnished to the Lender all such information concerning such merger or consolidation as shall have been reasonably requested by the Lender.

*Section 8.28. Incorporation of Waiver of Jury Trial and Judicial Reference from Bank Agreements.* In the event that the Authority has or shall enter into, or otherwise consent to any Bank Agreement which (i) provides that the Authority waives any right to a trial by jury in any action, suit or proceeding arising under or relating to such Bank Agreement, or (ii) provides that the Authority consents to the adjudication of any action, suit or proceeding arising under or relating to such Bank Agreement pursuant to judicial reference as provided in California Code of Civil Procedure Section 638, this Agreement shall be deemed to be amended to include a substantially similar provision for the benefit of the Lender (any such provision described in (i) or (ii) referred to herein as a “*Section 8.28 Bank Agreement Provision*”). The Authority shall promptly notify the Lender of any Bank Agreement which it enters into with any other Person which contains a Section 8.28 Bank Agreement Provision, and the Authority shall promptly, and in any event within thirty (30) Business Days after the effective date of such Bank Agreement provide the Lender with a copy of such Bank Agreement. To evidence the foregoing, upon the reasonable request of the Lender, the Authority shall enter into an amendment to this Agreement within sixty (60) days after a request by the Lender to document any Section 8.28 Bank Agreement Provision deemed to be added to this Agreement pursuant to this Section. Notwithstanding the foregoing, the Lender shall automatically maintain the benefit of any Section 8.28 Bank Agreement Provision, even if the Authority fails to provide the Lender with a copy of such Bank Agreement containing the Section 8.28 Bank Agreement Provision or fails to enter into any such amendment to this Agreement with the Lender.

## **ARTICLE IX**

### **RESERVED**

## **ARTICLE X**

### **DEFAULTS AND REMEDIES**

*Section 10.1. Events of Default and Remedies.* If any of the following events shall occur, each such event shall be an “Event of Default”:

(a) the Authority fails to pay, or cause to be paid, when due (i) any principal of or interest on any Note, (ii) any Repayment Obligation or (iii) any other Obligation;

(b) any representation, warranty or statement made by or on behalf of the Authority herein or in any Related Document to which the Authority is a party or in any certificate delivered pursuant hereto or thereto shall prove to be untrue in any material respect on the date as of which made or deemed made; or the documents, certificates or statements of the Authority (including unaudited financial reports, budgets, projections and cash flows of the Authority and the Airport System) furnished to the Lender by or on behalf of the Authority in connection with the transactions contemplated hereby, when taken as a whole, are materially inaccurate in light of the circumstances under which they were made and as of the date on which they were made;

(c) (i) the Authority fails to perform or observe any term, covenant or agreement contained in Sections 8.1, 8.9, 8.13, 8.14, 8.15, 8.18, 8.24, and 8.25 inclusive; or (ii) the Authority fails to perform or observe any other term, covenant or agreement contained in this Agreement (other than those referred to in Sections 10.1(a) and 10.1(c)(i)) and any such failure cannot be cured or, if curable, remains uncured for thirty (30) days after written notice thereof to the Authority;

(d) the Authority shall (i) default in the payment of the principal of or interest on the Senior Lien Revenue Bonds or the Subordinate Obligations (other than the Revolving Obligations, the Notes or the Loans), beyond the period of grace, if any, provided in the instrument or agreement under which such Senior Lien Revenue Bonds or the Subordinate Obligations was issued or incurred; (ii) default in the observance or performance of any agreement or condition relating to any Senior Lien Revenue Bonds or the Subordinate Obligations or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause the holder or holders of such Senior Lien Revenue Bonds or the Subordinate Obligations (or a trustee or agent on behalf of such holder or holders) to cause (determined without regard to whether any notice is required), any such Senior Lien Revenue Bonds or the Subordinate Obligations to become due prior to its stated maturity; or (iii) default in the observance or performance of any agreement or condition relating to any Senior Lien Revenue Bonds or the Subordinate Obligations or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to permit the holder or holders of such Senior Lien Revenue Bonds or the Subordinate Obligations (or a trustee or agent on behalf of such holder or holders) to cause (determined without regard to whether any notice is required), any such Senior Lien Revenue Bonds or the Subordinate Obligations to become due prior to its stated maturity;

(e) (i) any provision of this Agreement or any Related Document related to (A) payment of principal of or interest on the Notes, the Loans, the Advances or any other Subordinate Obligations or (B) the validity or enforceability of the pledge of the Subordinate Net Revenues or any other pledge or security interest created by the Subordinate Trust Indenture shall at any time for any reason cease to be valid and binding

on the Authority as a result of any legislative or administrative action by a Governmental Authority with competent jurisdiction, or shall be declared, in a final nonappealable judgment by any court of competent jurisdiction, to be null and void, invalid or unenforceable;

(ii) the validity or enforceability of any material provision of this Agreement or any Related Document related to (A) the payment of the principal of or interest on the Notes, the Loans, the Advances or any other Subordinate Obligations, or (B) the validity or enforceability of the pledge of the Subordinate Net Revenues or any other pledge or security interest created by the Subordinate Trust Indenture shall be publicly contested by the Authority; or

(iii) any other material provision of this Agreement or any other Related Document, other than a provision described in clause (i) above, shall at any time for any reason cease to be valid and binding on the Authority as a result of any legislative or administrative action by a Governmental Authority with competent jurisdiction or shall be declared in a final non-appealable judgment by any court with competent jurisdiction to be null and void, invalid, or unenforceable, or the validity or enforceability thereof shall be publicly contested by the Authority;

(f) a final judgment or order for the payment of money in excess of \$35,000,000 (in excess of the coverage limits of any applicable insurance therefor) shall have been rendered against the Authority and such judgment or order shall not have been satisfied, stayed, vacated, discharged or bonded pending appeal within a period of one hundred twenty (120) days from the date on which it was first so rendered;

(g) (i) a debt moratorium, debt restructuring, debt adjustment or comparable restriction is imposed on the repayment when due and payable of any obligation secured by a Lien, charge or encumbrance upon the Net Revenues or Subordinate Net Revenues; (ii) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors, the Authority seeks to have an order for relief entered with respect to it or seeking to adjudicate it insolvent or bankrupt or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition or other relief with respect to it or its debts; (iii) the Authority seeks appointment of a receiver, trustee, custodian or other similar official for itself or for any substantial part of the Authority's property or a receiver, trustee, custodian or other similar official shall be appointed for the Authority or for any substantial part of the Authority's property, or the Authority shall make a general assignment for the benefit of its creditors; (iv) there shall be commenced against the Authority any case, proceeding or other action of a nature referred to in clause (ii) above and the same shall remain undismissed; (v) there shall be commenced against the Authority any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its property which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal, within sixty (60) days from the entry thereof; (vi) the Authority takes action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), (iii), (iv) or (v)

above; or (vii) the Authority shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or

(h) in the event that any Authority Rating is suspended, withdrawn, or otherwise unavailable from any Rating Agency, or if any Authority Rating is reduced below “Baa2” (or its equivalent), “BBB” (or its equivalent) or “BBB” (or its equivalent) by any of Moody’s, S&P or Fitch, respectively (but excluding any suspension or withdrawal of any such Authority Rating if the applicable Rating Agency has stipulated in writing that the rating action is being taken for non-credit related reasons); or

(i) any event of default under the Master Senior Trust Indenture or the Subordinate Trust Indenture shall occur; or

(j) except as otherwise permitted under Section 8.27 hereof, the dissolution or termination of the existence of the Authority shall occur; or

(k) any Governmental Authority of competent jurisdiction shall declare a financial emergency or similar declaration with respect to the Authority and shall appoint or designate, with respect to the Authority, an entity such as an organization, a board, a commission, an authority, an agency or any other similar body to manage the affairs and operations of the Authority; or

(l) any Lien created by this Agreement or the Subordinate Trust Indenture or any other Related Document in favor of, or for the benefit of, the Lender or any Noteholder shall at any time or for any reason (except as expressly permitted to be released by the terms of such governing document) not constitute a valid Lien.

*Section 10.2. Remedies.* (a) Upon the occurrence and continuation of any Event of Default the Lender may exercise any one or more of the following rights and remedies in addition to any other remedies herein or by law *provided*:

(i) by written notice to the Authority, reduce the Available Commitment to zero and thereafter the Lender will have no further obligation to make Advances hereunder and/or terminate the Commitment;

(ii) either personally or by attorney or agent without bringing any action or proceeding, or by a receiver to be appointed by a court in any appropriate action or proceeding, take whatever action at law or in equity may appear necessary or desirable to collect the amounts due and payable under the Related Documents or to enforce performance or observance of any obligation, agreement or covenant of the Authority under the Related Documents, whether for specific performance of any agreement or covenant of the Authority or in aid of the execution of any power granted to the Lender in the Related Documents;

(iii) cure any Default, Event of Default or event of nonperformance hereunder or under any Related Document; *provided, however*, that the Lender shall have no obligation to effect such a cure; and

(iv) exercise, or cause to be exercised, any and all remedies as it may have under the Related Documents and as otherwise available at law and at equity.

*Section 10.3. No Waiver.* No failure on the part of Lender to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law. No delay or omission by the Lender in the exercise of any right, remedy or power or in the pursuit of any remedy shall impair any such right remedy or power or be construed to be a waiver of any default on the part of the Lender or to be acquiescence therein. No express or implied waiver by the Lender of any Event of Default shall in any way be a waiver of any future or subsequent Event of Default.

*Section 10.4. Discontinuance of Proceedings.* In case the Lender shall proceed to invoke any right, remedy or recourse permitted hereunder or under the Related Documents and shall thereafter elect to discontinue or abandon the same for any reason, the Lender shall have the unqualified right so to do and, in such event, the Authority and the Lender shall be restored to their former positions with respect to the Obligations, the Related Documents and otherwise, and the rights, remedies, recourse and powers of the Lender hereunder shall continue as if the same had never been invoked.

## ARTICLE XI

### MISCELLANEOUS

*Section 11.1. Evidence of Debt.* The Lender shall maintain in accordance with its usual practices an account or accounts evidencing the indebtedness resulting from each Advance, each Revolving Loan and each Term Loan made from time to time hereunder and the amounts of principal and interest payable and paid from time to time hereunder. In any legal action or proceeding in respect of this Agreement, the entries made in such account or accounts shall be conclusive evidence (absent manifest error) of the existence and amounts of the obligations therein recorded.

*Section 11.2. Amendments and Waivers.* No amendment or waiver of any provision of this Agreement nor consent to any departure by the parties hereto shall in any event be effective unless the same shall be in writing and signed by such parties, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

*Section 11.3. Addresses for Notices.* Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be mailed by first-class mail, registered or certified, return receipt requested, or express mail, postage prepaid, or sent by telex,



telegram, teletype or other similar form of rapid transmission confirmed by mailing (by first-class mail, registered or certified, return receipt requested, or express mail, postage prepaid) written confirmation at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party. All such communications shall be mailed, sent or delivered to the address or numbers set forth below, or as to each party at such other address or numbers as shall be designated by such party in a written notice to the other parties.

The Authority:

San Diego County Regional Airport Authority  
**[2417 McCain Road]**  
San Diego, California 92101  
Attention: Vice President, Chief Financial Officer  
Telephone: 619-400-2802

with a copy to:

San Diego County Regional Airport Authority  
**[2417 McCain Road]**  
San Diego, California 92101  
Attention: General Counsel  
Telephone: (619) 400-2802

The Lender:

Bank of America  
110 N Wacker Dr.  
Chicago, IL 60606  
Attention: Tiffany Chiu  
Telephone: (312) 234-4428

with a copy to:

Bank of America  
333 S. Hope St., STE 3820  
Los Angeles, CA 90071  
Attention: Greg Bailey  
Telephone: (213) 621-7131

The Trustee:

U.S. Bank Trust Company, National Association  
633 West Fifth Street, 24th Floor  
Los Angeles, California 90071  
Attention: Corporate Trust Services  
Telephone: (213) 615-6023

*Section 11.4. Survival of This Agreement.* All covenants, agreements, representations and warranties made in this Agreement shall survive the extension by the Lender of the Commitment and shall continue in full force and effect so long as the Commitment shall be unexpired or any sums drawn or due thereunder or any other obligations shall be outstanding and unpaid, regardless of any investigation made by any Person and so long as any amount payable hereunder remains unpaid. The agreement of the Authority to indemnify the Lender and each Indemnitee under Section 6.2 hereof shall continue in full force and effect notwithstanding a termination of the Commitment or the fulfillment of all Obligations. The obligations of the Authority under Sections 6.3 and 2.6(e) hereof shall also continue in full force and effect notwithstanding a termination of the Commitment or the fulfillment of all Obligations. Whenever in this Agreement the Lender is referred to, such reference shall be deemed to include the successors and assigns of the Lender and all covenants, promises and agreements by or on behalf of the Authority which are contained in this Agreement shall inure to the benefit of the successors and assigns of the Lender. The rights and duties of the Authority may not be assigned or transferred without the prior written consent of the Lender, and all obligations of the Authority hereunder shall continue in full force and effect notwithstanding any assignment by the Authority of any of its rights or obligations under any of the Related Documents or any entering into, or consent by the Authority to, any supplement or amendment to, or termination of, any of the Related Documents.

*Section 11.5. Severability.* Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

*Section 11.6. Governing Law; Jurisdiction and Venue.* (a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PROVISIONS.

(b) EACH OF PARTIES HERETO HEREBY IRREVOCABLY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA AND ANY COURT IN THE STATE OF CALIFORNIA, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION, SUIT OR PROCEEDING BROUGHT AGAINST OR BY IT IN CONNECTION WITH THIS AGREEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT RELATED THERETO, AND THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREE THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD OR DETERMINED IN SUCH CALIFORNIA STATE COURT OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. THE PARTIES AGREE THAT A FINAL NONAPPEALABLE JUDGMENT IN ANY SUCH ACTION, SUIT OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE AND AGREE NOT TO ASSERT BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH COURTS, THAT THE SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, THAT THE VENUE OF THE SUIT, ACTION OR PROCEEDING IS IMPROPER OR THAT THE RELATED DOCUMENTS OR THE SUBJECT MATTER THEREOF MAY NOT BE LITIGATED IN OR BY SUCH COURTS.

*Section 11.7. Successors and Assigns.*

(a) *Successors and Assigns Generally.* This Agreement is a continuing obligation and shall be binding upon the Authority, its successors, transferees and assigns and shall inure to the benefit of the Noteholders and their respective permitted successors, transferees and assigns. The Authority may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Lender. Notwithstanding anything to the contrary set forth herein, so long as no Event of Default shall have occurred and be continuing hereunder, Bank of America, N.A. may not assign its obligations to fund Advances and Loans pursuant to the terms of this Agreement without the prior written consent of the Authority (such consent not to be unreasonably withheld). Each Noteholder may, in its sole discretion and in accordance with applicable Law, from time to time assign, sell or transfer in whole or in part, this Agreement, its interest in the Note(s) and the other Related Documents in accordance with the provisions of paragraph (b) or (c) of this Section. Each Noteholder may at any time and from time to time enter into participation agreements in accordance with the provisions of paragraph (d) of this Section. Each Noteholder may at any time pledge or assign a security interest subject to the restrictions of paragraph (e) of this Section.

(b) *Sales and Transfers by Noteholder to a Lender Transferee.* Without limitation of the foregoing generality, a Noteholder may at any time sell or otherwise transfer to one or more transferees all or a portion of the Notes to a Person that is (i) an Affiliate of the Lender or (ii) a trust or other custodial arrangement established by the Lender or an Affiliate of the Lender, the owners of any beneficial interest in which are limited to Qualified Transferees (each, a “*Lender Transferee*”). From and after the date of such sale or transfer, Bank of America, N.A. (and its successors) shall continue to have all of the rights of the Lender hereunder and under the other Related Documents as if no such transfer or sale had occurred; *provided, however*, that (A) no such sale or transfer referred to in clause (b)(i) or (b)(ii) hereof shall in any way affect the obligations of the Lender hereunder, (B) any such sale or transfer referred to in clause (b)(i) or (b)(ii) hereof shall be in a minimum amount of \$250,000, (C) the Authority and the Trustee shall be required to deal only with the Lender with respect to any matters under this Agreement and (D) in the case of a sale or transfer referred to in clause (b)(i) or (b)(ii) hereof, only the Lender shall be entitled to enforce the provisions of this Agreement against the Authority. Additionally, each Lender Transferee of all or a portion of the Note(s) shall be deemed to have acknowledged, represented, warranted and agreed with the Authority to all of the provisions set forth in the “*Noteholder Representations*” attached to the applicable Note. The Lender shall endeavor to provide written notice of such sale or transfer to the Authority and the Trustee for purposes of Section 2.04 of the Master Subordinate Trust Indenture. Upon the request of the Authority, the Lender shall provide the addresses and related information with respect to the Lender Transferee to the Authority.

(c) *Sales and Transfers by Noteholder to a Non-Lender Transferee.* Without limitation of the foregoing generality, a Noteholder may at any time sell or otherwise transfer all or any portion of the Note(s) to one or more transferees that the Lender reasonably believes is qualified to purchase or hold the Bonds which are not Lender Transferees but each of which constitutes a Qualified Transferee (each, a “*Non-Lender Transferee*”) if written notice of such sale or transfer, including that such sale or transfer is to a Non-Lender Transferee, together with addresses and related information with respect to the Non-Lender Transferee, shall have been given to the

Authority, the Trustee and the Lender (if different than the Noteholder) by such selling Noteholder and Non-Lender Transferee; provided, however, that (x) in any such case the Authority and the Trustee shall be required to deal only with the Lender with respect to any matters under this Agreement and (y) any such sale or transfer shall be in a minimum amount of \$250,000. Additionally, each Non-Lender Transferee of all or a portion of the Note(s) shall be deemed to have acknowledged, represented, warranted and agreed with the Authority to all of the provisions set forth in the “Noteholder Representations” attached to the Notes. The Lender shall endeavor to provide written notice of such sale or transfer to the Authority and the Trustee for purposes of Section 2.04 of the Master Subordinate Trust Indenture.

From and after the date the Authority, the Trustee and the selling Noteholder have received written notice, (A) the Non-Lender Transferee thereunder shall be a party hereto and shall have the rights and obligations of a Noteholder (other than its obligation to fund Advances and Loans, as more fully set forth in paragraph (a) of this Section 11.7) hereunder and under the other Related Documents, and this Agreement shall be deemed to be amended to the extent, but only to the extent, necessary to effect the addition of the Non-Lender Transferee, and any reference to the assigning Noteholder hereunder and under the other Related Documents shall thereafter refer to such transferring Noteholder and to the Non-Lender Transferee to the extent of their respective interests, and (B) if the transferring Noteholder no longer owns any Notes, then it shall relinquish its rights and be released from its obligations hereunder and under the Related Documents (other than its obligation to fund Advances and Loans, as more fully set forth in paragraph (a) of this Section 11.7); *provided, however*, that in any such case the Authority and the Trustee shall be required to deal only with the Lender with respect to any matters under this Agreement.

(d) *Participations.* The Lender shall have the right to grant participations in all or a portion of the Lender’s interest in the Notes, this Agreement and the other Related Documents to one or more other banking institutions; *provided, however*, that (i) no such participation by any such participant shall in any way affect the obligations of the Lender hereunder and (ii) the Authority and the Trustee shall be required to deal only with the Lender, with respect to any matters under this Agreement, the Bonds and the other Related Documents and no such participant shall be entitled to enforce any provision hereunder against the Authority.

(e) *Certain Pledges.* The Lender may at any time pledge or grant a security interest in all or any portion of its rights under the Notes, this Agreement and the Related Documents to secure obligations of the Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; *provided* that no such pledge or assignment shall release the Lender from any of its obligations hereunder or substitute any such pledgee or assignee for the Lender as a party hereto.

*Section 11.8. No Setoff.* Notwithstanding anything to the contrary contained herein, the Lender, any Participant and any Noteholder hereby agrees that it will not assert any of its statutory or common law rights of setoff as the depository bank of the Authority in connection with the collection or repayment of any of the Obligations or any other obligation of the Authority owing to the Lender, any Participant or any Noteholder under this Agreement or the other Related Documents.

*Section 11.9. Headings.* Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

*Section 11.10. Counterparts.* This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, taken together, shall constitute but one and the same Agreement. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or “printouts,” if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually-signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e-mail message; and, “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

*Section 11.11. Patriot Act.* The Lender hereby notifies the Authority that pursuant to the requirements of the Patriot Act it is required to obtain, verify and record information that identifies the Authority, which information includes the name and address of the Authority and other information that will allow the Lender to identify the Authority in accordance with the Patriot Act. The Authority hereby agrees that it shall promptly provide such information upon request by the Lender.

*Section 11.12. Electronic Execution of Certain Documents.* This Agreement and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement (each a “Communication”), including Communications required to be in writing, may, if agreed by the Lender, be in the form of an Electronic Record and may be executed using Electronic Signatures, including, without limitation, facsimile and/or .pdf. The Authority agrees that any Electronic Signature (including, without limitation, facsimile or .pdf) on or associated with any Communication shall be valid and binding on the Authority to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of the Authority enforceable against the Authority in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered to the Lender. Any Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Lender of a manually signed paper Communication which has been converted

into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The Lender may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record (“*Electronic Copy*”), which shall be deemed created in the ordinary course of the Lender’s business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, the Lender is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Lender pursuant to procedures approved by it; *provided, further*, without limiting the foregoing, (a) to the extent the Lender has agreed to accept such Electronic Signature, the Lender shall be entitled to rely on any such Electronic Signature without further verification and (b) upon the request of the Lender any Electronic Signature shall be promptly followed by a manually executed, original counterpart. For purposes hereof, “Electronic Record” and “Electronic Signature” shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

*Section 11.13. Amendment and Restatement.* This Agreement shall become effective on the Effective Date and shall supersede, amend and restate all provisions of that certain Revolving Credit Agreement dated as of July 19, 2021, between the Authority and the Lender, (the “*Existing Agreement*”). From and after the Effective Date, all references made to the Existing Agreement in any instrument or document shall, without more, be deemed to refer to this Agreement. Without limiting the foregoing, the parties to this Agreement hereby acknowledge and agree that the “Agreement” referred to in the Existing Agreement shall from and after the Effective Date be deemed a reference to this Agreement. This Agreement amends and restates the Existing Agreement but is not intended to be or operate as a novation or an accord and satisfaction of the Existing Agreement or the indebtedness, obligations and liabilities of the Authority evidenced or provided for thereunder. This Agreement does not extinguish the obligations for the payment of money outstanding under the Existing Agreement or discharge or release the obligations or the liens or priority of any pledge or any other security therefor.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

SAN DIEGO COUNTY REGIONAL AIRPORT  
AUTHORITY

By: \_\_\_\_\_  
Name: Kimberly J. Becker  
Title: President and CEO

Attest:

By: \_\_\_\_\_  
Name: Shawna Morales  
Title: Assistant Authority Clerk II,  
Board Services

Approved as to form:

By: \_\_\_\_\_  
Name: Amy Gonzales  
Title: General Counsel

BANK OF AMERICA, N.A.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A-1**

**[FORM OF NON-AMT NOTE]**

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”), OR UNDER THE SECURITIES LAWS OF ANY STATE OR JURISDICTION. THIS NOTE IS SUBJECT TO CERTAIN TRANSFER RESTRICTIONS AS PROVIDED IN SECTION 11.7 OF THE HEREIN DEFINED AGREEMENT AND IN THE “NOTEHOLDER REPRESENTATIONS” ATTACHED HERETO.

**SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY  
SUBORDINATE AIRPORT REVENUE REVOLVING OBLIGATIONS  
GOVERNMENTAL PURPOSE/NON-AMT NOTE**

Dated: July [ ], 2024

\$200,000,000

For value received, the San Diego County Regional Airport Authority (the “*Authority*”) promises to pay to the order of Bank of America, N.A., and its successors and assigns (the “*Lender*”), located at 333 S. Hope Street, Suite 3820, Los Angeles, California 90071, the aggregate unpaid principal amount of all Non-AMT Revolving Loans and Non-AMT Term Loans made by the Lender from time to time pursuant to the Amended and Restated Revolving Credit Agreement, dated as of July [ ], 2024 (together with any amendments or supplements thereto, the “*Agreement*”), by and between the Authority and the Lender, on the dates and in the amounts provided for in the Agreement.

The Authority promises to pay interest on the unpaid principal amount of all Non-AMT Revolving Loans and Non-AMT Term Loans on the dates and at the rates provided for in the Agreement. All payments of principal and interest shall be made to the Lender in lawful money of the United States of America in immediately available funds. All capitalized terms used herein and not otherwise defined herein shall have the meanings specified in the Agreement.

This Note is the Non-AMT Note referred to in the Agreement and is entitled to the benefits thereof and of the Related Documents referred to therein. This Note is subject to prepayment, in whole or in part in accordance with the terms of the Agreement.

The Lender agrees, by acceptance of this Note, that before disposing of this Note it will make a notation on the schedule attached hereto of all Non-AMT Revolving Loans and Non-AMT Term Loans evidenced hereby and all principal payments and prepayments made hereunder and of the date to which interest hereon has been paid; *provided, however*, that the failure to make any such notation shall not limit or otherwise affect the obligation of the Authority hereunder with respect to payments of principal of and interest on this Note.

This Note is issued pursuant to, in entitled to the benefits of, and is subject to, the provisions of the Agreement, that certain Master Subordinate Trust Indenture, dated as of September 1, 2007,



(the “*Master Subordinate Trust Indenture*”), by and between the Authority and U.S. Bank Trust Company, National Association, successor in interest to U.S. Bank National Association, as successor trustee (the “*Trustee*”), as heretofore amended, and as amended from time to time in accordance with the terms thereof, and that certain Tenth Subordinate Trust Indenture dated as of July [ ], 2024 (the “*Tenth Subordinate Trust Indenture*,” and together with the Master Subordinate Trust Indenture, the “*Subordinate Trust Indenture*”), by and between the Authority and the Trustee. This Note constitutes a Subordinate Obligation within the meaning of the Subordinate Trust Indenture.

This Note is payable solely from the Subordinate Net Revenues in accordance with the Agreement, and this Note does not constitute a legal or equitable pledge, charge, lien or encumbrance upon any other property of the Authority. The holder hereof shall not have the right to demand payment of this obligation from any sources or properties of the Authority except the Subordinate Net Revenues.

THIS NOTE IS A SPECIAL, LIMITED OBLIGATION OF THE AUTHORITY, PAYABLE SOLELY FROM AND SECURED BY A PLEDGE OF SUBORDINATE NET REVENUES DERIVED BY THE AUTHORITY FROM THE OPERATIONS OF THE AIRPORT SYSTEM AND CERTAIN FUNDS AND ACCOUNTS. NONE OF THE PROPERTIES OF THE AIRPORT SYSTEM ARE SUBJECT TO ANY MORTGAGE OR OTHER LIEN FOR THE BENEFIT OF THE OWNERS OF THIS NOTE, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER, IF ANY, OF THE AUTHORITY, THE CITY OF SAN DIEGO, THE COUNTY OF SAN DIEGO, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION OR AGENCY OF THE STATE IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS NOTE.

THIS NOTE AND THE INTEREST THEREON AND THE OTHER OBLIGATIONS DUE AND PAYABLE BY THE AUTHORITY UNDER THE AGREEMENT ARE JUNIOR AND SUBORDINATE IN ALL RESPECTS TO THE SENIOR LIEN REVENUE BONDS AS TO LIEN ON AND SOURCE AND SECURITY FOR PAYMENT FROM THE NET REVENUES.

THIS NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA.

ALL ACTS, CONDITIONS AND OTHER MATTERS REQUIRED TO EXIST, TO HAPPEN AND TO BE PERFORMED, PRECEDENT TO AND IN THE ISSUANCE OF THIS NOTE, DO EXIST, HAVE HAPPENED AND HAVE BEEN PERFORMED IN DUE TIME, FORM AND MANNER AS REQUIRED BY LAW AND THE ACT.

SAN DIEGO COUNTY REGIONAL AIRPORT  
AUTHORITY

By: \_\_\_\_\_  
President and CEO

Attest:

By: \_\_\_\_\_  
Assistant Authority Clerk II,  
Board Services

**CERTIFICATE OF AUTHENTICATION**

U.S. Bank Trust Company, National Association, as Trustee, hereby certifies that this Note is a Subordinate Obligation, as defined in the Subordinate Trust Indenture, and a Revolving Obligation, as defined in the Tenth Supplemental Subordinate Trust Indenture.

Date of Authentication: July [\_\_], 2024

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, as Trustee

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

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

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

## NOTEHOLDER REPRESENTATIONS

Each Noteholder by its acceptance of or interest in this Note, hereby acknowledges, represents, warrants and agrees with the Authority as follows:

1. If Noteholder is:
  - (a) a Lender Transferee, such Noteholder is either (i) an Affiliate of the Lender or (ii) a trust or other custodial arrangement established by the Lender or an Affiliate of the Lender, the owners of any beneficial interest in which are limited to Qualified Transferees; or
  - (b) a Non-Lender Transferee, such Noteholder is a transferee that the Lender reasonably believes is qualified to purchase or hold this Note which is not a Lender Transferee but which constitutes a Qualified Transferee.
2. The Noteholder has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase and/or acceptance of this Note.
3. The Noteholder is able to bear the economic risks of an investment in this Note.
4. The Noteholder understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to this Note. The Noteholder has made its own inquiry and analysis with respect to the Authority, this Note and the security therefor, and other material factors affecting the security for and payment of this Note.
5. The Noteholder has either been supplied with or been given access to information, including financial statements and other financial information, regarding the Authority, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Authority, this Note and the security therefor, so that as a reasonable investor, it has been able to make its decision to purchase and/or accept this Note.
6. The Noteholder understands that this Note (a) is not registered under the 1933 Act and is not registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) is not listed on any stock or other securities exchange, and (c) carries no rating from any credit rating agency.
7. This Note is being acquired by the Noteholder for investment for its own account and not with a present view toward resale or distribution; *provided, however*, that the Noteholder reserves the right to sell, transfer or redistribute this Note, but agrees that any such sale, transfer or distribution by the Noteholder shall be to a Person that is either a Lender Transferee or a Non-Lender Transferee.

**TRANSACTIONS  
ON  
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY  
SUBORDINATE AIRPORT REVENUE REVOLVING OBLIGATIONS  
GOVERNMENTAL PURPOSE/NON-AMT NOTE**

DATE	NON-AMT LOAN COMMITMENT	INTEREST RATE	AMOUNT OF PRINCIPAL PAID	DATE TO WHICH INTEREST PAID	NOTATION MADE BY
------	----------------------------	------------------	--------------------------------	--------------------------------------	---------------------

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

---

Please insert Social Security or  
Taxpayer Identification Number of Transferee

/ \_\_\_\_\_ /

---

(Please print or typewrite name and address, including zip code, of Transferee)

---

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints

---

attorney to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

---

NOTICE: Signature(s) must be  
guaranteed by a member or participant  
of a signature guarantee program

---

NOTICE: The signature above must  
correspond with the name of the Owner as it  
appears upon the front of this Note in every  
particular, without alteration or enlargement  
or change whatsoever.

**EXHIBIT A-2**

**[FORM OF AMT NOTE]**

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”), OR UNDER THE SECURITIES LAWS OF ANY STATE OR JURISDICTION. THIS NOTE IS SUBJECT TO CERTAIN TRANSFER RESTRICTIONS AS PROVIDED IN SECTION 11.7 OF THE HEREIN DEFINED AGREEMENT AND IN THE “NOTEHOLDER REPRESENTATIONS” ATTACHED HERETO.

**SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY  
SUBORDINATE AIRPORT REVENUE REVOLVING OBLIGATIONS  
PRIVATE ACTIVITY/AMT NOTE**

Dated: July [ ], 2024

\$200,000,000

For value received, the San Diego County Regional Airport Authority (the “*Authority*”) promises to pay to the order of Bank of America, N.A., and its successors and assigns (the “*Lender*”), located at 333 S. Hope Street, Suite 3820, Los Angeles, California 90071, the aggregate unpaid principal amount of all AMT Revolving Loans and AMT Term Loans made by the Lender from time to time pursuant to the Amended and Restated Revolving Credit Agreement, dated as of July [ ], 2024 (together with any amendments or supplements thereto, the “*Agreement*”), by and between the Authority and the Lender, on the dates and in the amounts provided for in the Agreement.

The Authority promises to pay interest on the unpaid principal amount of all AMT Revolving Loans and AMT Term Loans on the dates and at the rates provided for in the Agreement. All payments of principal and interest shall be made to the Lender in lawful money of the United States of America in immediately available funds. All capitalized terms used herein and not otherwise defined herein shall have the meanings specified in the Agreement.

This Note is the AMT Note referred to in the Agreement and is entitled to the benefits thereof and of the Related Documents referred to therein. This Note is subject to prepayment, in whole or in part in accordance with the terms of the Agreement.

The Lender agrees, by acceptance of this Note, that before disposing of this Note it will make a notation on the schedule attached hereto of all AMT Revolving Loans and AMT Term Loans evidenced hereby and all principal payments and prepayments made hereunder and of the date to which interest hereon has been paid; *provided, however*, that the failure to make any such notation shall not limit or otherwise affect the obligation of the Authority hereunder with respect to payments of principal of and interest on this Note.

This Note is issued pursuant to, in entitled to the benefits of, and is subject to, the provisions of the Agreement, that certain Master Subordinate Trust Indenture, dated as of September 1, 2007, (the “*Master Subordinate Trust Indenture*”), by and between the Authority and U.S. Bank Trust

Company, National Association, successor in interest to U.S. Bank National Association, as successor trustee (the “Trustee”), as heretofore amended, and as amended from time to time in accordance with the terms thereof, and that certain Tenth Subordinate Trust Indenture dated as of July [ ], 2024 (the “Tenth Subordinate Trust Indenture,” and together with the Master Subordinate Trust Indenture, the “Subordinate Trust Indenture”), by and between the Authority and the Trustee. This Note constitutes a Subordinate Obligation within the meaning of the Subordinate Trust Indenture.

This Note is payable solely from the Subordinate Net Revenues in accordance with the Agreement, and this Note does not constitute a legal or equitable pledge, charge, lien or encumbrance upon any other property of the Authority. The holder hereof shall not have the right to demand payment of this obligation from any sources or properties of the Authority except the Subordinate Net Revenues.

THIS NOTE IS A SPECIAL, LIMITED OBLIGATION OF THE AUTHORITY, PAYABLE SOLELY FROM AND SECURED BY A PLEDGE OF SUBORDINATE NET REVENUES DERIVED BY THE AUTHORITY FROM THE OPERATIONS OF THE AIRPORT SYSTEM AND CERTAIN FUNDS AND ACCOUNTS. NONE OF THE PROPERTIES OF THE AIRPORT SYSTEM ARE SUBJECT TO ANY MORTGAGE OR OTHER LIEN FOR THE BENEFIT OF THE OWNERS OF THIS NOTE, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER, IF ANY OF THE AUTHORITY, THE CITY OF SAN DIEGO, THE COUNTY OF SAN DIEGO, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION OR AGENCY OF THE STATE IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS NOTE.

THIS NOTE AND THE INTEREST THEREON AND THE OTHER OBLIGATIONS DUE AND PAYABLE BY THE AUTHORITY UNDER THE AGREEMENT ARE JUNIOR AND SUBORDINATE IN ALL RESPECTS TO THE SENIOR LIEN REVENUE BONDS AS TO LIEN ON AND SOURCE AND SECURITY FOR PAYMENT FROM THE NET REVENUES.

THIS NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA.

ALL ACTS, CONDITIONS AND OTHER MATTERS REQUIRED TO EXIST, TO HAPPEN AND TO BE PERFORMED, PRECEDENT TO AND IN THE ISSUANCE OF THIS NOTE, DO EXIST, HAVE HAPPENED AND HAVE BEEN PERFORMED IN DUE TIME, FORM AND MANNER AS REQUIRED BY LAW AND THE ACT.

SAN DIEGO COUNTY REGIONAL AIRPORT  
AUTHORITY

By: \_\_\_\_\_  
President and CEO

Attest:

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



Assistant Authority Clerk II,  
Board Services

**CERTIFICATE OF AUTHENTICATION**

U.S. Bank Trust Company, National Association, as Trustee, hereby certifies that this Note is a Subordinate Obligation, as defined in the Subordinate Trust Indenture, and a Revolving Obligation, as defined in the Tenth Supplemental Subordinate Trust Indenture.

Date of Authentication: July [\_\_], 2024

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, AS TRUSTEE

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

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

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

## NOTEHOLDER REPRESENTATIONS

Each Noteholder by its acceptance of or interest in this Note, hereby acknowledges, represents, warrants and agrees with the Authority as follows:

1. If Noteholder is:
  - (a) a Lender Transferee, such Noteholder is either (i) an Affiliate of the Lender or (ii) a trust or other custodial arrangement established by the Lender or an Affiliate of the Lender, the owners of any beneficial interest in which are limited to Qualified Transferees; or
  - (b) a Non-Lender Transferee, such Noteholder is a transferee that the Lender reasonably believes is qualified to purchase or hold this Note which is not a Lender Transferee but which constitutes a Qualified Transferee.
2. The Noteholder has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase and/or acceptance of this Note.
3. The Noteholder is able to bear the economic risks of an investment in this Note.
4. The Noteholder understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to this Note. The Noteholder has made its own inquiry and analysis with respect to the Authority, this Note and the security therefor, and other material factors affecting the security for and payment of this Note.
5. The Noteholder has either been supplied with or been given access to information, including financial statements and other financial information, regarding the Authority, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Authority, this Note and the security therefor, so that as a reasonable investor, it has been able to make its decision to purchase and/or accept this Note.
6. The Noteholder understands that this Note (a) is not registered under the 1933 Act and is not registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (b) is not listed on any stock or other securities exchange, and (c) carries no rating from any credit rating agency.
7. This Note is being acquired by the Noteholder for investment for its own account and not with a present view toward resale or distribution; provided, however, that the Noteholder reserves the right to sell, transfer or redistribute this Note, but agrees that any such sale, transfer or distribution by the Noteholder shall be to a Person that is either a Lender Transferee or a Non-Lender Transferee.

**TRANSACTIONS  
ON  
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY  
SUBORDINATE AIRPORT REVENUE REVOLVING OBLIGATIONS  
PRIVATE ACTIVITY/AMT NOTE**

DATE	AMT LOAN COMMITMENT	INTEREST RATE	AMOUNT OF PRINCIPAL PAID	DATE TO WHICH INTEREST PAID	NOTATION MADE BY
------	------------------------	------------------	--------------------------------	--------------------------------------	---------------------

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

---

Please insert Social Security or  
Taxpayer Identification Number of Transferee

/ \_\_\_\_\_ /

---

(Please print or typewrite name and address, including zip code, of Transferee)

---

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints

---

attorney to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

---

NOTICE: Signature(s) must be  
guaranteed by a member or participant  
of a signature guarantee program

---

NOTICE: The signature above must  
correspond with the name of the Owner as it  
appears upon the front of this Note in every  
particular, without alteration or enlargement  
or change whatsoever.

**EXHIBIT A-3**

**[FORM OF TAXABLE NOTE]**

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”), OR UNDER THE SECURITIES LAWS OF ANY STATE OR JURISDICTION. THIS NOTE IS SUBJECT TO CERTAIN TRANSFER RESTRICTIONS AS PROVIDED IN SECTION 11.7 OF THE HEREIN DEFINED AGREEMENT AND IN THE “NOTEHOLDER REPRESENTATIONS” ATTACHED HERETO.

**SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY  
SUBORDINATE AIRPORT REVENUE REVOLVING OBLIGATIONS  
TAXABLE NOTE**

Dated: July [ ], 2024

\$200,000,000

For value received, the San Diego County Regional Airport Authority (the “*Authority*”) promises to pay to the order of Bank of America, N.A., and its successors and assigns (the “*Lender*”), located at 333 S. Hope Street, Suite 3820, Los Angeles, California 90071, the aggregate unpaid principal amount of all Taxable Revolving Loans and Taxable Term Loans made by the Lender from time to time pursuant to the Amended and Restated Revolving Credit Agreement, dated as of July [ ], 2024 (together with any amendments or supplements thereto, the “*Agreement*”), by and between the Authority and the Lender, on the dates and in the amounts provided for in the Agreement.

The Authority promises to pay interest on the unpaid principal amount of all Taxable Revolving Loans and Taxable Term Loans on the dates and at the rates provided for in the Agreement. All payments of principal and interest shall be made to the Lender in lawful money of the United States of America in immediately available funds. All capitalized terms used herein and not otherwise defined herein shall have the meanings specified in the Agreement.

This Note is the Taxable Note referred to in the Agreement and is entitled to the benefits thereof and of the Related Documents referred to therein. This Note is subject to prepayment, in whole or in part in accordance with the terms of the Agreement.

The Lender agrees, by acceptance of this Note, that before disposing of this Note it will make a notation on the schedule attached hereto of all Taxable Revolving Loans and Taxable Term Loans evidenced hereby and all principal payments and prepayments made hereunder and of the date to which interest hereon has been paid; *provided, however*, that the failure to make any such notation shall not limit or otherwise affect the obligation of the Authority hereunder with respect to payments of principal of and interest on this Note.

This Note is issued pursuant to, in entitled to the benefits of, and is subject to, the provisions of the Agreement, that certain Master Subordinate Trust Indenture, dated as of September 1, 2007,

(the “*Master Subordinate Trust Indenture*”), by and between the Authority and U.S. Bank Trust Company, National Association, successor in interest to U.S. Bank National Association, as successor trustee (the “*Trustee*”), as heretofore amended, and as amended from time to time in accordance with the terms thereof, and that certain Tenth Subordinate Trust Indenture dated as of July [ ], 2024 (the “*Tenth Subordinate Trust Indenture*,” and together with the Master Subordinate Trust Indenture, the “*Subordinate Trust Indenture*”), by and between the Authority and the Trustee. This Note constitutes a Subordinate Obligation within the meaning of the Subordinate Trust Indenture.

This Note is payable solely from the Subordinate Net Revenues in accordance with the Agreement, and this Note does not constitute a legal or equitable pledge, charge, lien or encumbrance upon any other property of the Authority. The holder hereof shall not have the right to demand payment of this obligation from any sources or properties of the Authority except the Subordinate Net Revenues.

THIS NOTE IS A SPECIAL, LIMITED OBLIGATION OF THE AUTHORITY, PAYABLE SOLELY FROM AND SECURED BY A PLEDGE OF SUBORDINATE NET REVENUES DERIVED BY THE AUTHORITY FROM THE OPERATIONS OF THE AIRPORT SYSTEM AND CERTAIN FUNDS AND ACCOUNTS. NONE OF THE PROPERTIES OF THE AIRPORT SYSTEM ARE SUBJECT TO ANY MORTGAGE OR OTHER LIEN FOR THE BENEFIT OF THE OWNERS OF THIS NOTE, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER, IF ANY OF THE AUTHORITY, THE CITY OF SAN DIEGO, THE COUNTY OF SAN DIEGO, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION OR AGENCY OF THE STATE IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS NOTE.

THIS NOTE AND THE INTEREST THEREON AND THE OTHER OBLIGATIONS DUE AND PAYABLE BY THE AUTHORITY UNDER THE AGREEMENT ARE JUNIOR AND SUBORDINATE IN ALL RESPECTS TO THE SENIOR LIEN REVENUE BONDS AS TO LIEN ON AND SOURCE AND SECURITY FOR PAYMENT FROM THE NET REVENUES.

THIS NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA.

ALL ACTS, CONDITIONS AND OTHER MATTERS REQUIRED TO EXIST, TO HAPPEN AND TO BE PERFORMED, PRECEDENT TO AND IN THE ISSUANCE OF THIS NOTE, DO EXIST, HAVE HAPPENED AND HAVE BEEN PERFORMED IN DUE TIME, FORM AND MANNER AS REQUIRED BY LAW AND THE ACT.

SAN DIEGO COUNTY REGIONAL AIRPORT  
AUTHORITY

By: \_\_\_\_\_  
President and CEO

Attest:

By: \_\_\_\_\_  
Assistant Authority Clerk II,  
Board Services



**CERTIFICATE OF AUTHENTICATION**

U.S. Bank Trust Company, National Association, as Trustee, hereby certifies that this Note is a Subordinate Obligation, as defined in the Subordinate Trust Indenture, and a Revolving Obligation, as defined in the Tenth Supplemental Subordinate Trust Indenture.

Date of Authentication: July [\_\_], 2024

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, AS TRUSTEE

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

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

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

## NOTEHOLDER REPRESENTATIONS

Each Noteholder by its acceptance of or interest in this Note, hereby acknowledges, represents, warrants and agrees with the Authority as follows:

1. If Noteholder is:
  - (a) a Lender Transferee, such Noteholder is either (i) an Affiliate of the Lender or (ii) a trust or other custodial arrangement established by the Lender or an Affiliate of the Lender, the owners of any beneficial interest in which are limited to Qualified Transferees; or
  - (b) a Non-Lender Transferee, such Noteholder is a transferee that the Lender reasonably believes is qualified to purchase or hold this Note which is not a Lender Transferee but which constitutes a Qualified Transferee.
2. The Noteholder has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase and/or acceptance of this Note.
3. The Noteholder is able to bear the economic risks of an investment in this Note.
4. The Noteholder understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to this Note. The Noteholder has made its own inquiry and analysis with respect to the Authority, this Note and the security therefor, and other material factors affecting the security for and payment of this Note.
5. The Noteholder has either been supplied with or been given access to information, including financial statements and other financial information, regarding the Authority, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Authority, this Note and the security therefor, so that as a reasonable investor, it has been able to make its decision to purchase and/or accept this Note.
6. The Noteholder understands that this Note (a) is not registered under the 1933 Act and is not registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (b) is not listed on any stock or other securities exchange, and (c) carries no rating from any credit rating agency.
7. This Note is being acquired by the Noteholder for investment for its own account and not with a present view toward resale or distribution; provided, however, that the Noteholder reserves the right to sell, transfer or redistribute this Note, but agrees that any such sale, transfer or distribution by the Noteholder shall be to a Person that is either a Lender Transferee or a Non-Lender Transferee.

**TRANSACTIONS  
ON  
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY  
SUBORDINATE AIRPORT REVENUE REVOLVING OBLIGATIONS  
TAXABLE NOTE**

DATE	TAXABLE LOAN COMMITMENT	INTEREST RATE	AMOUNT OF PRINCIPAL PAID	DATE TO WHICH INTEREST PAID	NOTATION MADE BY
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ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

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Please insert Social Security or  
Taxpayer Identification Number of Transferee

/ \_\_\_\_\_ /

---

(Please print or typewrite name and address, including zip code, of Transferee)

---

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints

---

attorney to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

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NOTICE: Signature(s) must be  
guaranteed by a member or participant  
of a signature guarantee program

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NOTICE: The signature above must  
correspond with the name of the Owner as it  
appears upon the front of this Note in every  
particular, without alteration or enlargement  
or change whatsoever.

**EXHIBIT B**

**[FORM OF REQUEST FOR ADVANCE]**

**REQUEST FOR ADVANCE AND REVOLVING LOAN**

Bank of America, N.A.

Ladies and Gentlemen:

The undersigned, a Designated Representative, refers to the Amended and Restated Revolving Credit Agreement, dated as of July [\_\_\_], 2024 (together with any amendments or supplements thereto, the “*Agreement*”), by and between the San Diego County Regional Airport Authority (the “*Authority*”) and Bank of America, N.A. (the “*Lender*”) (the terms defined therein being used herein as therein defined) and hereby requests, pursuant to Section 2.3 of the Agreement, that the Lender make an Advance under the Agreement, and in that connection sets forth below the following information relating to such Advance (the “*Proposed Advance*”):

1. The Business Day of the Proposed Advance is \_\_\_\_\_, 20\_\_ (the “*Advance Date*”), which is at least three New York Banking Days after the date hereof.

2. The principal amount of the Proposed Advance is \$\_\_\_\_\_, which is not greater than the Available Commitment as of the Advance Date set forth in 1 above.

3. The aggregate amount of the Proposed Advance shall be used solely for the payment of [Cost of a Project] or [costs of issuance in connection with this Agreement] or [any other purpose permitted under the Act].

4. The Proposed Advance is hereby identified as **[an AMT Revolving Loan] [a Non-AMT Revolving Loan] [a Taxable Revolving Loan]**<sup>1</sup>. The Proposed Advance shall constitute **[an AMT Loan bearing interest at the Tax-Exempt Rate] [a Non-AMT Loan bearing interest at the Tax-Exempt Rate] [a Taxable Loan bearing interest at the [Taxable Rate]]**.

5. **[For a Proposed Advance that will be a Non-AMT Loan bearing interest at the Tax-Exempt Rate:]** The principal amount of the Proposed Advance set

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<sup>1</sup> With respect to an Advance for an AMT Revolving Loan, Bank of America, N.A., as Lender, should confirm that it has received evidence that an IRS Form 8038 has been duly completed by the Authority and signed by the Authority; and with respect to an Advance for Non-AMT Revolving Loan, Bank of America, N.A., as Lender, should confirm that is has received evidence that an IRS Form 8038-G has been duly completed by the Authority and signed by the Authority.

forth in 2 above does not exceed the Non-AMT Loan Commitment as of the Advance Date set forth in 1 above.

**[For a Proposed Advance that will be an AMT Loan bearing interest at the Tax-Exempt Rate:]** The principal amount of the Proposed Advance set forth in 2 above does not exceed the AMT Loan Commitment as of the Advance Date set forth in 1 above.

**[For a Proposed Advance that will be a Taxable Loan bearing interest at the Taxable Rate:]** The principal amount of the Proposed Advance set forth in 2 above does not exceed the Taxable Loan Commitment as of the Advance Date set forth in 1 above.

6. After giving effect to the Proposed Advance, the aggregate principal amount of all Loans outstanding under the Agreement will not exceed the Available Commitment.

The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the Advance Date, before and after giving effect thereto:

- (a) the undersigned is a Designated Representative;
- (b) the representations and warranties of the Authority set forth in Article VII of the Agreement and in each other Related Document are true and correct in all material respects as though made on the date hereof and on the date of Advance Date;
- (c) no Default or Event of Default has occurred and is continuing;
- (d) no Material Adverse Change has occurred;
- (e) after giving effect to the Proposed Advance, the aggregate principal amount of all Loans outstanding under the Agreement will not exceed [the Initial Commitment Amount][(or, following a reduction of the Available Commitment pursuant to Section 2.7 of the Agreement) the Available Commitment]. The proposed amount of the Proposed Advance does not exceed the Available Commitment; and
- (f) the Authority has not received actual notice (either verbal or written) from Bond Counsel that the opinion delivered pursuant to Section 2.4(a)(v) of the Agreement may no longer be relied upon. The Lender shall have received satisfactory evidence that all representations and certifications of the Authority that the Lender deems necessary to maintain the tax-exempt status of the interest on any Tax-Exempt Loan have been delivered and are true and correct.

The Proposed Advance shall be made by the Lender by wire transfer of immediately available funds to the undersigned in accordance with the instructions set forth below:

**[Insert wire instructions]**

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Very truly yours,

SAN DIEGO COUNTY REGIONAL AIRPORT  
AUTHORITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT C**

**[FORM OF REQUEST FOR EXTENSION]**

**REQUEST FOR EXTENSION**

**[Date]**

Bank of America, N.A.

Ladies and Gentlemen:

Reference is made to the Amended and Restated Revolving Credit Agreement dated as of July [ ], 2024 (together with any amendments or supplements thereto, the “*Agreement*”) by and between the undersigned, the San Diego County Regional Airport Authority (the “*Authority*”) and Bank of America, N.A. (the “*Lender*”). All terms defined in the Agreement are used herein as defined therein.

The Authority hereby requests, pursuant to Section 2.8 of the Agreement, that the Commitment Expiration Date with respect to the Available Commitment as of the date hereof be extended by one year to \_\_\_\_\_, \_\_\_\_\_. Pursuant to such Section 2.8, we have enclosed with this request the following information:

1. A reasonably detailed description of any and all Defaults that have occurred and are continuing;
2. Confirmation that all representations and warranties of the Authority as set forth in Article VII of the Agreement and each Related Document are true and correct as though made on the date hereof and that no Default or Event of Default has occurred and is continuing on the date hereof; and
3. Any other pertinent information previously requested by the Lender.

The Lender is asked to notify the Authority of its decision with respect to this request within 60 days of the date of receipt hereof. If the Lender fails to notify the Authority of the Lender’s decision within such 60-day period, the Lender shall be deemed to have rejected such request.

Very truly yours,

SAN DIEGO COUNTY REGIONAL AIRPORT  
AUTHORITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT D**

**[FORM OF NOTICE OF TERMINATION]**

**NOTICE OF TERMINATION**

San Diego County Regional Airport Authority  
[2417 McCain Road]  
San Diego, California 92101  
Attention: Vice President, Chief Financial Officer

Ladies and Gentlemen:

We refer to the Amended and Restated Revolving Credit Agreement dated as of July [\_\_\_], 2024 (together with any amendments or supplements thereto, the “*Agreement*”) by and between the San Diego County Regional Airport Authority (the “*Authority*”) and the undersigned, Bank of America, N.A. Any term below which is defined in the Agreement shall have the same meaning when used herein.

We hereby notify you that an Event of Default has occurred under Section 10.1\_\_ of the Agreement. As a result, unless and until you have been advised otherwise by us:

1. The Available Commitment **[has been automatically]/[is hereby]** reduced to \$0.00 and the Lender has no further obligation to make Advances under the Agreement; and
2. The Commitment **[has been automatically]/[is]** terminated and will no longer be reinstated.

IN WITNESS WHEREOF, we have executed and delivered this Notice as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Very truly yours,

BANK OF AMERICA, N.A.

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

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

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

EXHIBIT E

[FORM OF NOTICE OF TERMINATION OR REDUCTION]

NOTICE OF TERMINATION OR REDUCTION

[Date]

Bank of America, N.A.

Ladies and Gentlemen:

Re: Amended and Restated Revolving Credit Agreement dated as of July [ ], 2024

The San Diego County Regional Airport Authority (the "Authority"), through its undersigned, an Authorized Authority Representative, hereby certifies to Bank of America, N.A. (the "Lender"), with reference to the Amended and Restated Revolving Credit Agreement dated as of July [ ], 2024 (together with any amendments or supplements thereto, the "Agreement") by and between the Authority and the Lender (the terms defined therein and not otherwise defined herein being used herein as therein defined):

**[(1) The Authority hereby informs you that the Commitment is terminated in accordance with the Agreement.]**

OR

**[(1) The Authority hereby informs you that the Available Commitment is reduced from [insert amount as of the date of Certificate] to [insert new amount], such reduction to be effective on \_\_\_\_\_.]**

IN WITNESS WHEREOF, the Authority has executed and delivered this Notice this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SAN DIEGO COUNTY REGIONAL AIRPORT  
AUTHORITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT F**

**[FORM OF NOTICE OF REDUCTION]**

**NOTICE OF REDUCTION**

**[Date]**

San Diego County Regional Airport Authority  
[2417 McCain Road]  
San Diego, California 92101  
Attention: Vice President, Chief Financial Officer

Ladies and Gentlemen:

We hereby notify you that pursuant to Section 2.7(a) of the Amended and Restated Revolving Credit Agreement, dated as of July [ ], 2024, by and between the undersigned, the San Diego County Regional Airport Authority (the “*Authority*”) and Bank of America, N.A. (the “*Lender*”), the Available Commitment is reduced from **[insert amount as of the date of Certificate]** to **[insert new amount]**, such reduction to be effective on \_\_\_\_\_.

Very truly yours,

BANK OF AMERICA, N.A.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT G**

**[FORM OF NOTICE OF EXTENSION]**

**NOTICE OF EXTENSION**

**[Date]**

San Diego County Regional Airport Authority  
[2417 McCain Road]  
[San Diego, California 92101]  
San Diego, California 92101  
Attention: Vice President, Chief Financial Officer

Ladies and Gentlemen:

We hereby notify you that pursuant to Section 2.8 of the Amended and Restated Revolving Credit Agreement, dated as of July [\_\_\_], 2024, by and between the San Diego County Regional Airport Authority (the “*Authority*”) and the undersigned, Bank of America, N.A. (the “*Lender*”), the Commitment Expiration Date with respect to the Commitment as of the date hereof shall be extended \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_. Your acknowledgment hereof shall be deemed to be your representation and warranty that all your representations and warranties contained in Article VII of the Agreement and each other Related Document are true and correct and will be true and correct as of the date hereof and that no Default or Event of Default has occurred and is continuing.

Very truly yours,

BANK OF AMERICA, N.A.

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

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

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

Acknowledged as of \_\_\_\_\_, \_\_\_\_\_ by

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TENTH SUPPLEMENTAL SUBORDINATE TRUST INDENTURE**

by and between

**SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY**

and

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**  
as Trustee

Relating to

Relating to

Not to Exceed \$200,000,000  
San Diego County Regional Airport Authority  
Subordinate Airport Revenue Revolving Obligations

Dated as of July [●], 2024

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FORM OF AMT NOTE  
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FORM OF REVOLVING OBLIGATION CONSTRUCTION FUND  
REQUISITION

## TENTH SUPPLEMENTAL SUBORDINATE TRUST INDENTURE

**THIS TENTH SUPPLEMENTAL SUBORDINATE TRUST INDENTURE** (this “*Tenth Supplemental Subordinate Indenture*”), dated as of July [●], 2024, is made by and between the **SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY**, a local government entity of regional government created pursuant to laws of the State of California (the “*Authority*”), and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association organized and existing under the laws of the United States of America, as trustee (the “*Trustee*”), and supplements the Master Subordinate Trust Indenture, dated as of September 1, 2007, as amended (the “*Master Subordinate Indenture*”), by and between the Authority and Trustee, successor in interest to U.S. Bank National Association.

WHEREAS, the Master Subordinate Indenture provides, in Section 2.09 thereof, for the issuance of Subordinate Obligations (as defined in the Master Subordinate Indenture) and, in Section 10.02 thereof, for the execution and delivery of Supplemental Subordinate Indentures (as defined in the Master Subordinate Indenture) setting forth the terms of such Subordinate Obligations; and

WHEREAS, the Authority desires to implement a short-term borrowing program pursuant to the provisions of the Master Subordinate Indenture; and

WHEREAS, the Authority now, for the purpose of providing money to finance and refinance certain capital improvements to the Airport System (as defined in the Master Subordinate Indenture), to finance certain costs of issuance related to the issuance and/or incurrence of the hereinafter defined Revolving Obligations, and for any other purposes permitted under the Act (as defined in the Master Subordinate Indenture) and the hereinafter defined Subordinate Indenture (including, but not limited to, the refunding and restructuring of indebtedness of the Authority), by execution and delivery of this Tenth Supplemental Subordinate Indenture and in compliance with the provisions of the Master Subordinate Indenture, sets forth the terms of its San Diego County Regional Airport Authority Subordinate Airport Revenue Revolving Obligations (the “*Revolving Obligations*”), in an aggregate authorized principal amount of not to exceed \$200,000,000 at any one time outstanding, provides for the deposit and use of the proceeds of the Revolving Obligations and makes other provisions relating to the Revolving Obligations; and

WHEREAS, the Revolving Obligations are being issued as Subordinate Obligations as provided for in Section 2.09 of the Master Subordinate Indenture.

### GRANTING CLAUSE

In order to secure the payment of the Revolving Obligations (including the Revolving Loans and the Term Loans), the Notes and the other Obligations (each as hereinafter defined), the Authority hereby pledges, assigns and grants to the Lender (as hereinafter defined) and the other holders of the Notes all of the liens, rights, interests and privileges set forth in the Granting Clause of, and elsewhere, in the Master Subordinate Indenture. To secure further the payment of the Revolving Obligations, the Revolving Loans, the Term Loans, the Notes and the other Obligations, the Authority in furtherance of the Master Subordinate Indenture hereby pledges and grants to the Lender and the other holders of the Notes a lien on and security interest in and assigns to the

Lender and the other holders of the Notes all right, title and interest of the Authority, except as otherwise provided herein, in and to (a) the Revolving Obligation Construction Fund (as hereinafter defined) and all moneys and securities held from time to time therein, (b) the AMT Revolving Obligation Debt Service Fund (as hereinafter defined) and all moneys and securities held from time to time therein, (c) the Non-AMT Revolving Obligation Debt Service Fund (as hereinafter defined) and all moneys and securities held from time to time therein, and (d) the Taxable Revolving Obligation Debt Service Fund (as hereinafter defined) and all moneys and securities held from time to time therein

## ARTICLE I

### DEFINITIONS; INTERPRETATIONS

**Section 1.01. Definitions.** The following definitions shall apply to terms used in this Tenth Supplemental Subordinate Indenture unless the context clearly requires otherwise. Capitalized terms not otherwise defined in this Section 1.01 or elsewhere in this Tenth Supplemental Subordinate Indenture shall have the same meanings as set forth in the Master Subordinate Indenture.

“*Account*” means an account established within a fund related to an Advance.

“*Advance*” has the meaning given to such term in the Credit Agreement.

“*Amortization End Date*” has the meaning given to such term in the Credit Agreement.

“*AMT Loan*” and “*AMT Loans*” has the meaning given to such term in the Credit Agreement.

“*AMT Note*” means the “San Diego County Regional Airport Authority Subordinate Airport Revenue Revolving Obligations, Private Activity/AMT Note”. The AMT Note constitutes a Subordinate Obligation under the Master Subordinate Indenture.

“*AMT Project*” means any undertaking, facility or item which is described in a Certificate provided by the Authority at the time of delivery of a Request for Advance and which is acquired, constructed, reconstructed, improved, expanded or otherwise financed or refinanced with proceeds of AMT Revolving Obligations and which project satisfies the requirements of an “exempt facility” under Section 142(a)(1) of the Code and of the Tax Certificate for an AMT Project.

“*AMT Revolving Obligation*” means (a) an AMT Loan, and/or (b) any other Revolving Obligation incurred as an “exempt facility bond” pursuant to Section 142(a)(1) of the Code, the interest on which is not included in the gross income of the Lender or any holder of such AMT Revolving Obligation for federal income tax purposes, but which is included as an item of tax preference in computing the federal alternative minimum tax for individual.

“*AMT Revolving Obligation Debt Service Fund*” means the Debt Service Fund of such designation established pursuant to Section 3.01 hereof and into which money is to be deposited to pay debt service on the AMT Revolving Obligations.

“*Authorized Amount*” means the aggregate principal amount of \$200,000,000.

“*Authorizing Resolution*” means Resolution No. 2024-[•] adopted by the Board on July 11, 2024.

“*Available Commitment*” has the meaning given to such term in the Credit Agreement.

“*Board*” means the board of directors of the Authority.

“*Business Day*” means any day other than (a) a Saturday, Sunday or other day on which commercial banks located in the States of New York or California are authorized or required by law or executive order to close, or (b) a day on which the New York Stock Exchange is closed.

“*Certificate*,” “*Statement*,” “*Request*,” “*Requisition*” and “*Order*” of the Authority means, respectively, a written certificate, statement, request, requisition or order signed by an Authorized Authority Representative or a Designated Representative. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument. If and to the extent required by Section 1.03 hereof, each such instrument shall include the statements provided for in Section 1.03 hereof.

“*Code*” means, collectively, the Internal Revenue Code of 1986 as amended, and the United States Treasury Regulations applicable with respect thereto.

“*Commitment Expiration Date*” has the meaning given to such term in the Credit Agreement.

“*Credit Agreement*” means the Amended and Restated Revolving Credit Agreement, dated as of July [•], 2024, by and between the Authority and the Lender, and any and all modifications, alterations, amendments and supplements thereto.

“*Credit Agreement Event of Default*” means any event or circumstance specified in Section 10.1 of the Credit Agreement.

“*Default*” has the meaning given to such term in the Credit Agreement.

“*Designated Representative*” means those individuals appointed as Designated Representatives under the Authorizing Resolution and any other resolution of the Board to complete and deliver a Request for Advance and to perform other duties set forth in the Credit Agreement, the Master Subordinate Indenture and this Tenth Supplemental Subordinate Indenture with respect to the Revolving Obligations.

“*Effective Date*” has the meaning given to such term in the Credit Agreement.

“*Interest Payment Date*” has the meaning given to such term in the Credit Agreement.

“*Lender*” means Bank of America, N.A., and any successors and assigns thereto.

“*Master Subordinate Indenture*” means the Master Subordinate Trust Indenture, dated as of September 1, 2007, as amended from time to time, between the Authority and the Trustee under which the Revolving Obligations are authorized and secured.

“*Maturity Date*” means, (a) with respect to any Revolving Loan, the Revolving Loan Maturity Date, and (b) with respect to any Term Loan, the Amortization End Date.

“*New Issue*” means the issuance of a Revolving Obligation the proceeds of which are to be used to finance or refinance the Costs of a Project, to finance certain costs of issuance related to the issuance and/or incurrence of such Revolving Obligations, or are used for such other financing needs of the Authority (including, but not limited to, the refunding and restructuring of indebtedness of the Authority).

“*Non-AMT Loan*” and “*Non-AMT Loans*” has the meaning given to such term in the Credit Agreement.

“*Non-AMT Note*” means the “San Diego County Regional Airport Authority Subordinate Airport Revenue Revolving Obligations, Governmental Purpose/Non-AMT Note”. The Non-AMT Note constitutes a Subordinate Obligation under the Master Subordinate Indenture.

“*Non-AMT Project*” means any undertaking, facility or item which is described in a Certificate provided by the Authority at the time of delivery of a Request for Advance and which is acquired, constructed, reconstructed, improved, expanded or otherwise financed or refinanced with proceeds of Non-AMT Revolving Obligations and which project generally satisfies the requirements of a “governmental project” under Section 141 of the Code and of the Tax Certificate for a Non-AMT Project.

“*Non-AMT Revolving Obligation*” means (a) a Non-AMT Loan, and/or (b) any other Revolving Obligation the interest on which is not included in the gross income of the holder of such Revolving Obligation for federal income tax purposes, and is not included as an item of tax preference in computing the federal alternative minimum tax.

“*Non-AMT Revolving Obligation Debt Service Fund*” means the Debt Service Fund of such designation established pursuant to Section 3.01 hereof and into which money is to be deposited to pay debt service on the Non-AMT Revolving Obligations.

“*Notes*” means, collectively, the AMT Note, the Non-AMT Note and the Taxable Note.

“*Obligations*” has the meaning given to such term in the Credit Agreement.

“*Opinion of Bond Counsel*” means a written opinion of Bond Counsel.

“*Proceeds of an Advance*” means proceeds of an Advance or any moneys, securities or other obligations that may be deemed to be proceeds of the Advance or collateral for the Advance within the meaning of the Code.

“*Project*” means an AMT Project, a Non-AMT Project or a Taxable Project.

“*Request for Advance*” has the meaning given to such term in the Credit Agreement.

“*Revolving Loan*” has the meaning given to such term in the Credit Agreement.

“*Revolving Loan Maturity Date*” has the meaning given to such term in the Credit Agreement.

“*Revolving Loan Notice*” has the meaning given to such term in the Credit Agreement.

“*Revolving Obligation Construction Fund*” means the Construction Fund of such designation established pursuant to Section 3.02 hereof and into which money is to be deposited to pay (a) Costs of a Project, (b) costs of issuance related to the issuance and/or incurrence of Revolving Obligations, or (c) such other financing needs of the Authority (including, but not limited to, the refunding and restructuring of indebtedness of the Authority).

“*Revolving Obligation Rebate Fund*” means the fund of such designation established in Section 4.01 hereof.

“*Revolving Obligations*” means, collectively, the AMT Revolving Obligations, the Non-AMT Revolving Obligations and the Taxable Revolving Obligations; and individually, any AMT Revolving Obligations, any Non-AMT Revolving Obligations and any Taxable Revolving Obligations, as applicable.

“*Subaccount*” means a subaccount established within an Account related to the issuance of an Advance.

“*Taxable Loan*” and “*Taxable Loans*” has the meaning given to such term in the Credit Agreement.

“*Taxable Note*” means the “San Diego County Regional Airport Authority Subordinate Airport Revenue Revolving Obligations, Taxable Note. The Taxable Note constitutes a Subordinate Obligation under the Master Subordinate Indenture.

“*Taxable Project*” means any undertaking, facility or item which is described in a Certificate provided by the Authority at the time of delivery of a Request for Advance and which the Authority is lawfully permitted to undertake, including, but not limited to, an AMT Project or a Non-AMT Project, and which is acquired, constructed, reconstructed, improved, expanded or otherwise financed with proceeds of Taxable Revolving Obligations.

“*Taxable Revolving Obligation*” means (a) a Taxable Loan, and/or (b) any other Revolving Obligation the interest on which is included in the gross income of the holder of such Revolving Obligation for federal income tax purposes.

“*Taxable Revolving Obligation Debt Service Fund*” means the Debt Service Fund of such designation established pursuant to Section 3.01 hereof and into which money is to be deposited to pay debt service on the Taxable Revolving Obligations.

“*Tax Certificate*” means, collectively, the Tax Compliance Certificate of the Authority executed and delivered on or prior to the date of issuance of the initial Tax-Exempt Revolving Obligations, and any amendments, modifications, reaffirmations or renewals thereof or any new certificate or agreement of the Authority relating to such matters, including any non-arbitrage certificate.

“*Tax-Exempt Revolving Obligations*” means AMT Revolving Obligations and/or Non-AMT Revolving Obligations.

“*Tenth Supplemental Subordinate Indenture*” means this Tenth Supplemental Subordinate Trust Indenture, dated as of July [•], 2024, by and between the Authority and the Trustee and which sets forth the terms of the Revolving Obligations.

“*Term Loan*” has the meaning given to such term in the Credit Agreement.

**Section 1.02. Article and Section References.** Except as otherwise indicated, references to Articles and Sections are to Articles and Sections of this Tenth Supplemental Subordinate Indenture.

## ARTICLE II

### THE REVOLVING OBLIGATIONS; NOTES

**Section 2.01. Authorized Amount of an Advance; Terms and Description of Advances and the Notes.**

(a) No Revolving Obligations may be issued under the provisions of this Tenth Supplemental Subordinate Indenture except in accordance with this Article, the Master Subordinate Indenture and the Credit Agreement.

(b) The Authority hereby authorizes the issuance and/or incurrence of its “San Diego County Regional Airport Authority Subordinate Airport Revenue Revolving Obligations” in the form of AMT Revolving Obligations (including the related AMT Loans), Non-AMT Revolving Obligations (including the related Non-AMT Loans), Taxable Revolving Obligations (including the related Taxable Loans), Advances and the Notes, subject to the provisions of the Credit Agreement, this Section 2.01 and as hereinafter provided. The AMT Revolving Obligations shall be issued and/or incurred, from time to time, as provided herein to finance or refinance the Costs of AMT Projects and/or Non-AMT Projects, to finance certain costs of issuance related to the issuance and/or incurrence of such AMT Revolving Obligations, or to finance or refinance such other financing needs of the Authority (including, but not limited to, the refunding and restructuring of indebtedness of the Authority); the Non-AMT Revolving Obligations shall be issued and/or incurred, from time to time, as provided herein to finance or refinance the Costs of Non-AMT Projects, to finance certain costs of issuance related to the issuance and/or incurrence of such Non-AMT Revolving Obligations, or to finance or refinance such other financing needs of the Authority (including, but not limited to, the refunding and restructuring of indebtedness of the Authority); and the Taxable Revolving Obligations

shall be issued from time to time as provided herein to finance or refinance the Costs of AMT Projects, Non-AMT Projects and/or Taxable Projects, to finance certain costs of issuance related to the issuance and/or incurrence of such Taxable Revolving Obligations, or to finance or refinance such other financing needs of the Authority (including, but not limited to, the refunding and restructuring of indebtedness of the Authority). Such authorization specifically includes the authorization to issue and/or incur Revolving Obligations for such purposes and to repay such obligations on or prior to their respective Maturity Dates, and thereafter, prior to the Commitment Expiration Date, issue new Revolving Obligations provided that at no time may the aggregate principal amount of outstanding Revolving Obligations exceed the lesser of the Authorized Amount or the Available Commitment. The Available Commitment may be modified in accordance with the terms of the Credit Agreement, provided, however, that in no event shall the Available Commitment exceed the Authorized Amount.

(c) Prior to the issuance and/or incurrence of a Revolving Loan a properly presented and conforming Request for Advance shall be delivered to the Lender by a Designated Representative and all conditions precedent set forth in Section 2.4(b) of the Credit Agreement shall be satisfied. Prior to the issuance and/or incurrence of a Term Loan the Authority shall comply with the provisions of Article IV of the Credit Agreement. Revolving Obligations shall be issued and/or incurred in accordance with the terms of the Credit Agreement and each Revolving Obligation is deemed to have been issued upon the incurrence of the Revolving Loan or Term Loan related thereto. Revolving Obligations shall bear interest from their respective dates of issuance and/or incurrence in the amount and in the manner determined under the Credit Agreement and shall be payable on the dates set forth in the Credit Agreement.

(d) The Revolving Obligations shall be issued and/or incurred at a price not less than 100% of the principal amount thereof.

(e) The Revolving Obligations shall be subject to prepayment prior to maturity in accordance with the terms of the Credit Agreement.

(f) No Revolving Obligations may be issued and/or incurred under this Tenth Supplemental Subordinate Indenture and the Credit Agreement if a Default and/or Credit Agreement Event of Default has occurred and is continuing.

(g) On the Effective Date, the Authority will issue the AMT Note (which shall also be authenticated by the Trustee on the Effective Date) in order to evidence the obligation of the Authority to (i) repay the Lender for any Advance related to an AMT Revolving Obligation, any AMT Revolving Obligation, any AMT Loan under the Credit Agreement, together with interest thereon from time to time at the rates and times established in accordance with the Credit Agreement, and (ii) to pay the Lender for all other Obligations incurred pursuant to the Credit Agreement. Principal on each Advance related to an AMT Revolving Obligation, any AMT Revolving Obligation and any AMT Loan as reflected in the AMT Note shall be payable on the applicable Maturity Date(s). The AMT Note shall be issued in the principal amount of \$200,000,000 and shall be substantially in the form of Exhibit A-2 attached hereto.



(h) On the Effective Date, the Authority will issue the Non-AMT Note (which shall also be authenticated by the Trustee on the Effective Date) in order to evidence the obligation of the Authority to (i) repay the Lender for any Advance related to a Non-AMT Revolving Obligation, any Non-AMT Revolving Obligation, any Non-AMT Loan under the Credit Agreement, together with interest thereon from time to time at the rates and times established in accordance with the Credit Agreement, and (ii) to pay the Lender for all other Obligations incurred pursuant to the Credit Agreement. Principal on each Advance related to a Non-AMT Revolving Obligation, any Non-AMT Revolving Obligation and any Non-AMT Loan as reflected in the Non-AMT Note shall be payable on the applicable Maturity Date(s). The Non-AMT Note shall be issued in the principal amount of \$200,000,000 and shall be substantially in the form of Exhibit A-1 attached hereto.

(i) On the Effective Date, the Authority will issue the Taxable Note (which shall also be authenticated by the Trustee on the Effective Date) in order to evidence the obligation of the Authority to (i) repay the Lender for any Advance related to a Taxable Revolving Obligation, any Taxable Revolving Obligation, any Taxable Loan under the Credit Agreement, together with interest thereon from time to time at the rates and times established in accordance with the Credit Agreement, and (ii) to pay the Lender for all other Obligations incurred pursuant to the Credit Agreement. Principal on each Advance related to a Taxable Revolving Obligation, any Taxable Revolving Obligation and any Taxable Loan as reflected in the Taxable Note shall be payable on the applicable Maturity Date(s). The Taxable Note shall be issued in the principal amount of \$200,000,000 and shall be substantially in the form of Exhibit A-3 attached hereto.

(j) The Revolving Obligations, the Notes, the Obligations and the Credit Agreement shall constitute Subordinate Obligations within the meaning of the Master Subordinate Indenture, and except as otherwise provided in the Credit Agreement, the Lender shall be the holder of the Revolving Obligations, the Notes, the Credit Agreement and the other Obligations, subject to the payment terms established in the Credit Agreement.

## **Section 2.02. Payment of Revolving Obligations.**

(a) The Authority, as provided in Section 5.01 of the Master Subordinate Indenture, covenants and agrees that it will duly and punctually pay or cause to be paid from the Subordinate Net Revenues and to the extent thereof the principal of and interest on every Revolving Obligation. The Authority will make all payments of principal and interest directly to the Trustee in immediately available funds no later than two (2) Business Days preceding the date payment is due on any Revolving Obligation. At the time the Authority makes payments of principal and interest to the Trustee, the Authority shall provide written notice (which may be in the form of an invoice received from the Lender) to the Trustee of the amount of the principal of and interest due on the Revolving Obligations on the applicable payment date and include payment instructions for the Lender. The principal of and the interest on the Revolving Obligations shall be paid in federal or other immediately available funds in such coin or currency of the United States of America as, at the respective times of payment, is legal tender for the payment of public

and private debts. Notwithstanding anything herein or in the Master Subordinate Indenture to the contrary, no presentation or surrender of any of the Notes or any Revolving Obligation shall be required for any payment of principal of or interest on any Revolving Obligation.

(b) The Authority will make all payments of the other Obligations not otherwise paid in accordance with subsection (a) above to the Lender (or such other person as directed in writing by the Lender) in immediately available funds on or before the date such payment is due as provided for in the Credit Agreement. The other Obligations shall be paid in federal or other immediately available funds in such coin or currency of the United States of America as, at the respective times of payment, is legal tender for the payment of public and private debts. Notwithstanding anything herein or in the Master Subordinate Indenture to the contrary, no presentation or surrender of any of the Notes shall be required for any payment of the other Obligations..

**Section 2.03. Use of Revolving Obligation Proceeds.** The Authority may issue and/or incur Revolving Obligations under this Tenth Supplemental Subordinate Indenture as AMT Revolving Obligations, Non-AMT Revolving Obligations or Taxable Revolving Obligations.

AMT Revolving Obligations shall be issued and/or incurred, from time to time, hereunder to pay Costs of AMT Projects and/or Non-AMT Projects, to finance certain costs of issuance related to the issuance and/or incurrence of such AMT Revolving Obligations, or to finance or refinance such other financing needs of the Authority (including, but not limited to, the refunding and restructuring of indebtedness of the Authority). Non-AMT Revolving Obligations shall be issued and/or incurred, from time to time, hereunder to pay Costs of Non-AMT Projects, to finance certain costs of issuance related to the issuance and/or incurrence of such Non-AMT Revolving Obligations, or to finance or refinance such other financing needs of the Authority (including, but not limited to, the refunding and restructuring of indebtedness of the Authority). Taxable Revolving Obligations shall be issued and/or incurred, from time to time, hereunder to pay Costs of Taxable Projects, AMT Projects and/or Non-AMT Projects, to finance certain costs of issuance related to the issuance and/or incurrence of such Taxable Revolving Obligations, or to finance or refinance such other financing needs of the Authority (including, but not limited to, the refunding and restructuring of indebtedness of the Authority).

On or prior to the date of each New Issue of Tax-Exempt Revolving Obligations, the Authority shall have obtained an Opinion of Bond Counsel, addressed to the Authority and the Lender, to the effect that the interest on such Tax-Exempt Revolving Obligations is excluded from gross income for federal income tax purposes, except for interest on any AMT Revolving Obligation for any period during which such AMT Revolving Obligation is held by a “substantial user” of the facilities financed or refinanced by such AMT Revolving Obligations or a “related person” within the meaning of Section 147(a) of the Code, and if Non-AMT Revolving Obligations are to be issued and/or incurred that the interest on such Non-AMT Revolving Obligations is not included as an item of tax preference in computing the federal alternative minimum tax.

## ARTICLE III

### APPLICATION OF SHORT-TERM OBLIGATION PROCEEDS

**Section 3.01. Creation of Debt Service Funds.** The Authority hereby establishes the “San Diego County Regional Airport Authority Subordinate Airport Revenue AMT Revolving Obligation Debt Service Fund” (the “*AMT Revolving Obligation Debt Service Fund*”) and therein an Interest Account, a Principal Account and a Prepayment Account, to be held by the Trustee. The AMT Revolving Obligation Debt Service Fund and each of the Accounts held therein shall be maintained by the Trustee in trust for the benefit of the Lender.

The Authority hereby establishes the “San Diego County Regional Airport Authority Subordinate Airport Revenue Non-AMT Revolving Obligation Debt Service Fund” (the “*Non-AMT Revolving Obligation Debt Service Fund*”) and therein an Interest Account, a Principal Account and a Prepayment Account, to be held by the Trustee. The Non-AMT Revolving Obligation Debt Service Fund and each of the Accounts held therein shall be maintained by the Trustee in trust for the benefit of the Lender.

The Authority hereby establishes the “San Diego County Regional Airport Authority Subordinate Airport Revenue Taxable Revolving Obligation Debt Service Fund” (the “*Taxable Revolving Obligation Debt Service Fund*”) and therein an Interest Account, a Principal Account and a Prepayment Account, to be held by the Trustee. The Taxable Revolving Obligation Debt Service Fund and each of the Accounts held therein shall be maintained by the Trustee in trust for the benefit of the Lender.

**Section 3.02. Creation of Revolving Obligation Construction Fund.** The Authority hereby establishes the “San Diego County Regional Airport Authority Subordinate Airport Revenue Revolving Obligation Construction Fund” (the “*Revolving Obligation Construction Fund*”) and therein an AMT Project Account, a Non-AMT Project Account and a Taxable Project Account, to be held by the Trustee. The Trustee shall establish within each AMT Project Account and Non-AMT Project Account a separate Subaccount for each Advance to the extent proceeds of such Advance are to be deposited in the AMT Project Account or Non-AMT Project Account.

**Section 3.03. Deposit of Proceeds of Revolving Obligations.** Except as otherwise provided in the following sentence, upon receipt from the Lender, the Authority shall transfer or cause to be transferred the proceeds from each Advance to the Trustee immediately upon receipt thereof. The proceeds from each Advance shall be applied by (a) the Trustee, at the direction of an Authorized Authority Representative, for deposit into the appropriate Account and/or Subaccount of the Revolving Obligation Construction Fund, and expended therefor in accordance with the provisions of Section 3.04 hereof, and/or (b) the Authority for such other purposes as allowed by the Act and/or the Master Subordinate Indenture.

**Section 3.04. Application of Moneys in the Revolving Obligation Construction Fund.**

(a) Except as provided in this Section 3.04, (i) moneys deposited in the AMT Project Account of the Revolving Obligation Construction Fund shall be withdrawn from time to time as directed in writing by an Authorized Authority Representative solely to pay

Costs of AMT Projects and/or Non-AMT Projects, to finance certain costs of issuance related to the issuance and/or incurrence of such AMT Revolving Obligations, or to finance or refinance such other financing needs of the Authority (including, but not limited to, the refunding and restructuring of indebtedness of the Authority), (ii) moneys deposited in the Non-AMT Project Account of the Revolving Obligation Construction Fund shall be withdrawn from time to time as directed in writing by an Authorized Authority Representative solely to pay Costs of Non-AMT Projects, to finance certain costs of issuance related to the issuance and/or incurrence of such Non-AMT Revolving Obligations, or to finance or refinance such other financing needs of the Authority (including, but not limited to, the refunding and restructuring of indebtedness of the Authority), and (iii) moneys deposited in the Taxable Project Account of the Revolving Obligation Construction Fund shall be withdrawn from time to time as directed in writing by an Authorized Authority Representative solely to pay Costs of Taxable Projects, AMT Projects and/or Non-AMT Projects, to finance certain costs of issuance related to the issuance and/or incurrence of such Taxable Revolving Obligations, or to finance or refinance such other financing needs of the Authority (including, but not limited to, the refunding and restructuring of indebtedness of the Authority).

(b) The Trustee shall make payments or disbursements from the Accounts and Subaccounts within the Revolving Obligation Construction Fund upon receipt of a written requisition executed by an Authorized Authority Representative, in substantially the form attached as Exhibit B hereto, which requisition shall state, with respect to each amount requested thereby, (i) the Account and/or Subaccount from which such payment is to be made, (ii) the number of the requisition from such Account and/or Subaccount, (iii) the amount to be paid, the name of the entity to which the payment is to be made and the manner in which the payment is to be made, which may be the Authority in the case of reimbursement for costs theretofore paid by the Authority, (iv) the identity of the Project to which such payment corresponds, and (v) if such amounts are being requisitioned from the AMT Project Account or the Non-AMT Project Account, that the amounts requisitioned will be expended only in accordance with and subject to the limitations set forth in the Tax Certificate. Each such requisition shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of the facts stated therein.

(c) Moneys held in the Revolving Obligation Construction Fund shall be invested and reinvested as directed by the Authority in Permitted Investments. Earnings on the Revolving Obligation Construction Fund shall be retained in the Revolving Obligation Construction Fund.

(d) The completion of a Project shall be evidenced by the filing with the Trustee of a certificate of an Authorized Authority Representative stating either (i) the date of completion of the applicable Project and the amount, if any, required in the opinion of such Authorized Authority Representative for the payment of any remaining part of the Costs of such Project or (ii) that all amounts in applicable Account and/or Subaccount of the Revolving Obligation Construction Fund have been disbursed or expenses in respect thereof have been incurred. Any amount remaining in the applicable Account and/or Subaccount of the Revolving Obligation Construction Fund following the delivery of such

certificate, or upon the determination of the Authority not to proceed with the applicable Project, may, at the determination of the Authority, be applied upon written requisition of an Authorized Authority Representative to any other lawful purpose designated in such requisition and for which purpose such proceeds may be used under the Act and the Master Subordinate Indenture. As a condition to the disbursement of funds from the AMT Project Account or the Non-AMT Project Account for a purpose other than those described in Section 3.04(a) hereof, there shall be delivered to the Trustee with the requisition an opinion of Bond Counsel that the purpose for which such funds are to be used is a lawful purpose for which such proceeds may be used under the Act and the Master Subordinate Indenture and that such use shall not result in the inclusion of interest on any Tax-Exempt Revolving Obligations in gross income of the recipient thereof for federal income tax purposes (subject to the inclusion of any exception contained in the opinion delivered at the time of the original incurrence and/or issuance of such Tax-Exempt Revolving Obligations).

**Section 3.05. Deposits Into the AMT Revolving Obligation Debt Service Fund; Use of the AMT Revolving Obligation Debt Service Fund.**

(a) ***Interest Account.*** The Trustee shall deposit into the Interest Account of the AMT Revolving Obligation Debt Service Fund amounts received from the Authority, as provided in the Master Subordinate Indenture, and, upon the written notice of the Authority (which may be in the form of an invoice received from the Lender), used to pay interest on the AMT Revolving Obligations in accordance with the provisions of the Credit Agreement. The Trustee shall also deposit into the Interest Account of the AMT Revolving Obligation Debt Service Fund any other amounts (including, but not limited to, amounts derived from Passenger Facility Charges) deposited with the Trustee for deposit in the Interest Account of the AMT Revolving Obligation Debt Service Fund or transferred from other funds and accounts for deposit therein. All amounts held at any time in the Interest Account of the AMT Revolving Obligation Debt Service Fund shall be (A) held on a priority basis for the ratable security and payment of interest due on the AMT Revolving Obligations in accordance with their terms, and (B) upon the written notice of the Authority (which may be in the form of an invoice received from the Lender) as provided for in Section 2.02(a) hereof, used by the Trustee to pay the interest on the AMT Revolving Obligations on each Interest Payment Date.

Earnings on any Passenger Facility Charges deposited in the Interest Account of the AMT Revolving Obligation Debt Service Fund shall be retained in such Account. Earnings on all other amounts (except earnings on Passenger Facility Charges) in the Interest Account of the AMT Revolving Obligation Debt Service Fund shall be withdrawn by the Trustee and paid to the Authority on the Business Day following an Interest Payment Date for deposit into the Revenue Account unless an Event of Default exists under the Master Subordinate Indenture or a Default or a Credit Agreement Event of Default exists under the Credit Agreement, in which event the earnings shall be retained in such Account.

(b) ***Principal Account.*** The Trustee shall deposit into the Principal Account of the AMT Revolving Obligation Debt Service Fund amounts received from the Authority as provided in the Master Subordinate Indenture, and, upon the written notice of the

Authority (which may be in the form of an invoice received from the Lender), used to pay principal of the AMT Revolving Obligations at maturity. The Trustee shall also deposit into the Principal Account of the AMT Revolving Obligation Debt Service Fund any other amounts (including, but not limited to, amounts derived from Passenger Facility Charges) deposited with the Trustee for deposit into the Principal Account of the AMT Revolving Obligation Debt Service Fund or transferred from other funds and accounts for deposit therein. All amounts held at any time in the Principal Account of the AMT Revolving Obligation Debt Service Fund shall be (i) held on a priority basis for the ratable security and payment of principal due on the AMT Revolving Obligations in accordance with their terms, and (ii) and, upon the written notice of the Authority (which may be in the form of an invoice received from the Lender) as provided for in Section 2.02(a) hereof, used by the Trustee to pay the principal of the AMT Revolving Obligations at such times and in such amounts as set forth in the Credit Agreement.

Earnings on any Passenger Facility Charges deposited in the Principal Account of the AMT Revolving Obligation Debt Service Fund shall be retained in such Account. Earnings on all other amounts (except earnings on Passenger Facility Charges) in the Principal Account of the AMT Revolving Obligation Debt Service Fund shall be withdrawn by the Trustee and paid to the Authority on or about July 15 of each Fiscal Year for deposit into the Revenue Account unless an Event of Default exists under the Master Subordinate Indenture or a Default or a Credit Agreement Event of Default exists under the Credit Agreement, in which event the earnings shall be retained in such Account.

(c) ***Prepayment Account.*** The Trustee shall deposit into the Prepayment Account of the AMT Revolving Obligation Debt Service Fund amounts received from the Authority or from other sources, and upon the written notice of the Authority (which may be in the form of an invoice received from the Lender), used to prepay the AMT Revolving Obligations which are to be prepaid in advance of their maturity. All amounts held at any time in the Prepayment Account of the AMT Revolving Obligation Debt Service Fund shall be (i) held on a priority basis for the ratable security and payment of the prepayment price of the AMT Revolving Obligations in accordance with their terms, and (ii) upon the written notice of the Authority (which may be in the form of an invoice received from the Lender) as provided for in Section 2.02(a) hereof, used by the Trustee to pay the prepayment price of the AMT Revolving Obligations at such times and in such amounts as set forth in the Credit Agreement.

Earnings on amounts in the Prepayment Account of the AMT Revolving Obligation Debt Service Fund shall be retained in such Account or, provided, no Event of Default exists under the Master Subordinate Indenture or a Default or a Credit Agreement Event of Default exists under the Credit Agreement, paid to the Authority for deposit into the Revenue Account in accordance with instructions given to the Trustee by an Authorized Authority Representative at the time of such deposit.

The AMT Revolving Obligation Debt Service Fund shall be invested and reinvested as directed by an Authorized Authority Representative in Permitted Investments.

**Section 3.06. Deposits Into the Non-AMT Revolving Obligation Debt Service Fund; Use of the Non-AMT Revolving Obligation Debt Service Fund.**

(a) ***Interest Account.*** The Trustee shall deposit into the Interest Account of the Non-AMT Revolving Obligation Debt Service Fund amounts received from the Authority, as provided in the Master Subordinate Indenture, and, upon the written notice of the Authority (which may be in the form of an invoice received from the Lender), used to pay interest on the Non-AMT Revolving Obligations in accordance with the provisions of the Credit Agreement. The Trustee shall also deposit into the Interest Account of the Non-AMT Revolving Obligation Debt Service Fund any other amounts (including, but not limited to, amounts derived from Passenger Facility Charges) deposited with the Trustee for deposit in the Interest Account of the Non-AMT Revolving Obligation Debt Service Fund or transferred from other funds and accounts for deposit therein. All amounts held at any time in the Interest Account of the Non-AMT Revolving Obligation Debt Service Fund shall be (A) held on a priority basis for the ratable security and payment of interest due on the Non-AMT Revolving Obligations in accordance with their terms, and (B) upon the written notice of the Authority (which may be in the form of an invoice received from the Lender) as provided for in Section 2.02(a) hereof, used by the Trustee to pay the interest on the Non-AMT Revolving Obligations on each Interest Payment Date.

Earnings on any Passenger Facility Charges deposited in the Interest Account of the Non-AMT Revolving Obligation Debt Service Fund shall be retained in such Account. Earnings on all other amounts (except earnings on Passenger Facility Charges) in the Interest Account of the Non-AMT Revolving Obligation Debt Service Fund shall be withdrawn by the Trustee and paid to the Authority on the Business Day following an Interest Payment Date for deposit into the Revenue Account unless an Event of Default exists under the Master Subordinate Indenture or a Default or a Credit Agreement Event of Default exists under the Credit Agreement, in which event the earnings shall be retained in such Account.

(b) ***Principal Account.*** The Trustee shall deposit into the Principal Account of the Non-AMT Revolving Obligation Debt Service Fund amounts received from the Authority as provided in the Master Subordinate Indenture, and, upon the written notice of the Authority (which may be in the form of an invoice received from the Lender), used to pay principal of the Non-AMT Revolving Obligations at maturity. The Trustee shall also deposit into the Principal Account of the Non-AMT Revolving Obligation Debt Service Fund any other amounts (including, but not limited to, amounts derived from Passenger Facility Charges) deposited with the Trustee for deposit into the Principal Account of the Non-AMT Revolving Obligation Debt Service Fund or transferred from other funds and accounts for deposit therein. All amounts held at any time in the Principal Account of the Non-AMT Revolving Obligation Debt Service Fund shall be (i) held on a priority basis for the ratable security and payment of principal due on the Non-AMT Revolving Obligations in accordance with their terms, and (ii) and, upon the written notice of the Authority (which may be in the form of an invoice received from the Lender) as provided for in Section 2.02(a) hereof, used by the Trustee to pay the principal of the Non-AMT Revolving Obligations at such times and in such amounts as set forth in the Credit Agreement.

Earnings on any Passenger Facility Charges deposited in the Principal Account of the Non-AMT Revolving Obligation Debt Service Fund shall be retained in such Account. Earnings on all other amounts (except earnings on Passenger Facility Charges) in the Principal Account of the Non-AMT Revolving Obligation Debt Service Fund shall be withdrawn by the Trustee and paid to the Authority on or about July 15 of each Fiscal Year for deposit into the Revenue Account unless an Event of Default exists under the Master Subordinate Indenture or a Default or a Credit Agreement Event of Default exists under the Credit Agreement, in which event the earnings shall be retained in such Account.

(c) **Prepayment Account.** The Trustee shall deposit into the Prepayment Account of the Non-AMT Revolving Obligation Debt Service Fund amounts received from the Authority or from other sources, and upon the written notice of the Authority (which may be in the form of an invoice received from the Lender), used to prepay the Non-AMT Revolving Obligations which are to be prepaid in advance of their maturity. All amounts held at any time in the Prepayment Account of the Non-AMT Revolving Obligation Debt Service Fund shall be (i) held on a priority basis for the ratable security and payment of the prepayment price of the Non-AMT Revolving Obligations in accordance with their terms, and (ii) upon the written notice of the Authority (which may be in the form of an invoice received from the Lender) as provided for in Section 2.02(a) hereof, used by the Trustee to pay the prepayment price of the Non-AMT Revolving Obligations at such times and in such amounts as set forth in the Credit Agreement.

Earnings on amounts in the Prepayment Account of the Non-AMT Revolving Obligation Debt Service Fund shall be retained in such Account or, provided, no Event of Default exists under the Master Subordinate Indenture or a Default or a Credit Agreement Event of Default exists under the Credit Agreement, paid to the Authority for deposit into the Revenue Account in accordance with instructions given to the Trustee by an Authorized Authority Representative at the time of such deposit.

The Non-AMT Revolving Obligation Debt Service Fund shall be invested and reinvested as directed by an Authorized Authority Representative in Permitted Investments.

**Section 3.07. Deposits Into the Taxable Revolving Obligation Debt Service Fund; Use of the Taxable Revolving Obligation Debt Service Fund.**

(a) **Interest Account.** The Trustee shall deposit into the Interest Account of the Taxable Revolving Obligation Debt Service Fund amounts received from the Authority, as provided in the Master Subordinate Indenture, and, upon the written notice of the Authority (which may be in the form of an invoice received from the Lender), used to pay interest on the Taxable Revolving Obligations in accordance with the provisions of the Credit Agreement. The Trustee shall also deposit into the Interest Account of the Taxable Revolving Obligation Debt Service Fund any other amounts (including, but not limited to, amounts derived from Passenger Facility Charges) deposited with the Trustee for deposit in the Interest Account of the Taxable Revolving Obligation Debt Service Fund or transferred from other funds and accounts for deposit therein. All amounts held at any time in the Interest Account of the Taxable Revolving Obligation Debt Service Fund shall be (A) held on a priority basis for the ratable security and payment of interest due on the



Taxable Revolving Obligations in accordance with their terms, and (B) upon the written notice of the Authority (which may be in the form of an invoice received from the Lender) as provided for in Section 2.02(a) hereof, used by the Trustee to pay the interest on the Taxable Revolving Obligations on each Interest Payment Date.

Earnings on any Passenger Facility Charges deposited in the Interest Account of the Taxable Revolving Obligation Debt Service Fund shall be retained in such Account. Earnings on all other amounts (except earnings on Passenger Facility Charges) in the Interest Account of the Taxable Revolving Obligation Debt Service Fund shall be withdrawn by the Trustee and paid to the Authority on the Business Day following an Interest Payment Date for deposit into the Revenue Account unless an Event of Default exists under the Master Subordinate Indenture or a Default or a Credit Agreement Event of Default exists under the Credit Agreement, in which event the earnings shall be retained in such Account.

(b) ***Principal Account.*** The Trustee shall deposit into the Principal Account of the Taxable Revolving Obligation Debt Service Fund amounts received from the Authority as provided in the Master Subordinate Indenture, and, upon the written notice of the Authority (which may be in the form of an invoice received from the Lender), used to pay principal of the Taxable Revolving Obligations at maturity. The Trustee shall also deposit into the Principal Account of the Taxable Revolving Obligation Debt Service Fund any other amounts (including, but not limited to, amounts derived from Passenger Facility Charges) deposited with the Trustee for deposit into the Principal Account of the Taxable Revolving Obligation Debt Service Fund or transferred from other funds and accounts for deposit therein. All amounts held at any time in the Principal Account of the Taxable Revolving Obligation Debt Service Fund shall be (i) held on a priority basis for the ratable security and payment of principal due on the Taxable Revolving Obligations in accordance with their terms, and (ii) and, upon the written notice of the Authority (which may be in the form of an invoice received from the Lender) as provided for in Section 2.02(a) hereof, used by the Trustee to pay the principal of the Taxable Revolving Obligations at such times and in such amounts as set forth in the Credit Agreement.

Earnings on any Passenger Facility Charges deposited in the Principal Account of the Taxable Revolving Obligation Debt Service Fund shall be retained in such Account. Earnings on all other amounts (except earnings on Passenger Facility Charges) in the Principal Account of the Taxable Revolving Obligation Debt Service Fund shall be withdrawn by the Trustee and paid to the Authority on or about July 15 of each Fiscal Year for deposit into the Revenue Account unless an Event of Default exists under the Master Subordinate Indenture or a Default or a Credit Agreement Event of Default exists under the Credit Agreement, in which event the earnings shall be retained in such Account.

(c) ***Prepayment Account.*** The Trustee shall deposit into the Prepayment Account of the Taxable Revolving Obligation Debt Service Fund amounts received from the Authority or from other sources, and upon the written notice of the Authority (which may be in the form of an invoice received from the Lender), used to prepay the Taxable Revolving Obligations which are to be prepaid in advance of their maturity. All amounts held at any time in the Prepayment Account of the Taxable Revolving Obligation Debt

Service Fund shall be (i) held on a priority basis for the ratable security and payment of the prepayment price of the Taxable Revolving Obligations in accordance with their terms, and (ii) upon the written notice of the Authority (which may be in the form of an invoice received from the Lender) as provided for in Section 2.02(a) hereof, used by the Trustee to pay the prepayment price of the Taxable Revolving Obligations at such times and in such amounts as set forth in the Credit Agreement.

Earnings on amounts in the Prepayment Account of the Taxable Revolving Obligation Debt Service Fund shall be retained in such Account or, provided, no Event of Default exists under the Master Subordinate Indenture or a Default or a Credit Agreement Event of Default exists under the Credit Agreement, paid to the Authority for deposit into the Revenue Account in accordance with instructions given to the Trustee by an Authorized Authority Representative at the time of such deposit.

The Taxable Revolving Obligation Debt Service Fund shall be invested and reinvested as directed by an Authorized Authority Representative in Permitted Investments.

**Section 3.08. Investment of Moneys in Funds, Accounts and Subaccounts.** All moneys in any of the funds, subfunds, Accounts and Subaccounts held by the Trustee and established pursuant to this Tenth Supplemental Subordinate Indenture shall be invested solely in Permitted Investments maturing or available not later than the date on which it is estimated that such moneys will be required. In addition, an amount of interest received with respect to any Permitted Investment equal to the amount of accrued interest, if any, paid as part of the purchase price of such Permitted Investment shall be credited to the fund, subfund, Account or Subaccount from which such accrued interest was paid.

The Trustee may, subject to the terms of the Tax Certificate, commingle any of the moneys on deposit in any of the funds, subfunds, Accounts or Subaccounts established pursuant to this Tenth Supplemental Subordinate Indenture into a separate fund or funds for investment purposes only, provided that all funds, subfunds, Accounts and Subaccounts held by the Trustee hereunder shall be accounted for separately as required by this Tenth Supplemental Subordinate Indenture. The Trustee may sell at the best price obtainable, or present for redemption, any Permitted Investment so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund, subfund, Account or Subaccount to which such Permitted Investment is credited.

The Trustee shall keep or cause to be kept proper books of record and accounts containing complete and correct entries of all transactions made by each, respectively, relating to the receipt, investment, disbursement, allocation and application of the moneys related to the Revolving Obligations, including moneys derived from, pledged to, or to be used to make payments on the Revolving Obligations. Such records shall specify the fund, subfund, Account or Subaccount to which each investment (or portion thereof) is to be allocated and shall set forth, in the case of each Permitted Investment, (a) its purchase price, (b) identifying information, including par amount, coupon rate and payment dates, (c) the amount received at maturity or its sale price, as the case may be, including accrued interest, (d) the amounts and dates of any payments made with respect thereto, and (e) the dates of acquisition of disposition or maturity.

## ARTICLE IV

### TAX COVENANTS

**Section 4.01. Revolving Obligation Rebate Fund.** The Authority hereby agrees that it will enter into the Tax Certificate and will thereunder establish the “San Diego County Regional Airport Authority Subordinate Airport Revenue Revolving Obligation Rebate Fund” (the “*Revolving Obligation Rebate Fund*”), at such times, if any, as provided in the Tax Certificate, which fund will be held by the Trustee and will be funded by the Authority, if so required under the Tax Certificate, and amounts in such Revolving Obligation Rebate Fund to be held and disbursed in accordance with the Tax Certificate.

The Trustee shall establish within the Revolving Obligation Rebate Fund a separate Account representing each Advance for an AMT Revolving Obligation and a Non-AMT Revolving Obligation. All money at any time deposited in the Revolving Obligation Rebate Fund (or any Account therein) in accordance with the provisions of the Tax Certificate shall be held by the Trustee in trust for payment to the federal government of the United States of America, and neither the Authority nor the Lender as holder of Revolving Obligations shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Revolving Obligation Rebate Fund shall be governed by this Tenth Supplemental Subordinate Indenture and by the Tax Certificate. Money shall not be transferred from the Revolving Obligation Rebate Fund except in accordance with the Tax Certificate.

**Section 4.02. Preservation of Tax Exemption.**

(a) The Authority shall comply with those covenants and agreements set forth in the Tax Certificate.

(b) The Authorized Authority Representatives shall be responsible for the execution and delivery (on or prior to the date of the initial delivery of the Tax-Exempt Revolving Obligations and the dates referred to in the Third paragraph of this subsection (b)) of a Tax Certificate that, in a manner satisfactory to Bond Counsel, evidences compliance with the relevant requirements of Sections 103 and 141 through 150 of the Code.

The Authority shall set forth in the Tax Certificate its reasonable expectations on the date of delivery of the Tax Certificate as to relevant facts, estimates and circumstances relating to the use of the Tax-Exempt Revolving Obligation proceeds and any other matters deemed relevant by Bond Counsel. The facts, estimates and circumstances set forth in the Tax Certificate will be in all material respects, to the best of the Authorized Authority Representative’s knowledge, true and correct as of the respective dates thereof. Neither the Authority, any present or future individual members of the Authority nor any official, agent or employee thereof shall have any individual liability to any holder of a Tax-Exempt Revolving Obligation for any statement or matter included in or omitted from any Tax Certificate.

The Tax Certificate delivered on any date with respect to Tax-Exempt Revolving Obligations shall be deemed to have been executed as of the date of each subsequent delivery of Tax-Exempt Revolving Obligations unless and until the Authorized Authority Representative shall furnish the Trustee and Bond Counsel a new Tax Certificate. The Authority hereby covenants that it shall execute and deliver to the Trustee and Bond Counsel in connection with each delivery of Tax-Exempt Revolving Obligations a new Tax Certificate at such time as its reasonable expectations as to the use of Tax-Exempt Revolving Obligations proceeds change or at such time as Bond Counsel may request. Each Revolving Loan Notice for a Tax-Exempt Revolving Obligation shall constitute the reaffirmation by the Authority as of the date of delivery of such Tax-Exempt Revolving Obligations of the facts, estimates and circumstances set forth in the Tax Certificate of most recent date.

(c) The Authority shall not use or permit the use of any proceeds of the Tax-Exempt Revolving Obligations or any other funds of the Authority held by the Trustee under this Tenth Supplemental Subordinate Indenture, attributable to the Tax-Exempt Revolving Obligations, directly or indirectly, to acquire any securities or obligations, and shall not use or permit the use of any amounts received by the Authority or the Trustee with respect to the Tax-Exempt Revolving Obligations in any manner, and shall not take or permit to be taken any other action or actions, which would cause any Tax-Exempt Revolving Obligation to be “federally guaranteed” within the meaning of Section 149(b) of the Code or an “arbitrage bond” within the meaning of Section 148 of the Code and applicable regulations promulgated from time to time thereunder and under Section 103(c) of the Code. The Authority shall observe and not violate the requirements of Section 148 of the Code and any such applicable regulations.

In the event Bond Counsel has informed the Authority that it is necessary to restrict or limit the yield on the investment of money held by the Trustee or to use such money in certain manners, in order to avoid the Tax-Exempt Revolving Obligations being considered “arbitrage bonds” within the meaning of Section 148 of the Code and the regulations thereunder as such may be applicable to the Tax-Exempt Revolving Obligations at such time, the Authority shall issue to the Trustee a certificate to such effect together with appropriate instructions, in which event the Trustee shall take such action as it is directed to take to use such money in accordance with such certificate and instructions, irrespective of whether the Trustee shares such opinion.

Upon the receipt of written advice of Bond Counsel, the Authority may, and upon receipt of an approving ruling from the Internal Revenue Service or a decision of a court of competent jurisdiction the Authority shall, issue to the Trustee a written certificate to the effect that a restriction or limitation on the yield on the investment of any Tax-Exempt Revolving Obligation proceeds that was formerly deemed necessary is now removed or modified (along with appropriate written instructions), in which event the Authority and the Trustee will take such action as is necessary to so hold and invest the Tax-Exempt Revolving Obligation proceeds in accordance with such certificate and instructions. Neither the Authority, the Trustee, nor any present or future board member, official, officer, agent or employee of any of the foregoing shall incur any liability in connection

with any certificate or instructions delivered by the Authority to the Trustee as contemplated herein.

(d) The Authority shall at all times do and perform all acts and things permitted by law and this Tenth Supplemental Subordinate Indenture which are necessary or desirable in order to assure that interest paid on the Tax-Exempt Revolving Obligations (or any of them) will not be included in gross income for federal income tax purposes (other than interest paid to holders of the AMT Revolving Obligations that are a “substantial user” of the facilities financed and refinanced with the AMT Revolving Obligations or a “related person” within the meaning of Section 147(a) of the Code) and, with respect to the Non-AMT Revolving Obligations, will not be included as an item of tax preference in computing the federal alternative minimum tax, and the Authority shall take no action that would result in such interest on any Tax-Exempt Revolving Obligations being included in gross income for federal income tax purposes (other than interest paid to holders of the AMT Revolving Obligations that are a “substantial user” of the facilities financed and refinanced with the AMT Revolving Obligations or a “related person” within the meaning of Section 147(a) of the Code) or interest on any Non-AMT Revolving Obligations being included as an item of tax preference in computing the federal alternative minimum tax.

## ARTICLE V

### MISCELLANEOUS

#### **Section 5.01. Additional Event of Default and Remedy.**

(a) As permitted by Sections 8.01(f) and 8.12 of the Master Subordinate Indenture, there is hereby provided an additional Event of Default:

“A Credit Agreement Event of Default shall be an Event of Default under Section 8.01 of the Master Subordinate Indenture with respect to the Revolving Obligations.”

(b) As permitted by Sections 8.02(c) and 8.12 of the Master Subordinate Indenture, there is hereby provided an additional remedy:

“The remedies provided for in the Credit Agreement upon the occurrence and continuation of an Event of Default shall be additional remedies allowed to be undertaken by the Lender under Section 8.02 of the Master Subordinate Indenture with respect to the Revolving Obligations.”

**Section 5.02. Modification of the Master Subordinate Indenture and this Tenth Supplemental Subordinate Indenture.** The Authority may, from time to time and at any time, execute and deliver Supplemental Subordinate Indentures supplementing and/or amending the Master Subordinate Indenture and this Tenth Supplemental Subordinate Indenture in the manner set forth in Article X of the Master Subordinate Indenture.

**Section 5.03. Obligations Afforded Status of Subordinate Obligations.** Obligations owed by the Authority to the Lender shall be afforded the status of a Subordinate Obligation and

the Lender shall be the Subordinate Obligation holder subject to the payment terms established in the Credit Agreement.

**Section 5.04. Notices.**

(a) Any notice, request, direction, designation, consent, acknowledgment, certification, appointment, waiver or other communication required or permitted by this Tenth Supplemental Subordinate Indenture or the Revolving Obligations must be in writing, except as expressly provided otherwise, in this Tenth Supplemental Subordinate Indenture or the Revolving Obligations.

(b) Any notice or other communication, unless otherwise specified, shall be sufficiently given and deemed given when mailed by first-class mail, postage prepaid, addressed to the Authority or the Trustee at the addresses provided in the Master Subordinate Indenture or when delivered by hand and received by the Authority or the Trustee at the addresses provided in the Master Subordinate Indenture. Any notice or other communication to the Lender shall be sent to the following address:

Authority: San Diego County Regional Airport Authority  
[2417 McCain Road]  
[San Diego, California 92101]  
Attention: Vice President, Chief Financial Officer  
Telephone: 619-400-2802

With copy to:

San Diego County Regional Airport Authority  
[2417 McCain Road]  
[San Diego, California 92101]  
Attention: General Counsel  
Telephone: 619-400-2802

Trustee U.S. Bank Trust Company, National Association  
633 West Fifth Street, 24<sup>th</sup> Floor  
Los Angeles, California 90071  
Attention: Global Corporate Trust  
Telephone: 213-615-6023

Lender: Bank of America, N.A.  
110 N Wacker Drive  
Chicago, Illinois 60606  
Attention: Tiffany Chiu  
Telephone: (312) 234-4428

with a copy to:

Bank of America, N.A.  
333 S. Hope Street, Suite 3820  
Los Angeles, California 90071  
Attention: Greg Bailey  
Telephone: (213) 621-7131

Any addressee may designate additional or different addresses for purposes of this Section.

**Section 5.05. Parties Interested Herein.** Nothing in this Tenth Supplemental Subordinate Indenture expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the Authority, the Trustee and the Lender, any right, remedy or claim under or by reason of this Tenth Supplemental Subordinate Indenture or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Tenth Supplemental Subordinate Indenture contained by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the Trustee and the Lender.

**Section 5.06. Severability.** If any provision of this Tenth Supplemental Subordinate Indenture shall be determined to be unenforceable, that shall not affect any other provision of this Tenth Supplemental Subordinate Indenture.

**Section 5.07. Payments or Actions Occurring on Non-Business Days.** If a payment date is not a Business Day at the place of payment or if any action required hereunder is required on a date that is not a Business Day, then payment may be made at that place on the next Business Day or such action may be taken on the next Business Day with the same effect as if payment were made on the action taken on the stated date, and no interest shall accrue for the intervening period.

**Section 5.08. Governing Law.** This Tenth Supplemental Subordinate Indenture shall be governed by and construed in accordance with the laws of the State.

**Section 5.09. Captions.** The captions in this Tenth Supplemental Subordinate Indenture are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this Tenth Supplemental Subordinate Indenture.

**Section 5.10. Counterparts.** This Tenth Supplemental Subordinate Indenture may be signed in several counterparts. Each will be an original, but all of them together constitute the same instrument.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Tenth Supplemental Subordinate Trust Indenture to be duly executed, all as of the date first above written.

SAN DIEGO COUNTY REGIONAL AIRPORT  
AUTHORITY

By \_\_\_\_\_  
Kimberly J. Becker,  
President and CEO

Attest:

By \_\_\_\_\_  
Shawna Morales,  
Assistant Authority Clerk II,  
Board Services

Approved as to form:

By \_\_\_\_\_  
Amy Gonzalez  
General Counsel

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, as Trustee

By \_\_\_\_\_  
Authorized Representative

*[Signature page to Tenth Supplemental Subordinate Trust Indenture]*



## EXHIBIT A-1

### FORM OF NON-AMT NOTE

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”), OR UNDER THE SECURITIES LAWS OF ANY STATE OR JURISDICTION. THIS NOTE IS SUBJECT TO CERTAIN TRANSFER RESTRICTIONS AS PROVIDED IN SECTION 11.7 OF THE HEREIN DEFINED CREDIT AGREEMENT AND IN THE “NOTEHOLDER REPRESENTATIONS” ATTACHED HERETO.

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY  
SUBORDINATE AIRPORT REVENUE REVOLVING OBLIGATIONS  
GOVERNMENTAL PURPOSE/NON-AMT NOTE

Dated: July [●], 2024

\$200,000,000

For value received, the San Diego County Regional Airport Authority (the “Authority”) promises to pay to the order of Bank of America, N.A., and its successors and assigns (the “Lender”), located at [333 S. Hope Street, Suite 3820, Los Angeles, California 90071], the aggregate unpaid principal amount of all Non-AMT Revolving Loans and Non-AMT Term Loans made by the Lender from time to time pursuant to the Amended and Restated Revolving Credit Agreement, dated as of July [●], 2024 (together with any amendments or supplements thereto, the “Credit Agreement”), by and between the Authority and the Lender, on the dates and in the amounts provided for in the Credit Agreement.

The Authority promises to pay interest on the unpaid principal amount of all Non-AMT Revolving Loans and Non-AMT Term Loans on the dates and at the rates provided for in the Credit Agreement. In addition to the principal of and interest on this Note, the Authority promises to pay such other Obligations due and payable by the Authority under the Credit Agreement. All payments of principal, interest and other Obligations shall be made to the Lender in lawful money of the United States of America in immediately available funds. All capitalized terms used herein and not otherwise defined herein shall have the meanings specified in the Credit Agreement and the hereinafter defined Subordinate Trust Indenture.

This Note is the Non-AMT Note referred to in the Credit Agreement and is entitled to the benefits thereof and of the Related Documents referred to therein. This Note is subject to prepayment, in whole or in part in accordance with the terms of the Credit Agreement.

The Lender agrees, by acceptance of this Note, that before disposing of this Note it will make a notation on the schedule attached hereto of all Non-AMT Revolving Loans and Non-AMT Term Loans evidenced hereby and all principal payments and prepayments made hereunder and of the date to which interest hereon has been paid; provided, however, that the failure to make any such notation shall not limit or otherwise affect the obligation of the Authority hereunder with respect to payments of principal of and interest on this Note.

This Note is issued pursuant to, in entitled to the benefits of, and is subject to, the provisions of the Credit Agreement, that certain Master Subordinate Trust Indenture, dated as of September 1, 2007 (the “Master Subordinate Trust Indenture”), by and between the Authority and U.S. Bank Trust Company, National Association, successor in interest to U.S. Bank National Association, as successor trustee (the “Trustee”), as heretofore amended, and as amended from time to time in accordance with the terms thereof, and that certain Tenth Supplemental Subordinate Trust Indenture, dated as of July [●], 2024 (the “Tenth Supplemental Subordinate Trust Indenture,” and together with the Master Subordinate Trust Indenture, the “Subordinate Trust Indenture”), by and between the Authority and the Trustee. This Note constitutes a Subordinate Obligation within the meaning of the Subordinate Trust Indenture.

This Note is payable solely from the Subordinate Net Revenues in accordance with the Credit Agreement, and this Note does not constitute a legal or equitable pledge, charge, lien or encumbrance upon any other property of the Authority. The holder hereof shall not have the right to demand payment of this obligation from any sources or properties of the Authority except the Subordinate Net Revenues.

THIS NOTE IS A SPECIAL, LIMITED OBLIGATION OF THE AUTHORITY, PAYABLE SOLELY FROM AND SECURED BY A PLEDGE OF SUBORDINATE NET REVENUES DERIVED BY THE AUTHORITY FROM THE OPERATIONS OF THE AIRPORT SYSTEM AND CERTAIN FUNDS AND ACCOUNTS. NONE OF THE PROPERTIES OF THE AIRPORT SYSTEM ARE SUBJECT TO ANY MORTGAGE OR OTHER LIEN FOR THE BENEFIT OF THE OWNERS OF THIS NOTE, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER, IF ANY, OF THE AUTHORITY, THE CITY OF SAN DIEGO, THE COUNTY OF SAN DIEGO, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION OR AGENCY OF THE STATE IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS NOTE.

THIS NOTE AND THE INTEREST THEREON AND ANY OTHER OBLIGATIONS DUE AND PAYABLE BY THE AUTHORITY UNDER THE CREDIT AGREEMENT ARE JUNIOR AND SUBORDINATE IN ALL RESPECTS TO THE SENIOR LIEN REVENUE BONDS AS TO LIEN ON AND SOURCE AND SECURITY FOR PAYMENT FROM THE NET REVENUES.

THIS NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA.

All acts, conditions and other matters required to exist, to happen and to be performed, precedent to and in the issuance of this Note, do exist, have happened and have been performed in due time, form and manner as required by law and the Act.

SAN DIEGO COUNTY REGIONAL  
AIRPORT AUTHORITY

By \_\_\_\_\_  
President and CEO

Attest:

By: \_\_\_\_\_  
Shawna Morales,  
Assistant Authority Clerk II,  
Board Services

CERTIFICATE OF AUTHENTICATION

U.S. Bank Trust Company, National Association, as Trustee, hereby certifies that this Note is a Subordinate Obligation, as defined in the Subordinate Trust Indenture, and a Revolving Obligation, as defined in the Tenth Supplemental Subordinate Trust Indenture.

Date of Authentication: July [•], 2024

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, as Trustee

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

## NOTEHOLDER REPRESENTATIONS

Each Noteholder by its acceptance of or interest in this Note, hereby acknowledges, represents, warrants and agrees with the Authority as follows:

1. If Noteholder is:
  - (a) a Lender Transferee, such Noteholder is either (i) an Affiliate of the Lender or (ii) a trust or other custodial arrangement established by the Lender or an Affiliate of the Lender, the owners of any beneficial interest in which are limited to Qualified Transferees; or
  - (b) a Non-Lender Transferee, such Noteholder is a transferee that the Lender reasonably believes is qualified to purchase or hold this Note which is not a Lender Transferee but which constitutes a Qualified Transferee.
2. The Noteholder has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase and/or acceptance of this Note.
3. The Noteholder is able to bear the economic risks of an investment in this Note.
4. The Noteholder understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to this Note. The Noteholder has made its own inquiry and analysis with respect to the Authority, this Note and the security therefor, and other material factors affecting the security for and payment of this Note.
5. The Noteholder has either been supplied with or been given access to information, including financial statements and other financial information, regarding the Authority, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Authority, this Note and the security therefor, so that as a reasonable investor, it has been able to make its decision to purchase and/or accept this Note.
6. The Noteholder understands that this Note (a) is not registered under the 1933 Act and is not registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) is not listed on any stock or other securities exchange, and (c) carries no rating from any credit rating agency.
7. This Note is being acquired by the Noteholder for investment for its own account and not with a present view toward resale or distribution; provided, however, that the Noteholder reserves the right to sell, transfer or redistribute this Note, but agrees that any such sale, transfer or distribution by the Noteholder shall be to a Person that is either a Lender Transferee or a Non-Lender Transferee.

TRANSACTIONS  
ON  
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY  
SUBORDINATE AIRPORT REVENUE REVOLVING OBLIGATIONS  
GOVERNMENTAL PURPOSE/NON-AMT NOTE

<u>Date</u>	<u>Non-AMT Loan Commitment</u>	<u>Interest Rate</u>	<u>Amount of Principal Paid</u>	<u>Dated to Which Interest Paid</u>	<u>Notation Made by</u>
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ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

---

Please insert Social Security or

Taxpayer Identification Number of Transferee

/ \_\_\_\_\_ /

---

(Please print or typewrite name and address, including zip code, of Transferee)

---

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints

---

attorney to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

---

NOTICE: Signature(s) must be guaranteed by a member or participant of a signature guarantee program

---

NOTICE: The signature above must correspond with the name of the Owner as it appears upon the front of this Note in every particular, without alteration or enlargement or change whatsoever.

**EXHIBIT A-2**  
**FORM OF AMT NOTE**

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”), OR UNDER THE SECURITIES LAWS OF ANY STATE OR JURISDICTION. THIS NOTE IS SUBJECT TO CERTAIN TRANSFER RESTRICTIONS AS PROVIDED IN SECTION 11.7 OF THE HEREIN DEFINED CREDIT AGREEMENT AND IN THE “NOTEHOLDER REPRESENTATIONS” ATTACHED HERETO.

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY  
SUBORDINATE AIRPORT REVENUE REVOLVING OBLIGATIONS  
PRIVATE ACTIVITY/AMT NOTE

Dated: July [•], 2024

\$200,000,000

For value received, the San Diego County Regional Airport Authority (the “Authority”) promises to pay to the order of Bank of America, N.A., and its successors and assigns (the “Lender”), located at [333 S. Hope Street, Suite 3820, Los Angeles, California 90071], the aggregate unpaid principal amount of all AMT Revolving Loans and AMT Term Loans made by the Lender from time to time pursuant to the Amended and Restated Revolving Credit Agreement, dated as of July [•], 2024 (together with any amendments or supplements thereto, the “Credit Agreement”), by and between the Authority and the Lender, on the dates and in the amounts provided for in the Credit Agreement.

The Authority promises to pay interest on the unpaid principal amount of all AMT Revolving Loans and AMT Term Loans on the dates and at the rates provided for in the Credit Agreement. In addition to the principal of and interest on this Note, the Authority promises to pay such other Obligations due and payable by the Authority under the Credit Agreement. All payments of principal, interest and other Obligations shall be made to the Lender in lawful money of the United States of America in immediately available funds. All capitalized terms used herein and not otherwise defined herein shall have the meanings specified in the Credit Agreement and the hereinafter defined Subordinate Trust Indenture.

This Note is the AMT Note referred to in the Credit Agreement and is entitled to the benefits thereof and of the Related Documents referred to therein. This Note is subject to prepayment, in whole or in part in accordance with the terms of the Credit Agreement.

The Lender agrees, by acceptance of this Note, that before disposing of this Note it will make a notation on the schedule attached hereto of all AMT Revolving Loans and AMT Term Loans evidenced hereby and all principal payments and prepayments made hereunder and of the date to which interest hereon has been paid; provided, however, that the failure to make any such notation shall not limit or otherwise affect the obligation of the Authority hereunder with respect to payments of principal of and interest on this Note.



This Note is issued pursuant to, in entitled to the benefits of, and is subject to, the provisions of the Credit Agreement, that certain Master Subordinate Trust Indenture, dated as of September 1, 2007 (the “Master Subordinate Trust Indenture”), by and between the Authority and U.S. Bank Trust Company, National Association, successor in interest to U.S. Bank National Association, as successor trustee (the “Trustee”), as heretofore amended, and as amended from time to time in accordance with the terms thereof, and that certain Tenth Supplemental Subordinate Trust Indenture, dated as of July [●], 2024 (the “Tenth Supplemental Subordinate Trust Indenture,” and together with the Master Subordinate Trust Indenture, the “Subordinate Trust Indenture”), by and between the Authority and the Trustee. This Note constitutes a Subordinate Obligation within the meaning of the Subordinate Trust Indenture.

This Note is payable solely from the Subordinate Net Revenues in accordance with the Credit Agreement, and this Note does not constitute a legal or equitable pledge, charge, lien or encumbrance upon any other property of the Authority. The holder hereof shall not have the right to demand payment of this obligation from any sources or properties of the Authority except the Subordinate Net Revenues.

THIS NOTE IS A SPECIAL, LIMITED OBLIGATION OF THE AUTHORITY, PAYABLE SOLELY FROM AND SECURED BY A PLEDGE OF SUBORDINATE NET REVENUES DERIVED BY THE AUTHORITY FROM THE OPERATIONS OF THE AIRPORT SYSTEM AND CERTAIN FUNDS AND ACCOUNTS. NONE OF THE PROPERTIES OF THE AIRPORT SYSTEM ARE SUBJECT TO ANY MORTGAGE OR OTHER LIEN FOR THE BENEFIT OF THE OWNERS OF THIS NOTE, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER, IF ANY, OF THE AUTHORITY, THE CITY OF SAN DIEGO, THE COUNTY OF SAN DIEGO, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION OR AGENCY OF THE STATE IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS NOTE.

THIS NOTE AND THE INTEREST THEREON AND ANY OTHER OBLIGATIONS DUE AND PAYABLE BY THE AUTHORITY UNDER THE CREDIT AGREEMENT ARE JUNIOR AND SUBORDINATE IN ALL RESPECTS TO THE SENIOR LIEN REVENUE BONDS AS TO LIEN ON AND SOURCE AND SECURITY FOR PAYMENT FROM THE NET REVENUES.

THIS NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA.

All acts, conditions and other matters required to exist, to happen and to be performed, precedent to and in the issuance of this Note, do exist, have happened and have been performed in due time, form and manner as required by law and the Act.

SAN DIEGO COUNTY REGIONAL  
AIRPORT AUTHORITY

By \_\_\_\_\_  
President and CEO

Attest:

By: \_\_\_\_\_  
Shawna Morales,  
Assistant Authority Clerk II,  
Board Services

CERTIFICATE OF AUTHENTICATION

U.S. Bank Trust Company, National Association, as Trustee, hereby certifies that this Note is a Subordinate Obligation, as defined in the Subordinate Trust Indenture, and a Revolving Obligation, as defined in the Tenth Supplemental Subordinate Trust Indenture.

Date of Authentication: July [•], 2024

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, as Trustee

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

## NOTEHOLDER REPRESENTATIONS

Each Noteholder by its acceptance of or interest in this Note, hereby acknowledges, represents, warrants and agrees with the Authority as follows:

1. If Noteholder is:
  - (a) a Lender Transferee, such Noteholder is either (i) an Affiliate of the Lender or (ii) a trust or other custodial arrangement established by the Lender or an Affiliate of the Lender, the owners of any beneficial interest in which are limited to Qualified Transferees; or
  - (b) a Non-Lender Transferee, such Noteholder is a transferee that the Lender reasonably believes is qualified to purchase or hold this Note which is not a Lender Transferee but which constitutes a Qualified Transferee.
2. The Noteholder has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase and/or acceptance of this Note.
3. The Noteholder is able to bear the economic risks of an investment in this Note.
4. The Noteholder understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to this Note. The Noteholder has made its own inquiry and analysis with respect to the Authority, this Note and the security therefor, and other material factors affecting the security for and payment of this Note.
5. The Noteholder has either been supplied with or been given access to information, including financial statements and other financial information, regarding the Authority, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Authority, this Note and the security therefor, so that as a reasonable investor, it has been able to make its decision to purchase and/or accept this Note.
6. The Noteholder understands that this Note (a) is not registered under the 1933 Act and is not registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) is not listed on any stock or other securities exchange, and (c) carries no rating from any credit rating agency.
7. This Note is being acquired by the Noteholder for investment for its own account and not with a present view toward resale or distribution; provided, however, that the Noteholder reserves the right to sell, transfer or redistribute this Note, but agrees that any such sale, transfer or distribution by the Noteholder shall be to a Person that is either a Lender Transferee or a Non-Lender Transferee.

TRANSACTIONS  
ON  
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY  
SUBORDINATE AIRPORT REVENUE REVOLVING OBLIGATIONS  
PRIVATE ACTIVITY/AMT NOTE

<u>Date</u>	<u>AMT Loan Commitment</u>	<u>Interest Rate</u>	<u>Amount of Principal Paid</u>	<u>Dated to Which Interest Paid</u>	<u>Notation Made by</u>
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ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

---

Please insert Social Security or

Taxpayer Identification Number of Transferee

/ \_\_\_\_\_ /

---

(Please print or typewrite name and address, including zip code, of Transferee)

---

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints

---

attorney to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

---

NOTICE: Signature(s) must be guaranteed by a member or participant of a signature guarantee program

---

NOTICE: The signature above must correspond with the name of the Owner as it appears upon the front of this Note in every particular, without alteration or enlargement or change whatsoever.

**EXHIBIT A-3**  
**FORM OF TAXABLE NOTE**

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”), OR UNDER THE SECURITIES LAWS OF ANY STATE OR JURISDICTION. THIS NOTE IS SUBJECT TO CERTAIN TRANSFER RESTRICTIONS AS PROVIDED IN SECTION 11.7 OF THE HEREIN DEFINED CREDIT AGREEMENT AND IN THE “NOTEHOLDER REPRESENTATIONS” ATTACHED HERETO.

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY  
SUBORDINATE AIRPORT REVENUE REVOLVING OBLIGATIONS  
TAXABLE NOTE

Dated: July [●], 2024

\$200,000,000

For value received, the San Diego County Regional Airport Authority (the “Authority”) promises to pay to the order of Bank of America, N.A., and its successors and assigns (the “Lender”), located at [333 S. Hope Street, Suite 3820, Los Angeles, California 90071], the aggregate unpaid principal amount of all Taxable Revolving Loans and Taxable Term Loans made by the Lender from time to time pursuant to the Amended and Restated Revolving Credit Agreement, dated as of July [●], 2024 (together with any amendments or supplements thereto, the “Credit Agreement”), by and between the Authority and the Lender, on the dates and in the amounts provided for in the Credit Agreement.

The Authority promises to pay interest on the unpaid principal amount of all Taxable Revolving Loans and Taxable Term Loans on the dates and at the rates provided for in the Credit Agreement. In addition to the principal of and interest on this Note, the Authority promises to pay such other Obligations due and payable by the Authority under the Credit Agreement. All payments of principal, interest and other Obligations shall be made to the Lender in lawful money of the United States of America in immediately available funds. All capitalized terms used herein and not otherwise defined herein shall have the meanings specified in the Credit Agreement and the hereinafter defined Subordinate Trust Indenture.

This Note is the Taxable Note referred to in the Credit Agreement and is entitled to the benefits thereof and of the Related Documents referred to therein. This Note is subject to prepayment, in whole or in part in accordance with the terms of the Credit Agreement.

The Lender agrees, by acceptance of this Note, that before disposing of this Note it will make a notation on the schedule attached hereto of all Taxable Revolving Loans and Taxable Term Loans evidenced hereby and all principal payments and prepayments made hereunder and of the date to which interest hereon has been paid; provided, however, that the failure to make any such notation shall not limit or otherwise affect the obligation of the Authority hereunder with respect to payments of principal of and interest on this Note.

This Note is issued pursuant to, in entitled to the benefits of, and is subject to, the provisions of the Credit Agreement, that certain Master Subordinate Trust Indenture, dated as of September 1, 2007 (the “Master Subordinate Trust Indenture”), by and between the Authority and U.S. Bank Trust Company, National Association, successor in interest to U.S. Bank National Association, as successor trustee (the “Trustee”), as heretofore amended, and as amended from time to time in accordance with the terms thereof, and that certain Tenth Supplemental Subordinate Trust Indenture, dated as of July [●], 2024 (the “Tenth Supplemental Subordinate Trust Indenture,” and together with the Master Subordinate Trust Indenture, the “Subordinate Trust Indenture”), by and between the Authority and the Trustee. This Note constitutes a Subordinate Obligation within the meaning of the Subordinate Trust Indenture.

This Note is payable solely from the Subordinate Net Revenues in accordance with the Credit Agreement, and this Note does not constitute a legal or equitable pledge, charge, lien or encumbrance upon any other property of the Authority. The holder hereof shall not have the right to demand payment of this obligation from any sources or properties of the Authority except the Subordinate Net Revenues.

THIS NOTE IS A SPECIAL, LIMITED OBLIGATION OF THE AUTHORITY, PAYABLE SOLELY FROM AND SECURED BY A PLEDGE OF SUBORDINATE NET REVENUES DERIVED BY THE AUTHORITY FROM THE OPERATIONS OF THE AIRPORT SYSTEM AND CERTAIN FUNDS AND ACCOUNTS. NONE OF THE PROPERTIES OF THE AIRPORT SYSTEM ARE SUBJECT TO ANY MORTGAGE OR OTHER LIEN FOR THE BENEFIT OF THE OWNERS OF THIS NOTE, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER, IF ANY, OF THE AUTHORITY, THE CITY OF SAN DIEGO, THE COUNTY OF SAN DIEGO, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION OR AGENCY OF THE STATE IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS NOTE.

THIS NOTE AND THE INTEREST THEREON AND ANY OTHER OBLIGATIONS DUE AND PAYABLE BY THE AUTHORITY UNDER THE CREDIT AGREEMENT ARE JUNIOR AND SUBORDINATE IN ALL RESPECTS TO THE SENIOR LIEN REVENUE BONDS AS TO LIEN ON AND SOURCE AND SECURITY FOR PAYMENT FROM THE NET REVENUES.

THIS NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA.



All acts, conditions and other matters required to exist, to happen and to be performed, precedent to and in the issuance of this Note, do exist, have happened and have been performed in due time, form and manner as required by law and the Act.

SAN DIEGO COUNTY REGIONAL  
AIRPORT AUTHORITY

By \_\_\_\_\_  
President and CEO

Attest:

By: \_\_\_\_\_  
Shawna Morales,  
Assistant Authority Clerk II,  
Board Services

CERTIFICATE OF AUTHENTICATION

U.S. Bank Trust Company, National Association, as Trustee, hereby certifies that this Note is a Subordinate Obligation, as defined in the Subordinate Trust Indenture, and a Revolving Obligation, as defined in the Tenth Supplemental Subordinate Trust Indenture.

Date of Authentication: July [•], 2024

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, as Trustee

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

## NOTEHOLDER REPRESENTATIONS

Each Noteholder by its acceptance of or interest in this Note, hereby acknowledges, represents, warrants and agrees with the Authority as follows:

1. If Noteholder is:
  - (a) a Lender Transferee, such Noteholder is either (i) an Affiliate of the Lender or (ii) a trust or other custodial arrangement established by the Lender or an Affiliate of the Lender, the owners of any beneficial interest in which are limited to Qualified Transferees; or
  - (b) a Non-Lender Transferee, such Noteholder is a transferee that the Lender reasonably believes is qualified to purchase or hold this Note which is not a Lender Transferee but which constitutes a Qualified Transferee.
2. The Noteholder has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase and/or acceptance of this Note.
3. The Noteholder is able to bear the economic risks of an investment in this Note.
4. The Noteholder understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to this Note. The Noteholder has made its own inquiry and analysis with respect to the Authority, this Note and the security therefor, and other material factors affecting the security for and payment of this Note.
5. The Noteholder has either been supplied with or been given access to information, including financial statements and other financial information, regarding the Authority, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Authority, this Note and the security therefor, so that as a reasonable investor, it has been able to make its decision to purchase and/or accept this Note.
6. The Noteholder understands that this Note (a) is not registered under the 1933 Act and is not registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) is not listed on any stock or other securities exchange, and (c) carries no rating from any credit rating agency.
7. This Note is being acquired by the Noteholder for investment for its own account and not with a present view toward resale or distribution; provided, however, that the Noteholder reserves the right to sell, transfer or redistribute this Note, but agrees that any such sale, transfer or distribution by the Noteholder shall be to a Person that is either a Lender Transferee or a Non-Lender Transferee.

TRANSACTIONS  
 ON  
 SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY  
 SUBORDINATE AIRPORT REVENUE REVOLVING OBLIGATIONS  
 TAXABLE NOTE

<u>Date</u>	<u>Taxable Loan Commitment</u>	<u>Interest Rate</u>	<u>Amount of Principal Paid</u>	<u>Dated to Which Interest Paid</u>	<u>Notation Made by</u>
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ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

---

Please insert Social Security or

Taxpayer Identification Number of Transferee

/ \_\_\_\_\_ /

---

(Please print or typewrite name and address, including zip code, of Transferee)

---

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints

---

attorney to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

---

NOTICE: Signature(s) must be guaranteed by a member or participant of a signature guarantee program

---

NOTICE: The signature above must correspond with the name of the Owner as it appears upon the front of this Note in every particular, without alteration or enlargement or change whatsoever.

**EXHIBIT B**

**FORM OF REVOLVING OBLIGATION CONSTRUCTION FUND REQUISITION**

Requisition No. \_\_\_\_\_

To: U.S. Bank Trust Company, National Association  
633 West Fifth Street, 24<sup>th</sup> Floor  
Los Angeles, California 90071  
Attention: Global Corporate Trust Services

Re: San Diego County Regional Airport Authority Subordinate Airport Revenue Revolving  
Obligation Construction Fund

Account and/or Subaccount amount to be transferred from: \_\_\_\_\_

The amount requisitioned: \$ \_\_\_\_\_

Payment to be made to: \_\_\_\_\_

Manner in which payment is to be made: \_\_\_\_\_

Description of Project: \_\_\_\_\_

The undersigned, an Authorized Authority Representative within the meaning of the Master Subordinate Trust Indenture, dated as of September 1, 2007, as amended (the “Master Subordinate Indenture”), by and between the San Diego County Regional Airport Authority (the “Authority”) and U.S. Bank Trust Company, National Association, successor in interest to U.S. Bank National Association, as successor to Deutsche Bank National Trust Company, as trustee (the “Trustee”), and the Tenth Supplemental Subordinate Trust Indenture, dated as of July [●], 2024 (the “Tenth Supplemental Subordinate Indenture”), by and between the Authority and the Trustee, hereby requisitions the amount set forth above and directs that such amount be paid to the party set forth above from funds held in the San Diego County Regional Airport Authority Subordinate Airport Revenue Revolving Obligation Construction Fund held under the Tenth Supplemental Subordinate Indenture and directs that payment be made in the manner described above.

[Amounts requisitioned hereby will be expended only in accordance with and subject to the limitations set forth in the Tax Compliance Certificate, dated July [●], 2024 and relating to the Tax-Exempt Revolving Obligations.]

Capitalized terms not otherwise defined herein shall have the applicable meanings in the Master Subordinate Indenture and the Tenth Supplemental Subordinate Indenture.

Dated: \_\_\_\_\_.

By \_\_\_\_\_  
Authorized Authority Representative

## EXHIBIT C

### NON-AMT NOTE

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”), OR UNDER THE SECURITIES LAWS OF ANY STATE OR JURISDICTION. THIS NOTE IS SUBJECT TO CERTAIN TRANSFER RESTRICTIONS AS PROVIDED IN SECTION 11.7 OF THE HEREIN DEFINED CREDIT AGREEMENT AND IN THE “NOTEHOLDER REPRESENTATIONS” ATTACHED HERETO.

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY  
SUBORDINATE AIRPORT REVENUE REVOLVING OBLIGATIONS  
GOVERNMENTAL PURPOSE/NON-AMT NOTE

Dated: July [●], 2024

\$200,000,000

For value received, the San Diego County Regional Airport Authority (the “Authority”) promises to pay to the order of Bank of America, N.A., and its successors and assigns (the “Lender”), located at [333 S. Hope Street, Suite 3820, Los Angeles, California 90071], the aggregate unpaid principal amount of all Non-AMT Revolving Loans and Non-AMT Term Loans made by the Lender from time to time pursuant to the Amended and Restated Revolving Credit Agreement, dated as of July [●], 2024 (together with any amendments or supplements thereto, the “Credit Agreement”), by and between the Authority and the Lender, on the dates and in the amounts provided for in the Credit Agreement.

The Authority promises to pay interest on the unpaid principal amount of all Non-AMT Revolving Loans and Non-AMT Term Loans on the dates and at the rates provided for in the Credit Agreement. In addition to the principal of and interest on this Note, the Authority promises to pay such other Obligations due and payable by the Authority under the Credit Agreement. All payments of principal, interest and other Obligations shall be made to the Lender in lawful money of the United States of America in immediately available funds. All capitalized terms used herein and not otherwise defined herein shall have the meanings specified in the Credit Agreement and the hereinafter defined Subordinate Trust Indenture.

This Note is the Non-AMT Note referred to in the Credit Agreement and is entitled to the benefits thereof and of the Related Documents referred to therein. This Note is subject to prepayment, in whole or in part in accordance with the terms of the Credit Agreement.

The Lender agrees, by acceptance of this Note, that before disposing of this Note it will make a notation on the schedule attached hereto of all Non-AMT Revolving Loans and Non-AMT Term Loans evidenced hereby and all principal payments and prepayments made hereunder and of the date to which interest hereon has been paid; provided, however, that the failure to make any such notation shall not limit or otherwise affect the obligation of the Authority hereunder with respect to payments of principal of and interest on this Note.

This Note is issued pursuant to, in entitled to the benefits of, and is subject to, the provisions of the Credit Agreement, that certain Master Subordinate Trust Indenture, dated as of September

1, 2007 (the “Master Subordinate Trust Indenture”), by and between the Authority and U.S. Bank Trust Company, National Association, successor in interest to U.S. Bank National Association, as successor trustee (the “Trustee”), as heretofore amended, and as amended from time to time in accordance with the terms thereof, and that certain Tenth Supplemental Subordinate Trust Indenture, dated as of July [•], 2024 (the “Tenth Supplemental Subordinate Trust Indenture,” and together with the Master Subordinate Trust Indenture, the “Subordinate Trust Indenture”), by and between the Authority and the Trustee. This Note constitutes a Subordinate Obligation within the meaning of the Subordinate Trust Indenture.

This Note is payable solely from the Subordinate Net Revenues in accordance with the Credit Agreement, and this Note does not constitute a legal or equitable pledge, charge, lien or encumbrance upon any other property of the Authority. The holder hereof shall not have the right to demand payment of this obligation from any sources or properties of the Authority except the Subordinate Net Revenues.

THIS NOTE IS A SPECIAL, LIMITED OBLIGATION OF THE AUTHORITY, PAYABLE SOLELY FROM AND SECURED BY A PLEDGE OF SUBORDINATE NET REVENUES DERIVED BY THE AUTHORITY FROM THE OPERATIONS OF THE AIRPORT SYSTEM AND CERTAIN FUNDS AND ACCOUNTS. NONE OF THE PROPERTIES OF THE AIRPORT SYSTEM ARE SUBJECT TO ANY MORTGAGE OR OTHER LIEN FOR THE BENEFIT OF THE OWNERS OF THIS NOTE, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER, IF ANY, OF THE AUTHORITY, THE CITY OF SAN DIEGO, THE COUNTY OF SAN DIEGO, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION OR AGENCY OF THE STATE IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS NOTE.

THIS NOTE AND THE INTEREST THEREON AND ANY OTHER OBLIGATIONS DUE AND PAYABLE BY THE AUTHORITY UNDER THE CREDIT AGREEMENT ARE JUNIOR AND SUBORDINATE IN ALL RESPECTS TO THE SENIOR LIEN REVENUE BONDS AS TO LIEN ON AND SOURCE AND SECURITY FOR PAYMENT FROM THE NET REVENUES.

THIS NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA.



All acts, conditions and other matters required to exist, to happen and to be performed, precedent to and in the issuance of this Note, do exist, have happened and have been performed in due time, form and manner as required by law and the Act.

SAN DIEGO COUNTY REGIONAL  
AIRPORT AUTHORITY

By \_\_\_\_\_  
President and CEO

Attest:

By: \_\_\_\_\_  
Assistant Authority Clerk II,  
Board Services

CERTIFICATE OF AUTHENTICATION

U.S. Bank Trust Company, National Association, as Trustee, hereby certifies that this Note is a Subordinate Obligation, as defined in the Subordinate Trust Indenture, and a Revolving Obligation, as defined in the Tenth Supplemental Subordinate Trust Indenture.

Date of Authentication: July [•], 2024

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

## NOTEHOLDER REPRESENTATIONS

Each Noteholder by its acceptance of or interest in this Note, hereby acknowledges, represents, warrants and agrees with the Authority as follows:

1. If Noteholder is:
  - (a) a Lender Transferee, such Noteholder is either (i) an Affiliate of the Lender or (ii) a trust or other custodial arrangement established by the Lender or an Affiliate of the Lender, the owners of any beneficial interest in which are limited to Qualified Transferees; or
  - (b) a Non-Lender Transferee, such Noteholder is a transferee that the Lender reasonably believes is qualified to purchase or hold this Note which is not a Lender Transferee but which constitutes a Qualified Transferee.
2. The Noteholder has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase and/or acceptance of this Note.
3. The Noteholder is able to bear the economic risks of an investment in this Note.
4. The Noteholder understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to this Note. The Noteholder has made its own inquiry and analysis with respect to the Authority, this Note and the security therefor, and other material factors affecting the security for and payment of this Note.
5. The Noteholder has either been supplied with or been given access to information, including financial statements and other financial information, regarding the Authority, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Authority, this Note and the security therefor, so that as a reasonable investor, it has been able to make its decision to purchase and/or accept this Note.
6. The Noteholder understands that this Note (a) is not registered under the 1933 Act and is not registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) is not listed on any stock or other securities exchange, and (c) carries no rating from any credit rating agency.
7. This Note is being acquired by the Noteholder for investment for its own account and not with a present view toward resale or distribution; provided, however, that the Noteholder reserves the right to sell, transfer or redistribute this Note, but agrees that any such sale, transfer or distribution by the Noteholder shall be to a Person that is either a Lender Transferee or a Non-Lender Transferee.

TRANSACTIONS  
ON  
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY  
SUBORDINATE AIRPORT REVENUE REVOLVING OBLIGATIONS  
GOVERNMENTAL PURPOSE/NON-AMT NOTE

<u>Date</u>	<u>Non-AMT Loan Commitment</u>	<u>Interest Rate</u>	<u>Amount of Principal Paid</u>	<u>Dated to Which Interest Paid</u>	<u>Notation Made by</u>
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ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

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Please insert Social Security or

Taxpayer Identification Number of Transferee

/ \_\_\_\_\_ /

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(Please print or typewrite name and address, including zip code, of Transferee)

---

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints

---

attorney to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

---

NOTICE: Signature(s) must be guaranteed by a member or participant of a signature guarantee program

---

NOTICE: The signature above must correspond with the name of the Owner as it appears upon the front of this Note in every particular, without alteration or enlargement or change whatsoever.

## EXHIBIT C

### AMT NOTE

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”), OR UNDER THE SECURITIES LAWS OF ANY STATE OR JURISDICTION. THIS NOTE IS SUBJECT TO CERTAIN TRANSFER RESTRICTIONS AS PROVIDED IN SECTION 11.7 OF THE HEREIN DEFINED CREDIT AGREEMENT AND IN THE “NOTEHOLDER REPRESENTATIONS” ATTACHED HERETO.

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY  
SUBORDINATE AIRPORT REVENUE REVOLVING OBLIGATIONS  
PRIVATE ACTIVITY/AMT NOTE

Dated: July [●], 2024

\$200,000,000

For value received, the San Diego County Regional Airport Authority (the “Authority”) promises to pay to the order of Bank of America, N.A., and its successors and assigns (the “Lender”), located at [333 S. Hope Street, Suite 3820, Los Angeles, California 90071], the aggregate unpaid principal amount of all AMT Revolving Loans and AMT Term Loans made by the Lender from time to time pursuant to the Amended and Restated Revolving Credit Agreement, dated as of July [●], 2024 (together with any amendments or supplements thereto, the “Credit Agreement”), by and between the Authority and the Lender, on the dates and in the amounts provided for in the Credit Agreement.

The Authority promises to pay interest on the unpaid principal amount of all AMT Revolving Loans and AMT Term Loans on the dates and at the rates provided for in the Credit Agreement. In addition to the principal of and interest on this Note, the Authority promises to pay such other Obligations due and payable by the Authority under the Credit Agreement. All payments of principal, interest and other Obligations shall be made to the Lender in lawful money of the United States of America in immediately available funds. All capitalized terms used herein and not otherwise defined herein shall have the meanings specified in the Credit Agreement and the hereinafter defined Subordinate Trust Indenture.

This Note is the AMT Note referred to in the Credit Agreement and is entitled to the benefits thereof and of the Related Documents referred to therein. This Note is subject to prepayment, in whole or in part in accordance with the terms of the Credit Agreement.

The Lender agrees, by acceptance of this Note, that before disposing of this Note it will make a notation on the schedule attached hereto of all AMT Revolving Loans and AMT Term Loans evidenced hereby and all principal payments and prepayments made hereunder and of the date to which interest hereon has been paid; provided, however, that the failure to make any such notation shall not limit or otherwise affect the obligation of the Authority hereunder with respect to payments of principal of and interest on this Note.

This Note is issued pursuant to, in entitled to the benefits of, and is subject to, the provisions of the Credit Agreement, that certain Master Subordinate Trust Indenture, dated as of September

1, 2007 (the “Master Subordinate Trust Indenture”), by and between the Authority and U.S. Bank Trust Company, National Association, successor in interest to U.S. Bank National Association, as successor trustee (the “Trustee”), as heretofore amended, and as amended from time to time in accordance with the terms thereof, and that certain Tenth Supplemental Subordinate Trust Indenture, dated as of July [•], 2024 (the “Tenth Supplemental Subordinate Trust Indenture,” and together with the Master Subordinate Trust Indenture, the “Subordinate Trust Indenture”), by and between the Authority and the Trustee. This Note constitutes a Subordinate Obligation within the meaning of the Subordinate Trust Indenture.

This Note is payable solely from the Subordinate Net Revenues in accordance with the Credit Agreement, and this Note does not constitute a legal or equitable pledge, charge, lien or encumbrance upon any other property of the Authority. The holder hereof shall not have the right to demand payment of this obligation from any sources or properties of the Authority except the Subordinate Net Revenues.

THIS NOTE IS A SPECIAL, LIMITED OBLIGATION OF THE AUTHORITY, PAYABLE SOLELY FROM AND SECURED BY A PLEDGE OF SUBORDINATE NET REVENUES DERIVED BY THE AUTHORITY FROM THE OPERATIONS OF THE AIRPORT SYSTEM AND CERTAIN FUNDS AND ACCOUNTS. NONE OF THE PROPERTIES OF THE AIRPORT SYSTEM ARE SUBJECT TO ANY MORTGAGE OR OTHER LIEN FOR THE BENEFIT OF THE OWNERS OF THIS NOTE, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER, IF ANY, OF THE AUTHORITY, THE CITY OF SAN DIEGO, THE COUNTY OF SAN DIEGO, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION OR AGENCY OF THE STATE IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS NOTE.

THIS NOTE AND THE INTEREST THEREON AND ANY OTHER OBLIGATIONS DUE AND PAYABLE BY THE AUTHORITY UNDER THE CREDIT AGREEMENT ARE JUNIOR AND SUBORDINATE IN ALL RESPECTS TO THE SENIOR LIEN REVENUE BONDS AS TO LIEN ON AND SOURCE AND SECURITY FOR PAYMENT FROM THE NET REVENUES.

THIS NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA.

All acts, conditions and other matters required to exist, to happen and to be performed, precedent to and in the issuance of this Note, do exist, have happened and have been performed in due time, form and manner as required by law and the Act.

SAN DIEGO COUNTY REGIONAL  
AIRPORT AUTHORITY

By \_\_\_\_\_  
President and CEO

Attest:

By: \_\_\_\_\_  
Assistant Authority Clerk II,  
Board Services



CERTIFICATE OF AUTHENTICATION

U.S. Bank Trust Company, National Association, as Trustee, hereby certifies that this Note is a Subordinate Obligation, as defined in the Subordinate Trust Indenture, and a Revolving Obligation, as defined in the Tenth Supplemental Subordinate Trust Indenture.

Date of Authentication: July [•], 2024

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

## NOTEHOLDER REPRESENTATIONS

Each Noteholder by its acceptance of or interest in this Note, hereby acknowledges, represents, warrants and agrees with the Authority as follows:

1. If Noteholder is:
  - (a) a Lender Transferee, such Noteholder is either (i) an Affiliate of the Lender or (ii) a trust or other custodial arrangement established by the Lender or an Affiliate of the Lender, the owners of any beneficial interest in which are limited to Qualified Transferees; or
  - (b) a Non-Lender Transferee, such Noteholder is a transferee that the Lender reasonably believes is qualified to purchase or hold this Note which is not a Lender Transferee but which constitutes a Qualified Transferee.
2. The Noteholder has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase and/or acceptance of this Note.
3. The Noteholder is able to bear the economic risks of an investment in this Note.
4. The Noteholder understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to this Note. The Noteholder has made its own inquiry and analysis with respect to the Authority, this Note and the security therefor, and other material factors affecting the security for and payment of this Note.
5. The Noteholder has either been supplied with or been given access to information, including financial statements and other financial information, regarding the Authority, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Authority, this Note and the security therefor, so that as a reasonable investor, it has been able to make its decision to purchase and/or accept this Note.
6. The Noteholder understands that this Note (a) is not registered under the 1933 Act and is not registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) is not listed on any stock or other securities exchange, and (c) carries no rating from any credit rating agency.
7. This Note is being acquired by the Noteholder for investment for its own account and not with a present view toward resale or distribution; provided, however, that the Noteholder reserves the right to sell, transfer or redistribute this Note, but agrees that any such sale, transfer or distribution by the Noteholder shall be to a Person that is either a Lender Transferee or a Non-Lender Transferee.

TRANSACTIONS  
ON  
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY  
SUBORDINATE AIRPORT REVENUE REVOLVING OBLIGATIONS  
PRIVATE ACTIVITY/AMT NOTE

<u>Date</u>	<u>AMT Loan Commitment</u>	<u>Interest Rate</u>	<u>Amount of Principal Paid</u>	<u>Dated to Which Interest Paid</u>	<u>Notation Made by</u>
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ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

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Please insert Social Security or

Taxpayer Identification Number of Transferee

/ \_\_\_\_\_ /

---

(Please print or typewrite name and address, including zip code, of Transferee)

---

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints

---

attorney to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

---

NOTICE: Signature(s) must be guaranteed by a member or participant of a signature guarantee program

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NOTICE: The signature above must correspond with the name of the Owner as it appears upon the front of this Note in every particular, without alteration or enlargement or change whatsoever.

## EXHIBIT C

### TAXABLE NOTE

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”), OR UNDER THE SECURITIES LAWS OF ANY STATE OR JURISDICTION. THIS NOTE IS SUBJECT TO CERTAIN TRANSFER RESTRICTIONS AS PROVIDED IN SECTION 11.7 OF THE HEREIN DEFINED CREDIT AGREEMENT AND IN THE “NOTEHOLDER REPRESENTATIONS” ATTACHED HERETO.

#### SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY SUBORDINATE AIRPORT REVENUE REVOLVING OBLIGATIONS TAXABLE NOTE

Dated: July [●], 2024

\$200,000,000

For value received, the San Diego County Regional Airport Authority (the “Authority”) promises to pay to the order of Bank of America, N.A., and its successors and assigns (the “Lender”), located at [333 S. Hope Street, Suite 3820, Los Angeles, California 90071], the aggregate unpaid principal amount of all Taxable Revolving Loans and Taxable Term Loans made by the Lender from time to time pursuant to the Amended and Restated Revolving Credit Agreement, dated as of July [●], 2024 (together with any amendments or supplements thereto, the “Credit Agreement”), by and between the Authority and the Lender, on the dates and in the amounts provided for in the Credit Agreement.

The Authority promises to pay interest on the unpaid principal amount of all Taxable Revolving Loans and Taxable Term Loans on the dates and at the rates provided for in the Credit Agreement. In addition to the principal of and interest on this Note, the Authority promises to pay such other Obligations due and payable by the Authority under the Credit Agreement. All payments of principal, interest and other Obligations shall be made to the Lender in lawful money of the United States of America in immediately available funds. All capitalized terms used herein and not otherwise defined herein shall have the meanings specified in the Credit Agreement and the hereinafter defined Subordinate Trust Indenture.

This Note is the Taxable Note referred to in the Credit Agreement and is entitled to the benefits thereof and of the Related Documents referred to therein. This Note is subject to prepayment, in whole or in part in accordance with the terms of the Credit Agreement.

The Lender agrees, by acceptance of this Note, that before disposing of this Note it will make a notation on the schedule attached hereto of all Taxable Revolving Loans and Taxable Term Loans evidenced hereby and all principal payments and prepayments made hereunder and of the date to which interest hereon has been paid; provided, however, that the failure to make any such notation shall not limit or otherwise affect the obligation of the Authority hereunder with respect to payments of principal of and interest on this Note.

This Note is issued pursuant to, in entitled to the benefits of, and is subject to, the provisions of the Credit Agreement, that certain Master Subordinate Trust Indenture, dated as of September

1, 2007 (the “Master Subordinate Trust Indenture”), by and between the Authority and U.S. Bank Trust Company, National Association, successor in interest to U.S. Bank National Association, as successor trustee (the “Trustee”), as heretofore amended, and as amended from time to time in accordance with the terms thereof, and that certain Tenth Supplemental Subordinate Trust Indenture, dated as of July [•], 2024 (the “Tenth Supplemental Subordinate Trust Indenture,” and together with the Master Subordinate Trust Indenture, the “Subordinate Trust Indenture”), by and between the Authority and the Trustee. This Note constitutes a Subordinate Obligation within the meaning of the Subordinate Trust Indenture.

This Note is payable solely from the Subordinate Net Revenues in accordance with the Credit Agreement, and this Note does not constitute a legal or equitable pledge, charge, lien or encumbrance upon any other property of the Authority. The holder hereof shall not have the right to demand payment of this obligation from any sources or properties of the Authority except the Subordinate Net Revenues.

THIS NOTE IS A SPECIAL, LIMITED OBLIGATION OF THE AUTHORITY, PAYABLE SOLELY FROM AND SECURED BY A PLEDGE OF SUBORDINATE NET REVENUES DERIVED BY THE AUTHORITY FROM THE OPERATIONS OF THE AIRPORT SYSTEM AND CERTAIN FUNDS AND ACCOUNTS. NONE OF THE PROPERTIES OF THE AIRPORT SYSTEM ARE SUBJECT TO ANY MORTGAGE OR OTHER LIEN FOR THE BENEFIT OF THE OWNERS OF THIS NOTE, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER, IF ANY, OF THE AUTHORITY, THE CITY OF SAN DIEGO, THE COUNTY OF SAN DIEGO, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION OR AGENCY OF THE STATE IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS NOTE.

THIS NOTE AND THE INTEREST THEREON AND ANY OTHER OBLIGATIONS DUE AND PAYABLE BY THE AUTHORITY UNDER THE CREDIT AGREEMENT ARE JUNIOR AND SUBORDINATE IN ALL RESPECTS TO THE SENIOR LIEN REVENUE BONDS AS TO LIEN ON AND SOURCE AND SECURITY FOR PAYMENT FROM THE NET REVENUES.

THIS NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA.

All acts, conditions and other matters required to exist, to happen and to be performed, precedent to and in the issuance of this Note, do exist, have happened and have been performed in due time, form and manner as required by law and the Act.

SAN DIEGO COUNTY REGIONAL  
AIRPORT AUTHORITY

By \_\_\_\_\_  
President and CEO

Attest:

By: \_\_\_\_\_  
Assistant Authority Clerk II,  
Board Services

CERTIFICATE OF AUTHENTICATION

U.S. Bank Trust Company, National Association, as Trustee, hereby certifies that this Note is a Subordinate Obligation, as defined in the Subordinate Trust Indenture, and a Revolving Obligation, as defined in the Tenth Supplemental Subordinate Trust Indenture.

Date of Authentication: July [•], 2024

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_



## NOTEHOLDER REPRESENTATIONS

Each Noteholder by its acceptance of or interest in this Note, hereby acknowledges, represents, warrants and agrees with the Authority as follows:

1. If Noteholder is:
  - (a) a Lender Transferee, such Noteholder is either (i) an Affiliate of the Lender or (ii) a trust or other custodial arrangement established by the Lender or an Affiliate of the Lender, the owners of any beneficial interest in which are limited to Qualified Transferees; or
  - (b) a Non-Lender Transferee, such Noteholder is a transferee that the Lender reasonably believes is qualified to purchase or hold this Note which is not a Lender Transferee but which constitutes a Qualified Transferee.
2. The Noteholder has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase and/or acceptance of this Note.
3. The Noteholder is able to bear the economic risks of an investment in this Note.
4. The Noteholder understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to this Note. The Noteholder has made its own inquiry and analysis with respect to the Authority, this Note and the security therefor, and other material factors affecting the security for and payment of this Note.
5. The Noteholder has either been supplied with or been given access to information, including financial statements and other financial information, regarding the Authority, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Authority, this Note and the security therefor, so that as a reasonable investor, it has been able to make its decision to purchase and/or accept this Note.
6. The Noteholder understands that this Note (a) is not registered under the 1933 Act and is not registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) is not listed on any stock or other securities exchange, and (c) carries no rating from any credit rating agency.
7. This Note is being acquired by the Noteholder for investment for its own account and not with a present view toward resale or distribution; provided, however, that the Noteholder reserves the right to sell, transfer or redistribute this Note, but agrees that any such sale, transfer or distribution by the Noteholder shall be to a Person that is either a Lender Transferee or a Non-Lender Transferee.

TRANSACTIONS  
ON  
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY  
SUBORDINATE AIRPORT REVENUE REVOLVING OBLIGATIONS  
TAXABLE NOTE

<u>Date</u>	<u>Taxable Loan Commitment</u>	<u>Interest Rate</u>	<u>Amount of Principal Paid</u>	<u>Dated to Which Interest Paid</u>	<u>Notation Made by</u>
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ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

---

Please insert Social Security or

Taxpayer Identification Number of Transferee

/ \_\_\_\_\_ /

---

(Please print or typewrite name and address, including zip code, of Transferee)

---

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints

---

attorney to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

---

NOTICE: Signature(s) must be guaranteed by a member or participant of a signature guarantee program

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NOTICE: The signature above must correspond with the name of the Owner as it appears upon the front of this Note in every particular, without alteration or enlargement or change whatsoever.



RESOLUTION NO. 2024-0064

RESOLUTION OF THE BOARD OF THE SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY APPROVING THE CONTINUATION OF A SHORT-TERM BORROWING PROGRAM; AUTHORIZING THE ISSUANCE AND/OR INCURRENCE, FROM TIME TO TIME, OF ONE OR MORE SERIES OF THE AUTHORITY'S SUBORDINATE AIRPORT REVENUE REVOLVING OBLIGATIONS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$200,000,000 OUTSTANDING AT ANY ONE TIME, IN THE FORM OF A REVOLVING LINE OF CREDIT; APPROVING FORMS OF A TENTH SUPPLEMENTAL SUBORDINATE TRUST INDENTURE, AN AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT, PROMISSORY NOTES AND ALL RELATED DOCUMENTATION AND CERTAIN RELATED MATTERS

**WHEREAS**, the San Diego County Regional Airport Authority ("Authority") is a local government entity of regional government, with jurisdiction extending throughout the County of San Diego ("County"), organized and existing pursuant to the provisions of the Constitution of the State of California ("State") and §170000 *et seq.* of the California Public Utilities Code ("Act"); and

**WHEREAS**, the Authority has been formed for the purposes of: (a) operating the Airport System (as defined in the hereinafter defined Master Subordinate Indenture), (b) developing an airport land use compatibility plan or plans for the public use and military airports in the entire County, and (c) serving as the region's airport land use commission; and

**WHEREAS**, the Authority assumed exclusive use, management, operation, regulation, policing and control of the Airport System, as set forth in the Act, and other related facilities upon the transfer of such exclusive use, management, operation, regulation, policing and control from the San Diego Unified Port District in January 2003; and

**WHEREAS**, the Act provides that the Authority shall have the power to issue bonds, from time to time, payable from revenue of any facility or enterprise operated, acquired, or constructed by the Authority, for any of the purposes authorized under the Act in accordance with the Revenue Bond Law of 1941 Chapter 6 (commencing with § 54300) of Part 1 of Division 2 of Title 5 of the California Government Code, excluding Article 3 (commencing with § 54380) of Chapter 6 of Part 1 of Division 2 of Title 5 of the California Government Code and the limitations set forth in California Government Code § 54402(b), which shall not apply to the issuance and sale of bonds pursuant to the Act; and

**WHEREAS**, the Act provides that the Airport System or any or all facilities and all additions and improvements that the board of directors of the Authority (“Board”) authorizes to be acquired or constructed and any purpose, operation, facility, system, improvement, or undertaking of the Authority from which revenues are derived or otherwise allocable, which revenues are, or may by resolution or ordinance be, required to be separately accounted for from other revenues of the Authority, shall constitute an enterprise within the meaning of California Government Code § 54309; and

**WHEREAS**, the Authority previously determined that it was necessary and advisable to establish a short-term borrowing program for the benefit of the Authority which was implemented through the issuance and/or incurrence of, from time to time, one or more series of Subordinate Obligations (as defined in the hereinafter defined Master Subordinate Indenture) in the form of Subordinate Airport Revenue Revolving Obligations (the “Subordinate Revolving Obligations”) for the purposes set forth in the Act and the Master Subordinate Trust Indenture, dated as of September 1, 2007, as amended (the “Master Subordinate Indenture”), by and between the Authority and U.S. Bank Trust Company, National Association, successor in interest to U.S. Bank National Association, as successor trustee (“Subordinate Trustee”), and that such Subordinate Obligations be payable from and secured by Subordinate Net Revenues (as defined in the Master Subordinate Indenture); and

**WHEREAS**, the Authority previously determined that it was in the best interest of the Authority to have the capacity to issue and/or incur Subordinate Obligations in the form of the Subordinate Revolving Obligations, in order to provide funds to finance and refinance the acquisition, construction, rehabilitation and equipping of certain capital improvements to the Airport System, to finance certain costs of issuance and for any other financing needs of the Authority (including, but not limited to, the refunding and restructuring of indebtedness of the Authority); and

**WHEREAS**, the Authority previously determined that it was appropriate and beneficial for the purposes of the Authority to issue and/or incur, from time to time, the Subordinate Revolving Obligations in the form of a revolving line of credit (“Revolving Line of Credit”), and related promissory notes, as a means of providing funds to finance and refinance the acquisition, construction, rehabilitation and equipping of certain capital improvements to the Airport System, to finance certain costs of issuance and for any other financing needs of the Authority (including, but not limited to, the refunding and restructuring of indebtedness of the Authority); and

**WHEREAS**, a Revolving Line of Credit is currently provided to the Authority by Bank of America, N.A. (“Bank of America”), pursuant to a Revolving Credit Agreement, dated as of July 19, 2021 (the “Original Credit Agreement”), entered into by and between the Authority and Bank of America; and

**WHEREAS**, the Original Credit Agreement has a Commitment Expiration Date (as defined in the Original Credit Agreement) of July 19, 2024; and

**WHEREAS**, the Authority has determined that it is in the best interest of the Authority to continue to have a short-term borrowing program for the benefit of the Authority to be implemented through the issuance and/or incurrence of, from time to time, one or more series of Subordinate Obligations in the form of Subordinate Revolving Obligations for the purposes set forth in the Act and the Master Subordinate Indenture, including the acquisition, construction, rehabilitation and equipping of certain capital improvements to the Airport System, to finance certain costs of issuance and for any other financing needs of the Authority (including, but not limited to, the refunding and restructuring of indebtedness of the Authority); and

**WHEREAS**, the Subordinate Revolving Obligations will continue to be issued and/or incurred, from time to time, in the form of a new Revolving Line of Credit to be provided to the Authority by Bank of America, and related promissory notes; and

**WHEREAS**, the new Revolving Line of Credit will be provided to the Authority by Bank of America pursuant to an Amended and Restated Revolving Credit Agreement (the “New Credit Agreement”), to be entered into by and between the Authority and Bank of America, whereby the Authority will be allowed to request Advances (as defined in the New Credit Agreement), from time to time, in an aggregate principal amount not to exceed \$200,000,000 outstanding at any one time to finance and refinance the acquisition, construction, rehabilitation and equipping of certain capital improvements to the Airport System, to finance certain costs of

issuance and for any other financing needs of the Authority (including, but not limited to, the refunding and restructuring of indebtedness of the Authority); and

**WHEREAS**, the Advances, the Revolving Loans (as defined in the New Credit Agreement) and the Term Loans (as defined in the New Credit Agreement) will be incurred pursuant to the Act, certain other provisions of the laws of the State, the Master Subordinate Indenture, the Tenth Supplemental Subordinate Indenture (as hereinafter defined) and the New Credit Agreement; and

**WHEREAS**, the Subordinate Revolving Obligations, the Notes (as hereinafter defined) and the obligations incurred by the Authority pursuant to the terms of the New Credit Agreement (including, but not limited to, the Advances, the Revolving Loans, the Term Loans, the Commitment Fees (as defined in the New Credit Agreement), and the other Obligations (as defined in the New Credit Agreement)) will be special obligations of the Authority, secured by, and payable from Subordinate Net Revenues and such other funds and accounts as provided in the Master Subordinate Indenture and the Tenth Supplemental Subordinate Indenture, and the obligations incurred by the Authority pursuant to the terms of the New Credit Agreement (including, but not limited to, the Advances, the Revolving Loans, the Term Loans, the Commitment Fees and the other Obligations) will be evidenced by one or more tax-exempt and taxable promissory notes to be executed and delivered by the Authority and delivered to Bank of America (collectively, the "Notes"); and

**WHEREAS**, the Subordinate Revolving Obligations, the Notes and the Advances, the Revolving Loans and the Term Loans may be issued and/or incurred under the Master Subordinate Indenture, the Tenth Supplemental Subordinate Indenture and the New Credit Agreement whereby the interest paid by the Authority on such Subordinate Revolving Obligations, Notes, Advances, Revolving Loans and Term Loans may be (i) excluded from the gross income of the recipients thereof under the varying provisions of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder or related thereto (collectively, the "Code") or (ii) included in the gross income of the recipients thereof under the Code; and

**WHEREAS**, there have been presented to the Board the following documents:

(a) a form of the Tenth Supplemental Subordinate Trust Indenture (the "Tenth Supplemental Subordinate Indenture"), by and between the Authority and the Subordinate Trustee;

(b) a form of the New Credit Agreement; and



(c) forms of the Notes; and

**WHEREAS**, said documents will be modified and amended to reflect the various details applicable to the Subordinate Revolving Obligations and the new Revolving Line of Credit; and

**WHEREAS**, Section 5852.1 of the California Government Code requires that the governing body of a public body obtain from an underwriter, municipal advisor or private lender and disclose, prior to authorizing the issuance of bonds with a term of greater than 13 months, good faith estimates of the following information in a meeting open to the public: (a) the true interest cost of the bonds, (b) the sum of all fees and charges paid to third parties with respect to the bonds, (c) the amount of proceeds of the bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the bonds, and (d) the sum total of all debt service payments on the bonds calculated to the final maturity of the bonds plus the fees and charges paid to third parties not paid with the proceeds of the bonds; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of the San Diego County Regional Airport Authority that:

Section 1. Continuation of Short-Term Borrowing Program; Issuance and/or Incurrence of Subordinate Revolving Obligations; Terms of Subordinate Revolving Obligations. For the purposes set forth in the foregoing recitals, the Board hereby authorizes (a) the continuation of a short-term borrowing program for the benefit of the Authority, (b) the issuance and/or incurrence, from time to time, of the Subordinate Revolving Obligations in the form of the new Revolving Line of Credit to be provided by Bank of America pursuant to the New Credit Agreement and the Notes, provided that the aggregate principal amount of all Subordinate Revolving Obligations outstanding at any one time shall not exceed \$200,000,000, and (c) the incurrence of the other Obligations under the New Credit Agreement, the Master Subordinate Indenture and the Tenth Supplemental Subordinate Indenture. Bank of America's commitment to make Advances under the New Credit Agreement shall have a term not exceeding three (3) years unless such date is earlier terminated pursuant to the terms of the New Credit Agreement or extended, reduced or rescinded by a subsequent resolution of the Board (and approved by Bank of America), and any Term Loan made under the New Credit Agreement shall have a term not exceeding one (1) year. The outstanding principal amount of each Revolving Loan and each Term Loan shall bear interest at the variable interest rates set forth

in the New Credit Agreement and shall be payable in the amounts and at the times set forth in the New Credit Agreement. Notwithstanding anything to the contrary in the previous sentence or the provisions of this Resolution, interest payable by the Authority on any Revolving Loan or Term Loan shall not exceed the Maximum Rate (as defined in the New Credit Agreement); provided, however, if the rate of interest calculated in accordance with the terms of the New Credit Agreement exceeds the Maximum Rate, interest at the rate equal to the difference between the rate of interest calculated in accordance with the terms of the New Credit Agreement and the Maximum Rate shall be deferred until such date as the rate of interest calculated in accordance with the terms of the New Credit Agreement ceases to exceed the Maximum Rate, at which time the Authority shall pay Bank of America the deferred interest as provided in the New Credit Agreement.

The short-term borrowing program is being continued, the new Revolving Line of Credit is being obtained and the Subordinate Revolving Obligations will be issued and/or incurred, from time to time, to provide funds to finance and refinance the acquisition, construction, rehabilitation and equipping of certain capital improvements to the Airport System, to finance certain costs of issuance and for any other financing needs of the Authority (including, but not limited to, the refunding and restructuring of indebtedness of the Authority).

The Authority shall be obligated to repay Bank of America for all Advances, Revolving Loans and Term Loans and pay all other Obligations owed to Bank of America (including the Commitment Fees) under the New Credit Agreement, and such Advances, Revolving Loans, Term Loans and other Obligations shall be payable, both with respect to interest and principal, as applicable, as provided for in the Master Subordinate Indenture, the Tenth Supplemental Subordinate Indenture, the New Credit Agreement and the Notes. The Subordinate Revolving Obligations and the related Revolving Loans and Term Loans may be issued and/or incurred under the Master Subordinate Indenture, the Tenth Supplemental Subordinate Indenture and the New Credit Agreement whereby the interest paid by the Authority on such Subordinate Revolving Obligations and the related Revolving Loans and Term Loans is excluded from gross income for federal income tax purposes or not excluded or part excluded and part not excluded in such combination as is acceptable to the Designated Representative (as hereinafter defined) authorizing the same.

The terms of each Advance shall, consistent with this Resolution, the Tenth Supplemental Subordinate Indenture and the New Credit Agreement, be set forth in a Request for Advance for Revolving Loan (as described in the New Credit Agreement) delivered to Bank of America by a Designated Representative.

Section 2. Pledge to Secure the Subordinate Revolving Obligations, the Advances, the Revolving Loans, the Term Loans, the Notes and the other Obligations. The pledge of Subordinate Net Revenues and other amounts and funds and accounts described in the Master Subordinate Indenture, the Tenth Supplemental Subordinate Indenture and the New Credit Agreement to secure the Subordinate Revolving Obligations, the Advances, the Revolving Loans, the Term Loans, the Notes and the other Obligations as set forth in the Master Subordinate Indenture, the Tenth Supplemental Subordinate Indenture, the New Credit Agreement and the Notes is hereby APPROVED.

Section 3. Special Obligations; Subordinate Obligations. The Subordinate Revolving Obligations, the Advances, the Revolving Loans, the Term Loans, the Notes and the other Obligations shall be special obligations of the Authority, secured by a pledge of an lien on, and payable from, Subordinate Net Revenues and from the funds and accounts held by the Subordinate Trustee and the Authority under the Master Subordinate Indenture and the Tenth Supplemental Subordinate Indenture, as and to the extent therein described. The Subordinate Revolving Obligations, the Advances, the Revolving Loans, the Term Loans, the Notes and the other Obligations shall also be secured by and be paid from such other sources as the Authority may hereafter provide.

The Subordinate Revolving Obligations shall be issued as Subordinate Obligations as provided for in Section 2.09 of the Master Subordinate Indenture.

Section 4. Approval of Documents; Authorization for Execution. The form, terms and provisions of the Tenth Supplemental Subordinate Indenture, the New Credit Agreement and the Notes (collectively, the "Documents") are in all respects APPROVED and the President/CEO of the Authority and the Vice President, Chief Financial Officer of the Authority, any one or more thereof (each a "Designated Officer"), are hereby authorized, empowered and directed to execute, acknowledge and deliver each of the Documents including counterparts thereof, in the name and on behalf of the Authority. The Documents, as executed and delivered, shall be in substantially the forms now before this meeting and hereby approved, with such changes therein as approved by the Designated Officer executing the same; the

execution thereof shall constitute conclusive evidence of the Board's approval of any and all changes or revisions therein from the forms of the Documents now before this meeting; and from and after the execution and delivery of the Documents, the officers, agents and employees of the Authority are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Documents.

Section 5. Trustee, Paying Agent and Registrar. The Board hereby APPOINTS U.S. Bank Trust Company, National Association as trustee, paying agent and registrar for the Subordinate Revolving Obligations. Such appointments shall be effective upon the adoption of this Resolution and shall remain in effect until the Authority shall, by supplemental indenture or by resolution, name a substitute or successor thereto.

Section 6. Designated Representatives. The Board hereby APPOINTS the President/CEO of the Authority, and the Vice President, Chief Financial Officer of the Authority, or any such officer serving in an acting or interim capacity and any other persons the President/CEO of the Authority may designate to serve, as "Designated Representatives" of the Authority under the terms of this Resolution, the Tenth Supplemental Subordinate Indenture and the New Credit Agreement. The Designated Representatives are, and each of them is, hereby authorized and are hereby directed to perform those duties set forth in the Documents including, without limitation, the execution of a Request for Advance for Revolving Loan (as described in the New Credit Agreement). The Designated Representatives are, and each of them is, also authorized to make representations, certifications and warranties in connection with implementing and obtaining the Revolving Line of Credit and the issuance and/or incurrence of Subordinate Revolving Obligations, Advances, Revolving Loans and Term Loans as and when required in the Documents and the certifications and agreements relating to the federal tax exemption with regards to certain advances. The Designated Representatives are hereby further authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Documents.

Section 7. Additional Authorization. Each Designated Officer and all officers, agents and employees of the Authority, for and on behalf of the Authority, are hereby AUTHORIZED and directed to do any and all things necessary to effect the execution and delivery of the Documents and to carry out the terms thereof. Each Designated Officer, each Designated Representative and all officers, agents and

employees of the Authority are further authorized and directed, for and on behalf of the Authority, to execute all papers, documents, certificates and other instruments that may be required in order to carry out the authority conferred by this Resolution, the Tenth Supplemental Subordinate Indenture and the New Credit Agreement or to evidence the same authority and its exercise. The foregoing authorization includes, but is in no way limited to, authorizing Authority staff to pay costs of issuance of implementing and obtaining the Revolving Line of Credit and the fees and costs of Bank of America, authorizing the investment of the proceeds of the Advances in one or more of the permitted investments provided for under the Master Subordinate Indenture and the Tenth Supplemental Subordinate Indenture, and authorizing the execution by a Designated Officer or a Designated Representative, or any one of them, of one or more tax compliance certificates as required by the Tenth Supplemental Subordinate Indenture and the New Credit Agreement for the purpose of complying with the rebate requirements of the Code. Additionally, on or before the stated expiration date of the New Credit Agreement, the President/CEO of the Authority is hereby AUTHORIZED to negotiate an extension to the stated expiration date of the New Credit Agreement (provided such extension shall not exceed an additional three (3) years) with Bank of America, if the President/CEO of the Authority determines that such extension is pursuant to the same or more advantageous financial terms as those set forth in the New Credit Agreement presented to the Board at this meeting and, provided, further, that the terms and provisions of the New Credit Agreement are the same, or more advantageous to the Authority, as the terms and provisions of the New Credit Agreement presented to the Board at this meeting.

Section 8. Costs of Issuance. Funds of the Authority are hereby authorized, together with the proceeds from the Revolving Loans, to be used to pay costs of issuance of implementing and obtaining the Revolving Line of Credit, including but not limited to costs of attorneys, accountants, financial advisors, the costs and expenses of Bank of America, the costs associated with rating agencies, printing, publication and mailing expenses, and any related filing fees.

Section 9. Good Faith Estimates. In accordance with Section 5852.1 of the California Government Code, good faith estimates of the following are set forth in Exhibit A attached hereto: (a) the true interest cost of the obligations to be incurred under the New Credit Agreement, (b) the sum of all fees and charges paid to third parties with respect to the establishment of the short-term borrowing program and the issuance and/or incurrence of the Subordinate Revolving Obligations, (c) the amount of proceeds of Advances expected to be received net of the fees and charges

paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Advances, and (d) the sum total of all debt service payments on the obligations to be incurred under the New Credit Agreement calculated to the stated expiration date of the New Credit Agreement, plus the fees and charges paid to third parties not paid with the proceeds of the Advances.

Section 10. Severability. The provisions of this Resolution are hereby declared to be severable and, if any section, phrase or provisions shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereof.

Section 11. Governing Law. This resolution shall be construed and governed in accordance with the laws of the State of California.

Section 12. Repeal of Inconsistent Resolutions. All other resolutions of the Board, or parts of resolutions, inconsistent with this Resolution, are hereby repealed to the extent of such inconsistency.

Section 13. Effective Date of Resolution. This Resolution shall take effect from and after its passage and approval.

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

**BE IT FURTHER RESOLVED** that the Board finds that this action is not a "development" as defined by the California Coastal Act (California Public Resources Code §30106); and

**BE IT FURTHER RESOLVED** that the Board finds that this action is not a project that involves additional approvals or actions by the Federal Aviation Administration ("FAA") and, therefore, no formal review under the National Environmental Policy Act ("NEPA") is required.

**PASSED, ADOPTED AND APPROVED** by the Board of the San Diego County Regional Airport Authority at a regular meeting this 11<sup>th</sup> day of July, 2024 by the following vote:

AYES: Board Members:

NOES: Board Members:

ABSENT: Board Members:

ATTEST:

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SHAWNA MORALES  
ASSISTANT AUTHORITY CLERK II

APPROVED AS TO FORM:

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AMY GONZALEZ  
GENERAL COUNSEL

## EXHIBIT A

### GOOD FAITH ESTIMATES

The following information was obtained from Frasca & Associates, LLC (the “Municipal Advisor”) with respect to the obligations to be incurred under the New Credit Agreement and the Notes (the “Obligations”) approved in the attached Resolution, and is provided in compliance with Section 5852.1 of the California Government Code with respect to the Obligations:

**Section 1. True Interest Cost of the Obligations<sup>1</sup>.** Based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the true interest cost of the Obligations, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Obligations, is 4.87%.

**Section 2. Finance Charge of the Obligations.** A good faith estimate of the finance charges associated with the Obligations (the sum of all fees and charges paid to third parties (or costs associated with the Obligations)), is \$110,000, as follows:

(a)	Fees to Bank of America (including legal fees)	\$15,000
(b)	Bond Counsel and Disbursements	30,000
(c)	Municipal Advisor and Disbursements	<u>65,000</u>
	Total	<u>\$110,000</u>

**Section 3. Amount of Proceeds to be Received<sup>2</sup>.** A good faith estimate of the amount of proceeds expected to be received by the Authority from Advances is \$200,000,000.

**Section 4. Total Payment Amount<sup>3</sup>.** Based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the total payment amount, which means the sum total of all payments the Authority will make to pay debt service on the Obligations plus the finance charge of the Obligations described in Section 2 above not paid with the proceeds of the Advances, calculated to the stated expiration date of the New Credit Agreement, is \$229,760,833.

Attention is directed to the fact that the foregoing information constitutes good faith estimates only. The actual interest cost, finance charges, amount of proceeds and total payment amount may vary from the estimates above due to variations from these

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<sup>1</sup> Assumes full utilization of the \$200 million Commitment under the Credit Agreement at an assumed tax-exempt interest rates set forth in the Credit Agreement.

<sup>2</sup> Assumes full utilization of the \$200 million Commitment under the Credit Agreement and that finance charges are not paid from Advances.

<sup>3</sup> Assumes \$200 million is drawn under the Credit Agreement on the effective date of the Credit Agreement and repaid on the stated expiration date of the Credit Agreement.



estimates in the timing of Advances received by the Authority, and the amount of Advances received. The date and amount of Advances will be determined by the Authority based on need to provide funds for the acquisition, construction, rehabilitation and equipping of certain capital improvements to the Airport System and other factors. Market interest rates are affected by economic and other factors beyond the Authority's control. The Authority has approved the issuance of the Obligations with a maximum true interest cost of 12.00%.

# San Diego County Regional Airport Authority

## Short Term Borrowing Program

Presented by John Dillon, Director, Financial and Risk Management

July 11th, 2024



# Overview

- Rationale for a Short-term Variable Rate Borrowing Program
- Request for Proposal Results
- Revolving Credit Agreement
- Program Documents
- Recommendation and Requested Action



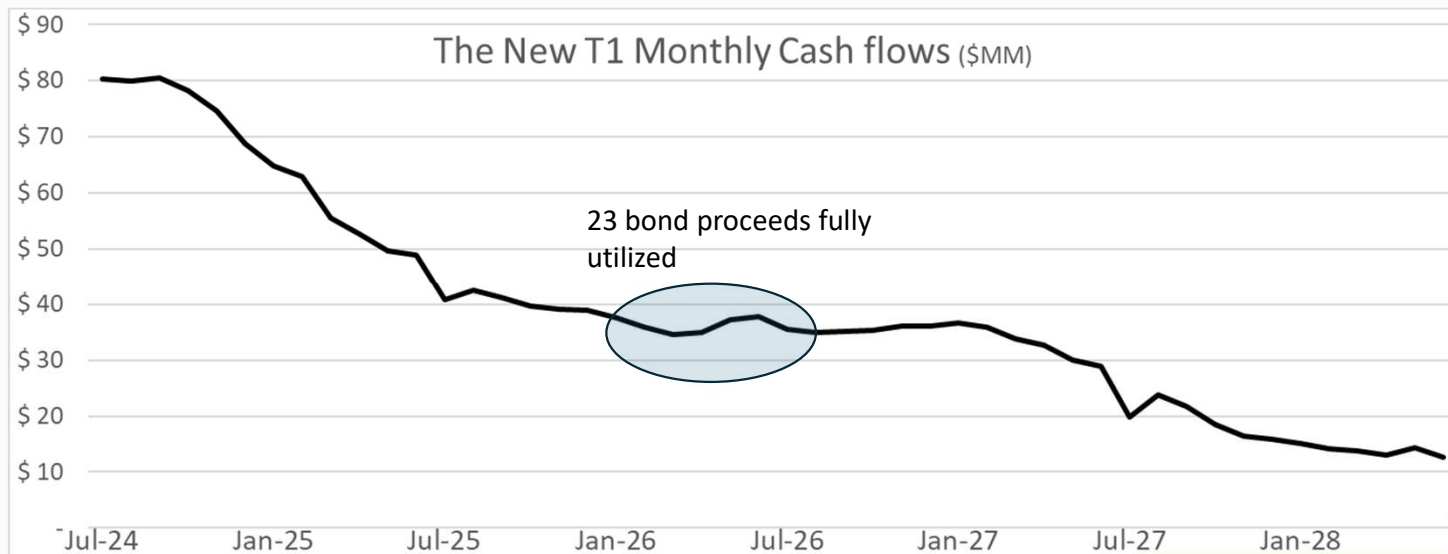
# Rationale for a Short-term Variable Rate Debt Program

- Used to manage capital funding requirements
- Flexible, “just-in-time” funding
- Interim capital funding source between long-term bond issues
- Variable rate debt generally provides the lowest cost of funds for the short-term
- Authority’s current program will expire in July 2024

# Rationale for a Short-term Variable Rate Debt Program

Staff anticipates the need for short term debt capacity to support the ongoing construction of the New T1:

- Interim funding of the New T1 before anticipated final issuance in 2026
- Use of short-term debt facility can help meet monthly cash outlay during the New T1 construction between issuance of long-term debt and preserve liquidity metrics



# Request for Proposal Results

The Authority issued RFP on March 26

- 4 respondents proposed either direct pay letters of credit to support a commercial paper program with terms of 1 to 5 years or revolving lines of credit with terms of 1 to 5 years
- One respondent was found not responsive
- Interviews took place on June 4

# Revolving Credit Agreement

The highest ranked proposal was from Bank of America who currently provide the Authority a revolving line of credit for up to \$200 million. The existing contract will be amended with the following terms:

- Additional 3-year term
- Tax Exempt pricing: 80% of SOFR +61 Basis Points (BPS)
- Taxable pricing: SOFR +92 BPS
- Unutilized Pricing: up to 65% utilization 30 BPS; Greater than 65% utilization 0 BPS.

\*SOFR (Secured Overnight Financing Rate) index is a broad measure of the cost of borrowing cash overnight collateralized by Treasury Securities.

# Program Documents

Final terms have been agreed with Bank of America. Documents required to implement Revolving Credit short term debt program:

The Amended and Restated Revolving Credit Agreement with Bank of America which Sets forth the key terms including the \$200M commitment and 3-year term and the Authority's payment obligations, covenants and warranties

Tenth Supplemental Subordinate indenture with US Bank is the Financing document that will set forth the general terms including the pricing and security pledge

The AMT/Non-AMT/Taxable Notes are promissory notes that will evidence the Authority's payment obligations to the bank



# Recommendation and requested actions

Staff the Board for approve Resolution 2024-XXX:

- (1) Approving the continuation of the Short-Term Borrowing Program in an aggregate principal amount not to exceed \$200,000,000 outstanding at any one time to provide an interim funding source for the New T1 and other capital projects;
- (2) Authorizing the President/CEO to negotiate and execute an Amended and Restated Revolving Credit Agreement with Bank of America, N.A.; and
- (3) Approving the form of a Tenth Supplemental Subordinate Trust Indenture, an AMT, Non-AMT and Taxable Note

Questions?

## Staff Report

**Meeting Date:** July 11, 2024

**Subject:**

**Approve and Authorize the President/CEO to Execute a Computerized Maintenance Management System Agreement with Woolpert, Inc.**

**Recommendation:**

Adopt Resolution No. 2024-0065, approving and authorizing the President/CEO to execute an agreement with Woolpert, Inc., for a term of three years, with the option for two one-year extensions exercisable at the discretion of the President/CEO, for a total not-to-exceed amount of \$3,146,607.00 to provide installation, configuration, training, maintenance, and technical support for a computerized maintenance management database system.

**Background/Justification:**

The San Diego County Regional Airport Authority ("Authority") has recognized the need to automate the tracking of asset management and facility maintenance activities, within the Operations Division. This initiative aims to enhance the efficiency of proactive preventive maintenance, ensure regulatory compliance, and manage inventory more effectively. By implementing a real-time Computerized Maintenance Management System ("CMMS"), that could ultimately be shared by several Airport Authority users, the Authority anticipates significant cost savings through early issue identification and operational efficiency. The CMMS platform will be integrated with Oracle's JD Edwards EnterpriseOne, which is currently in use at the San Diego International Airport ("SDIA").

On December 1, 2023, the San Diego County Regional Airport Authority ("Authority") published a Request for Proposals ("RFP") for professional services to fully implement a cloud-based CMMS in a large-hub commercial Part 139 airport setting. The service contract will be the primary means to conduct data collection of assets, host, configure, implement, integrate, test, maintain, and support a fully functional and secure, cloud-based CMMS software solution at SDIA.

On February 21, 2024, the Authority's Procurement Department received seven (7) responses to the RFP from AtkinsRealis; Electronic Data, LLC/Arora; Guidehouse; ICF Resources; IFS; ikW Solutions/AMS, and Woolpert, Inc. with one (1) additional proposal deemed as non-responsive by the Procurement Department due to an incomplete submission and lack of understanding service requirements.

The Authority’s Evaluation Panel (“Panel”), which was comprised of representatives from the Facilities Management, Information & Technology Services, Airside & Terminal Operations, Business Intelligence and Procurement Departments, short-listed the responses to five (5) firms, which were invited to interview. During the interviews on April 9, 2024, and April 12, 2024, the respondents provided presentations of their qualifications and responded to prepared questions to address work order management, service request management, asset management, preventive maintenance, and regulatory compliance.

After the interviews the Panel evaluated the respondents using weighted criteria of nine factors: the organization and personnel’s overall experience and qualifications; methodology/workplan; quality/compliance; key system features/functionality; technical requirements; reporting; ease of use; customer support, and eligibility for small business participation under Authority Policy 5.12, Preference to Small Business.

The final ranking matrices from the Panel are as shown:

Firms	Panelist 1	Panelist 2	Panelist 3	Panelist 4	Panelist 5	Panelist 6	Panelist 7	Total	Final Rank
AtkinsRealis	5	2	5	2	3	5	3	25	4
Electronic Data, LLC	1	1	2	4	4	3	4	19	3
ICF Resources	2	5	1	5	2	1	2	18	2
IFS	4	4	4	3	5	2	5	27	5
Woolpert	3	3	3	1	1	4	1	16	1

Combined Final Scores	Small Bus.	Local	Vet	Cost/ Fees	Quality/ Compliance	Methodology / Work Plan	Exper. Firm/ Staff	Key Systems/ Functionality	Technical Requirements	Reporting	Ese of use.	Customer Support	Total
AtkinsRealis	0	0	0	735	96	630	735	968	720	141	376	205	4606
Electronic Data, LLC	0	0	0	840	100	735	780	1056	690	144	376	245	4966
ICF Resources	0	0	0	840	104	735	705	1144	750	162	448	215	5103
IFS	0	0	0	1050	76	600	555	924	630	129	360	200	4524
Woolpert	0	0	0	525	114	855	825	1232	840	174	456	285	5306

A brief background of the top ranked firm is provided:

- Woolpert utilizes Cityworks Enterprise Asset Management System to manage asset data efficiently and is the same software used by the Authority geographic information system (GIS) and Airport Design & Construction staff.
- Woolpert leverages Cityworks’ GIS-centric platform to create a collection of pre-configured solutions common to airports that address the Part 139 inspection process, work orders, facility maintenance, asset management and other aspects in support of FAA compliance.
- Woolpert has over 400 successful Cityworks implementations worldwide to include Tulsa International Airport, Tulsa Riverside Airport, Dayton International Airport, Savannah Hilton Head International Airport, Tampa International Airport and Northwest Arkansas Regional Airport.

The following illustrates the benefits of a robust CMMS solution being in place:

1. **Cost Avoidance:** By leveraging preventive maintenance strategies and optimizing asset lifecycle management, the Airport Authority aims to minimize unexpected repair costs and downtime, resulting in significant cost savings.
2. **Efficiency Enhancement:** Improved work order planning and control capabilities will lead to greater operational efficiency, enabling the Airport Authority to achieve more with existing resources and avoiding unnecessary headcount increases.
3. **Utilization of Mobile Technology:** Employees will utilize mobile smart devices for on-the-go condition assessments, eliminating the need for costly vendor-provided assessments and ensuring real-time data accessibility.
4. **Budget Forecasting and Inventory Planning:** The CMMS will provide robust tools for budgeting and inventory management, enabling better planning and resource allocation to support operational needs.
5. **Improved Operational Excellence:** Through streamlined processes and centralized data management, the Airport Authority aims to enhance overall operational excellence, ensuring smooth and reliable airport operations.
6. **Safety Management System (SMS) Integration:** A dedicated module within the CMMS will be developed to manage Safety Management System (SMS) requirements, ensuring compliance with regulatory standards, and enhancing safety protocols.

Implementing a comprehensive CMMS customized for the Airport Authority is a strategic move to optimize operations, improve asset management, and ensure regulatory compliance. The CMMS is a value-adding proposition at its core, prioritizing long-term cost savings, efficiency, and operational excellence.

Staff recommends the award of a CMMS services agreement to Woolpert, Inc., for a term of three years, with the option for two one-year extensions exercisable at the discretion of the President/CEO, for a total not-to-exceed amount of \$3,146,607.00 for all five (5) years.

## Fiscal Impact:

Adequate funding for the CMMS service agreement is included in the adopted FY 2025 and conceptually approved FY 2026 Operating Expense Budgets within the Facilities Management Annual Repair and Service Contracts line item and in the Board Adopted FY 2025 through FY 2029 Capital Budget. The expense for this contract that will impact budget years not yet adopted or approved by the Board will be included in future year budget requests.

## Authority Strategies/Focus Areas:

This item supports one or more of the following (*select at least one under each area*):

### Strategies

- Community Strategy    Customer Strategy    Employee Strategy    Financial Strategy    Operations Strategy

### Focus Areas

- Advance the Airport Development Plan    Transform the Customer Journey    Optimize Ongoing Business

### 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.
- C. NEPA: This Board action is not a project that involves additional approvals or actions by the Federal Aviation Administration ("FAA") and, therefore, no formal review under the National Environmental Policy Act ("NEPA") is required.

### Application of Inclusionary Policies:

The Authority has the following inclusionary programs and policy: a Disadvantaged Business Enterprise (DBE) Program, an Airport Concession Disadvantaged Business Enterprise (ACDBE) Program and Policy 5.12. These programs and policy are intended to promote the inclusion of small, local, service disabled/veteran owned small businesses, historically underrepresented businesses and other business enterprises, on all contracts. Only one of the programs or policy named above can be used in any single contracting opportunity.

This contract does not utilize federal funds and provides limited opportunities for sub-contractor participation; therefore, at the option of the Authority, Policy 5.12 was applied to promote the participation of qualified small businesses, service disabled/veteran owned small businesses, and local businesses. Policy 5.12 provides a preference of up to seven percent (7%) in the award of selected Authority contracts and when selection is based on a scoring matrix the resulting points shall be added to the total points, provided that it does not exceed the total allowable preference.

In accordance to Policy 5.12, the recommended firm Woolpert, Inc. did not receive small business, local business, and service disabled/veteran owned small business preference.

**Prepared by:**

Stephen Mosca  
Director, Facilities Management

## RESOLUTION NO. 2024-0065

A RESOLUTION OF THE BOARD OF THE SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY APPROVING AND AUTHORIZING THE PRESIDENT/CEO TO EXECUTE AN AGREEMENT WITH WOOLPERT, INC., FOR A TERM OF THREE YEARS, WITH THE OPTION FOR TWO ONE-YEAR EXTENSIONS EXERCISABLE AT THE DISCRETION OF THE PRESIDENT/CEO, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$3,146,607.00 TO PROVIDE INSTALLATION, CONFIGURATION, TRAINING, MAINTENANCE, AND TECHNICAL SUPPORT FOR A COMPUTERIZED MAINTENANCE MANAGEMENT DATABASE SYSTEM

**WHEREAS**, on each December 1, 2023, the San Diego County Regional Airport Authority (“Authority”) published a Request for Proposals (“RFP”) for professional services to fully implement a cloud-based Computerized Maintenance Management System (“CMMS”) at San Diego International Airport; and

**WHEREAS**, the service agreement will provide preventive maintenance strategies and optimized asset lifecycle management to minimize unexpected repair costs and downtime; and

**WHEREAS**, on February 21, 2024, the Authority’s Procurement Department received seven (7) responses to the RFP from the following entities: AktinsRealis, Electronic Data LLC/Arora, Guidehouse, ICF Resources, IFS, ikW Solutions/AMS, and Woolpert, Inc.; and

**WHEREAS**, the Authority’s Selection Panel (“Panel”), which was comprised of representatives from Facilities Management, Information & Technology Services, Airside & Terminal Operations, Business Intelligence and Procurement Departments, short listed five firms who provided a presentation of their qualifications and responded to prepared questions during interviews on April 9, 2024, and April 12, 2024; and



**WHEREAS**, after the interviews the Panel evaluated respondents using weighted criteria of nine factors: the organization and personnel's overall experience and qualifications; methodology/workplan; quality/compliance; key system features/functionality; technical requirements; reporting; ease of use; customer support, and eligibility for small business participation under Authority Policy 5.12, Preference to Small Business, Local Business, and Service Disabled/Veteran Owned Small Business; and

**WHEREAS**, upon conclusion of the evaluation process, the panel unanimously ranked Woolpert, Inc. as the qualified respondent to provide services based on the evaluation criteria and interview.

**NOW, THEREFORE, BE IT RESOLVED** that the Board hereby approves and authorizes the President/CEO to execute an agreement with Woolpert, Inc. for a term of three years, with the option for two one-year extensions exercisable at the discretion of the President/CEO, for a total not-to-exceed amount of \$3,146,607.00 to provide installation, configuration, training, maintenance, and technical support for a computerized maintenance management database system; 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 to effectuate fully the foregoing; and

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

**BE IT FURTHER RESOLVED** that the Board finds that this action is not a "development" as defined by the California Coastal Act (California Public Resources Code §30106); and

**BE IT FURTHER RESOLVED** that the Board finds that this action is not a project that involves additional approvals or actions by the Federal Aviation Administration ("FAA") and, therefore, no formal review under the National Environmental Policy Act ("NEPA") is required.

**PASSED, ADOPTED, AND APPROVED** by the Board of the San Diego County Regional Airport Authority at a regular meeting this 11<sup>th</sup> day of July, 2024, by the following vote:

**AYES:** Board Members:

**NOES:** Board Members:

**ABSENT:** Board Members:

**ATTEST:**

---

SHAWNA MORALES  
ASSISTANT AUTHORITY CLERK II

**APPROVED AS TO FORM:**

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AMY GONZALEZ  
GENERAL COUNSEL



# Computerized Maintenance Management System (CMMS)

July 11, 2024

Stephen Mosca, Director  
Facilities Management Department



# What is CMMS?

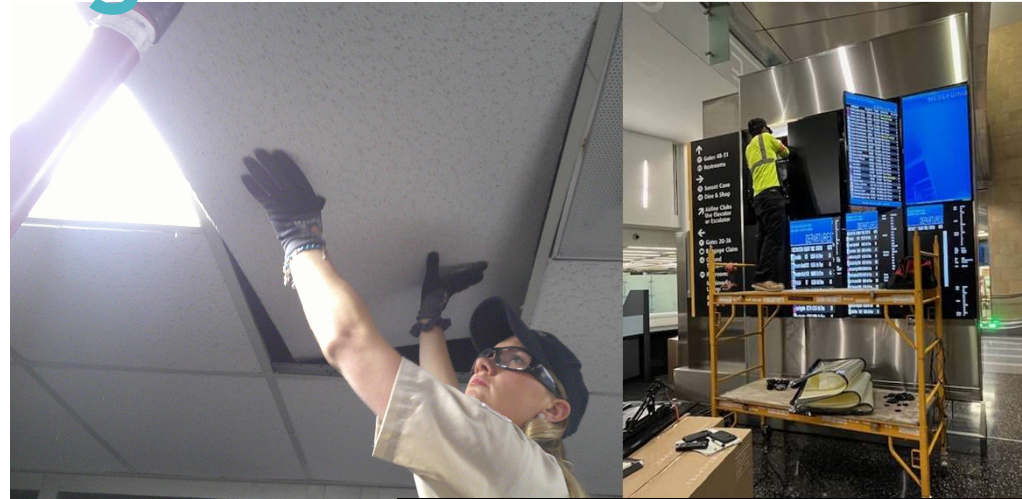


# Airport Assets Include...

- **Airfield Assets**
  - Lighting Vaults
  - Runway Lights
  - FAA Equipment
  - Engineered Materials Arresting Systems (EMAS)
  - Runway Visual Range (RVR)
- **Terminal Assets**
  - Passenger Boarding Bridges
  - Rack Rooms
  - Ramp Control Facility
  - Fire Life Safety Equipment
  - Elevators/Escalators
- **Parking Assets**
  - Solar Carports
  - EV Charging Stations
- **Building Assets**
  - Roof
  - Electrical
  - Plumbing
  - HVAC/Mechanical Equipment
  - Fire Suppression Systems
  - Fire Alarm
  - Flooring
- **Landside Assets**
  - Landscape Irrigation Systems
  - Blast Fence
  - Perimeter Fencing
- **Utilities**
  - 12kV Electrical Panels
  - Emergency Generators
  - Electrical Meters
  - Gas Meters
  - Water Meters

# SAN's Facilities Management Department (FMD)

- 91 full-time staff
- Maintains airport infrastructure: airfield, runway, landside, & terminals
- Executes Major Maintenance and assists Capital Improvement Program (CIP)
- Manages utilities, fleet services, and 12-kv electrical system
- Addresses airport and tenant service requests 24/7



# Typical FMD Projects...

## Projects completed in FY24:

- Air Cargo Asphalt Paving Repair - \$5M
- AOA West & North Ramp Lighting Upgrades - \$293K
- AOA Pavement Striping on Taxiways B, C & Runway 9/27 - \$300K
- Additional Overall Maintenance Valued at ~\$14M

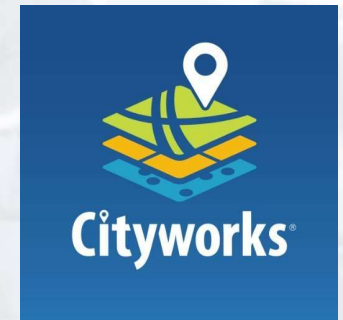
# CMMS Cost & Value Benefits

- **\$14.5 Million FY25 Budget for Annual Maintenance, Major Maintenance, and Maintenance Supplies**
- **CMMS benefits**
  - **Cost avoidance**
  - **Enhanced maintenance efficiency**
  - **Superior asset management**
  - **Has demonstrated potential savings across industries, achieving a 5%-25% reduction in maintenance costs**
  - **Up to a 15% improvement in operational efficiency**



# About Woolpert

- **Reputation:**
  - Award-winning GIS expertise
- **Experience:**
  - Cityworks Platinum Partner  
Configurable & Scalable
  - Airport & Public Works Focus
  - ISO 55000 Certified



# Staff Recommendation

Adopt Resolution No. 2024-0065, approving and authorizing the President/CEO to execute an agreement with Woolpert, Inc., for a term of three (3) years, with the option for two (2) one-year extensions exercisable at the discretion of the President/CEO, for a total not-to-exceed amount of \$3,146,607.00 to provide installation, configuration, training, maintenance, and technical support for a computerized maintenance management database system.

A sunset sky with a plane flying in the distance. The sky is filled with soft, orange and pink clouds, and the sun is visible on the right side, creating a bright glow. A silhouette of a plane is visible in the upper left quadrant. The text "Questions & Comments" is centered in white.

# Questions & Comments

## Board Communication

Date: July 11, 2024  
To: Board Members  
From: Matt Harris, Director, Government Relations  
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

---

Authority Policy 3.30 (3)(b) and (4) require that travel and business expense reimbursements of Board Members, the President/CEO, the Chief Auditor, and the General Counsel be approved or pre-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 Policy 3.30.

# **OUT OF TOWN TRAVEL REQUESTS**

**KIM BECKER**

**SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY**  
**OUT-OF-TOWN TRAVEL REQUEST**

GENERAL INSTRUCTIONS:

- A. All out-of-town travel requests must conform to applicable provisions of [Policy 3.30](#).
- B. Once traveler completes form, submit to the traveler's Administrator for approval (for Board Members, President/CEO, General Counsel and Chief Auditor, Administrator is Board Executive Committee).

TRAVELER INFORMATION:

Traveler Name: Kimberly J. Becker Department: Executive, BU6  
Position:  Board Member  President/CEO  General Counsel  Chief Auditor  
 All Other Authority Employees

DATE OF REQUEST: 05/23/2024 DATE OF DEPARTURE/RETURN: 09/16/2024 / 09/17/2024

DESTINATION / BUSINESS PURPOSE:

Destination: Seattle, WA Business Purpose: Alaska Air Headquarters Visit

PROJECTED OUT-OF-TOWN TRAVEL EXPENSES:

A. Transportation Costs:	
• Airfare <input type="checkbox"/> check box for business class or equivalent (international only)	\$ <u>300.00</u>
• Rental Car	\$ _____
• Other Transportation (Taxi, TNC, Train, Bus)	\$ <u>100.00</u>
• Auto (Gas, Parking/Tolls, Mileage)	\$ _____
B. Lodging	\$ <u>300.00</u>
C. Meals and Incidental Expenses ( <a href="#">Per Diem</a> )	\$ <u>160.00</u>
D. Seminar and Conference Fees	\$ _____
E. Entertainment	\$ _____
<b>TOTAL PROJECTED TRAVEL EXPENSES</b>	<b>\$ <u>860.00</u></b>

**CERTIFICATION BY TRAVELER**

By my signature below, I certify the following:

- 1. The above-listed projected out-of-town travel expenses conform to Policy 3.30, are reasonable and directly related to Authority business; and
- 2. I have attended training regarding my responsibilities pursuant to Policy 3.30 within the past two years.

Travelers Signature:  Date: 23/05/2024

**CERTIFICATION BY ADMINISTRATOR** (If Administrator is Executive Committee, Clerk certifies below.)

By my signature below, I certify the following:

- 1. I have reviewed this out-of-town travel request and made inquiries to determine that the out-of-town travel and identified expenses are directly related to and necessary for the advancement of the Authority's business and reasonable in comparison to the anticipated benefits to the Authority; and
- 2. I have attended training regarding my responsibilities pursuant to Policy 3.30 within the past two years.

Administrator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE**

I, \_\_\_\_\_, certify that this document was approved  
(Name of Clerk)  
by the Executive Committee at its \_\_\_\_\_ meeting.  
(Meeting Date)

# **TRAVEL EXPENSE REIMBURSEMENT**



**KIM BECKER**

**SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY**

**TRAVEL EXPENSE REIMBURSEMENT REPORT - Board Members, President/CEO, General Counsel, Chief Auditor**  
 (To be completed within 30 days from travel return date for domestic travel; 45 days for international travel)

Refer to Authority Policy 3.30 - Business and Travel Expense Reimbursement Policy, outlining appropriate reimbursable expenses. 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.

[Policy 3.30 - Business and Travel Expense Reimbursement](#)

[Business and Travel Reimbursement Guidelines](#)

**Employee/Trip Information**

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

Name: Kimberly J. Becker Dept: 6 - Executive Division  
 Departure Date: 5/22/2024 Return Date: 5/23/2024 Report Due: 6/22/24  
 Destination: Atlanta, GA  
 Business Purpose: Delta Airlines Headquarters Air Service Visit

Expense items not included in Per Diem	Authority Prepaid Expenses	Employee Paid Expenses							TOTAL
		5/22/24 Wednesday	5/23/24 Thursday	5/24/24 Friday	5/25/24 Saturday	5/26/24 Sunday	5/27/24 Monday	5/28/24 Tuesday	
Air Fare, Railroad, Bus	956.19								-
Conference Fees									-
Rental Car									-
Gas									-
Parking & Tolls									-
Mileage - Attach mileage form									-
Taxi / TNC / Shuttle Fare									-
Lodging		301.93							301.93
Telephone, Internet and Fax									-
Laundry									-
Miscellaneous Airline Baggage Fees		35.00	35.00						70.00
									-
	<b>\$ 956.19</b>								<b>\$ 371.93</b>

**Expense items included in Per Diem:**

Meals will be reimbursed at established Per Diem rates. Receipts shall not be required except for authorized meals above per diem rate (approved by CEO or Vice President below). If a meal is provided by a conference or meeting, do not include the meal for reimbursement below. On first travel day, only include lunch and dinner if flight departs after 9:00 a.m. On last travel day, only include breakfast and lunch if flight returns before 6:00 p.m.

Enter Daily Per Diem Rate	GSA Per Diem for Domestic							US Dept of State Per Diem for International						
	5/22/24 Wednesday	5/23/24 Thursday	5/24/24 Friday	5/25/24 Saturday	5/26/24 Sunday	5/27/24 Monday	5/28/24 Tuesday	5/22/24 Wednesday	5/23/24 Thursday	5/24/24 Friday	5/25/24 Saturday	5/26/24 Sunday	5/27/24 Monday	5/28/24 Tuesday
Breakfast	\$17.00								17.00					
Lunch	\$18.00													
Dinner	\$34.00	34.00												
Incidentals	\$5.00	5.00	5.00											
<b>Total M&amp;IE</b>	<b>\$74.00</b>													
Approved Meal Exception Above Per Diem Rate <sup>1</sup>														
<b>Total Meal and Incidentals Expenses</b>	<b>\$ 39.00</b>	<b>\$ 22.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 61.00</b>

<b>Trip Grand Total</b>	<b>1,389.12</b>
Less Cash Advance (Attach copy of Authority check)	
Less Expenses Prepaid by Authority	956.19
<b>Due Traveler</b> - if positive amount, prepare check request	
<b>Due Authority</b> - if negative, attach check payable to SDCRAA	<b>\$ 432.93</b>

Note: Send this report to Accounting even if the amount is \$0.

By signing below, TRAVELER: (a) acknowledges understanding and agreeing to be bound by Authority Policy 3.30 - Business and Travel Expense Reimbursement Policy; (b) certifies that this report is true and correct and all claimed expenses were incurred in connection with official Authority business; and (c) understands that any purchases/claims that are not allowed will be traveler's responsibility. By signing below, ADMINISTRATOR certifies, based on reasonable inquiry, that expenses approved in this report were reasonable, necessary, directly related to the Authority's business, and that they are reimbursable under Authority Policy 3.30.

Prepared By: Diane Casey Ext.: 2445  
 Traveler's Signature: Kimberly J. Becker Date: 24/05/2024  
KIM BECKER (May 24, 2024 12:10 PM)

**AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE (To be completed by Clerk)**

I, \_\_\_\_\_ hereby certify that this document was approved by the Executive Committee at it's meeting on \_\_\_\_\_  
 Clerk Signature: \_\_\_\_\_ Date: \_\_\_\_\_



Traveltrust Corporation  
374 North Coast Hwy 101  
Encinitas, CA 92024  
Phone: (760) 635-1700

ADD TO OUTLOOK

Monday, 13MAY 2024 5:05 PM EDT

Passengers: **KIMBERLY JANE BECKER (06)**

Agency Reference Number: NBASZC

Click here to view your current itinerary or ETicket receipt on-line: [tripcase.com](http://tripcase.com)

Please review your itinerary and report any discrepancies to Traveltrust within 24hrs of receipt

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 TO CHANGE IF NECESSARY. PER MANDATORY IATA RESOLUTION 830D YOUR CONTACT DETAILS HAVE BEEN GIVEN TO THE AIRLINES FOR FLIGHT MODIFICATIONS ONLY

**AIR Wednesday, 22MAY 2024**

**Delta Air Lines**

**From:** Philadelphia PA, USA  
**To:** Atlanta GA, USA  
**Stops:** Nonstop

**Flight Number:** 2279

**Depart:** 3:35 PM  
**Arrive:** 5:45 PM  
**Duration:** 2 hour(s) 10 minute(s)  
**Status:** CONFIRMED

**Class:** - Q-ECONOMY

**Miles:** 665 / 1064 KM

Equipment: Airbus A321 Jet  
DEPARTS PHL TERMINAL D - ARRIVES ATL SOUTH TERMINAL  
Frequent Flyer Number: [REDACTED]  
Delta Air Lines Confirmation number is JJ7ZZQ

**AIR Thursday, 23MAY 2024**

**Delta Air Lines**

**From:** Atlanta GA, USA  
**To:** San Diego CA, USA  
**Stops:** Nonstop

**Flight Number:** 0843

**Depart:** 2:51 PM  
**Arrive:** 4:28 PM  
**Duration:** 4 hour(s) 37 minute(s)  
**Status:** CONFIRMED  
**MEAL:** FOOD FOR PURCHASE

**Class:** - Q-ECONOMY

**Miles:** 1891 / 3026 KM

Seats: 28D  
Equipment: Airbus A321 Jet  
DEPARTS ATL SOUTH TERMINAL - ARRIVES SAN TERMINAL 2  
Frequent Flyer Number: DL2078329006  
AISLE SEAT CONFIRMED  
FREQUENT FLYER NUMBER [REDACTED]  
Delta Air Lines Confirmation number is JJ7ZZQ

**Ticket/Invoice Information**

Ticket for: **KIMBERLY JANE BECKER**

Please Note - kim went to Atlanta from Philadelphia (for a family funeral). Plane ticket cost had no charge from original ticket SAN - ATL - SAN.

Date issued: 4/11/2024 Invoice Nbr: 7056506  
Ticket Nbr: DL7062911895 Electronic Tkt: Yes Amount: 926.19 USD  
Base: 833.48 US Tax: 62.51 USD XT Tax: 30.20 USD  
Charged to: AX\*\*\*\*\*1013

Service fee: KIMBERLY JANE BECKER  
Date issued: 4/11/2024 Invoice Nbr: 7056506  
Document Nbr: XD0871794377 Amount: 30.00  
Charged to: AX\*\*\*\*\*1013

Total Tickets: 926.19  
Total Fees: 30.00  
Total Amount: 956.19

**Click here 24 hours in advance to obtain boarding passes:**

[DELTA](#)

**Click here to review Baggage policies and guidelines:**

[DELTA](#)

TSA Guidance- a government issued photo id is needed for checkin.  
Please allow minimum 3 hour check-in for International flights and 2 hours for Domestic.  
For Additional security information visit [www.tsa.gov](http://www.tsa.gov).  
All coupons related to this ticket must be used in the sequence purchased or you may be subject to a change in airfare per the carrier's discretion.

Thank you for choosing Traveltrust!  
Our Business Hours are Monday - Friday 5am - 5pm Pacific  
For emergency after-hours service from anywhere, please call 682-990-7183 and use code HSXJE72.  
Calls are billable at \$45 domestic and \$55 international, plus applicable ticketing and international fees.



Traveltrust  
374 North Coast Highway 101  
Encinitas, CA 92024  
760-635-1700

For a single calendar entry click [here](#)  
Travel Itinerary

### Passenger Names

BECKER/KIMBERLY JANE - 06

Traveltrust Business Hours are Monday-Friday 5am -5pm Pacific

Agency Reference Number: NBASZC

CHECK IN FOR FLIGHT 24 HOURS PRIOR TO DEPARTURE

Please review your itinerary and report any discrepancies to Traveltrust within 24hrs of receipt

Travel requirements are being updated constantly, please be sure to check with your airline or CDC.gov for the latest in travel requirements and restrictions.

### Delta Air Lines - Flight Number 0990

Confirmation: JJ7ZZQ

Departure: Wed, 05/22/2024 7:21 AM	Arrival: Wed, 05/22/2024 2:30 PM	Equipment: 753
Departure City: San Diego, CA (SAN)	Arrival City: Atlanta, GA (ATL) (ATL)	Meal: Food for Purchase
Departing Terminal: TERMINAL 2	Arrival Terminal: SOUTH TERMINAL	Travel Time: 4 hour(s) 9 minute(s)
Status: Confirmed	Class of Service: M - ECONOMY	<a href="#">Add flight to Calendar</a>
		<a href="#">Baggage Info</a>
		<a href="#">Weather</a>

Seat Assignments: BECKER/KIMBERLY JANE - 41D  
EXIT ROW AISLE SEAT CONFIRMED  
FREQUENT FLYER NUMBER [REDACTED]

### Delta Air Lines - Flight Number 0843

Confirmation: JJ7ZZQ

Departure: Thu, 05/23/2024 2:51 PM	Arrival: Thu, 05/23/2024 4:28 PM	Equipment: 321
Departure City: Atlanta, GA (ATL) (ATL)	Arrival City: San Diego, CA (SAN)	Meal: Food for Purchase
Departing Terminal: SOUTH TERMINAL	Arrival Terminal: TERMINAL 2	Travel Time: 4 hour(s) 37 minute(s)
Status: Confirmed	Class of Service: Q - ECONOMY	<a href="#">Add flight to Calendar</a>
		<a href="#">Baggage Info</a>
		<a href="#">Weather</a>

Seat Assignments: BECKER/KIMBERLY JANE - 28D  
AISLE SEAT CONFIRMED  
FREQUENT FLYER NUMBER [REDACTED]

### Invoice Detail

Name: BECKER/KIMBERLY JANE		
Delta Air	Issue Date: 04/11/2024	
Lines Ticket: 0067062911895		Amount: \$926.19
Invoice Number: 7056506		
Service Fee: 8900871794377	Issue Date: 04/11/2024	Amount: \$30.00
		Total Fare: USD \$956.19

Your total has been charged to American Express ending In 1013

### General Remarks

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 TO CHANGE IF NECESSARY. PER MANDATORY IATA RESOLUTION 830D YOUR CONTACT DETAILS HAVE BEEN GIVEN TO THE AIRLINES FOR FLIGHT MODIFICATIONS ONLY

Thank you for choosing Traveltrust! TSA Guidance: a government issued photo id is needed for check-in. Please allow minimum 3-hour check-in for international flights and 2 hours for Domestic. For Additional security information visit [www.tsa.gov](http://www.tsa.gov). For emergency after-hours service from anywhere, please call 1-682-990-7183. Calls are billable at \$45 domestic and \$55 international, plus applicable ticketing and international fees.

9:15

5G+ 98%



Citi®/AAdvantage® Pl...1184

Delta Air Lines

\$ 35.00

Purchased On

May 21, 2024 03:38 PM ET

Posted On

May 22, 2024

Purchase Method

Online

Cardmember Name

Kimberly J Becker


Air Travel

Air Travel

*- Baggage fee for PHL to ATL flight.*

Merchant Details



 Website

Appears on your statement as

DELTA 00642155365224 PHILADELPHIA PA

Dispute Charge

9:37

5G 79



Citi®/AAdvantage® Pl...1184

Delta Air Lines

\$ 35.00

Purchased On

May 22, 2024 02:54 PM ET

Posted On

May 22, 2024

Purchase Method

Online

Cardmember Name

Kimberly J Becker

Air Travel

Air Travel

- *Baggage fee for Air to SMO flight*

Merchant Details



 Website

Appears on your statement as

DELTA 00642152615705 800-221-1212 GA

Dispute Charge



RENAISSANCE®  
HOTELS

ATLANTA CONOURSE RENAISSANCE

GUEST FOLIO

507 ROOM	BECKER/KIMBERLY/MRS NAME	254.00 RATE	05/23/24 DEPART	10:30 TIME	44890 ACCT#
GKC TYPE	[REDACTED] SAN DIEGO CA		05/22/24 ARRIVE	18:19 TIME	
105 ROOM CLERK	ADDRESS	MCXXXXXXXXXXXX1184 PAYMENT			MBV#: XXXXX9603

DATE	REFERENCES	CHARGES	CREDITS	BALANCES DUE
05/22	[REDACTED]	[REDACTED]		
05/22	ROOM	507, 1	254.00	
05/22	STATETAX	507, 1	22.61	
05/22	OCCUTAX	507, 1	20.32	
05/22	GA FEE	507, 1	5.00	
05/23	CCARD-MC			
	PAYMENT RECEIVED BY: MASTERCARD	XXXXXXXXXXXX1184	29.95	
05/23	CCARD-MC			
	PAYMENT RECEIVED BY: MASTERCARD	XXXXXXXXXXXX1184	301.93	
				.00
EXP. REPORT SUMMARY				
05/22	[REDACTED]	[REDACTED]		
	ROOM		254.00	
	STATETAX		22.61	
	OCCUTAX		20.32	
	GA FEE		5.00	

See our "Privacy & Cookie Statement" on [Marriott.com](https://www.marriott.com)

Your Marriott Bonvoy points/miles earned on your eligible earnings will be credited to your account. Check your Marriott Bonvoy Account Statement for updated activity. See [members.marriott.com](https://members.marriott.com) for new Marriott Bonvoy benefits.



ATLANTA CONOURSE RENAISSANCE  
1 HARTSFIELD CEN PKY  
ATLANTA, GA 30354

Was that the best night's sleep you have ever had? Have a repeat performance at your place by visiting [CollectRenaissance.com](https://CollectRenaissance.com).

This statement is your only receipt. You have agreed to pay in cash or by approved personal check or to authorize us to charge your credit card for all amounts charged to you. The amounts shown in the credit column opposite any credit card entry in the reference column above will be charged to the credit card number set forth above. (The credit card company will bill in the usual manner.) If for any reason the credit card company does not make payment on this account, you will owe us such amount. If you are direct billed, in the event payment is not made within 25 days after check-out, you will owe us interest from the check-out date on any unpaid amount at the rate of 1.5% per month (ANNUAL RATE 18%), or the maximum allowed by law, plus the reasonable cost of collection, including attorney fees.

Signature X



# FY 2024 Per Diem Rates for Atlanta, Georgia

## Meals & Incidentals (M&IE) rates and breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Atlanta	Fulton / Dekalb	\$74	\$17	\$18	\$34	\$5	\$55.50

**SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY  
OUT-OF-TOWN TRAVEL REQUEST**

**GENERAL INSTRUCTIONS:**

- A. All out-of-town travel requests must conform to applicable provisions of Policy 3.30.
- B. Once traveler completes form, submit to the traveler's Administrator for approval (for Board Members, President/CEO, General Counsel and Chief Auditor, Administrator is Board Executive Committee).

**TRAVELER INFORMATION:**

Traveler Name: Kimberly J. Becker Department: Executive, BU6  
Position:  Board Member  President/CEO  General Counsel  Chief Auditor  
 All Other Authority Employees

DATE OF REQUEST: 03/28/2024 DATE OF DEPARTURE/RETURN: 05/22/2024 / 05/23/2024

**DESTINATION / BUSINESS PURPOSE:**

Destination: Atlanta, GA

Business Purpose: Delta Headquarters Visit

**PROJECTED OUT-OF-TOWN TRAVEL EXPENSES:**

A. Transportation Costs:	
• Airfare <input type="checkbox"/> check box for business class or equivalent (international only)	\$ 400
• Rental Car	\$
• Other Transportation (Taxi, TNC, Train, Bus)	\$ 100
• Auto (Gas, Parking/Tolls, Mileage)	\$
B. Lodging	\$ 700
C. Meals and Incidental Expenses (Per Diem)	\$ 150
D. Seminar and Conference Fees	\$
E. Entertainment	\$
<b>TOTAL PROJECTED TRAVEL EXPENSES</b>	<b>\$ 1,350</b>

**CERTIFICATION BY TRAVELER**

By my signature below, I certify the following:

- 1. The above-listed projected out-of-town travel expenses conform to Policy 3.30, are reasonable and directly related to Authority business; and
- 2. I have attended training regarding my responsibilities pursuant to Policy 3.30 within the past two years.

Travelers Signature: Kimberly J. Becker Date: 4/10/24

**CERTIFICATION BY ADMINISTRATOR** (If Administrator is Executive Committee, Clerk certifies below.)

By my signature below, I certify the following:

- 1. I have reviewed this out-of-town travel request and made inquiries to determine that the out-of-town travel and identified expenses are directly related to and necessary for the advancement of the Authority's business and reasonable in comparison to the anticipated benefits to the Authority; and
- 2. I have attended training regarding my responsibilities pursuant to Policy 3.30 within the past two years.

Administrator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE**

Arely Valenzuela, Assistant Authority Clerk I, certify that this document was approved by the  
(Name of Clerk)

Executive Committee at its 04/22/24 meeting.  
(Meeting Date)

## Casey Diane

---

**From:** Gil Cabrera <gil@cabrerafirm.com>  
**Sent:** Thursday, April 11, 2024 9:56 AM  
**To:** Casey Diane  
**Subject:** Re: APPROVAL REQUEST - Travel for Kim

Approved.

Gil Cabrera, Esq.  
The Cabrera Firm, APC  
600 West Broadway, Suite 700  
San Diego, CA 92101  
v. 619.500.4880  
f. 619.785.3380  
e. [gil@cabrerafirm.com](mailto:gil@cabrerafirm.com)  
[www.cabrerafirm.com](http://www.cabrerafirm.com)

Sent from my iPad

CONFIDENTIAL

This e-mail was sent by a law firm and may contain information that is privileged or confidential. If you are not the intended recipient, please delete the e-mail and any attachments without reading, printing, copying or forwarding it, and please notify us.

---

**From:** Casey Diane <dcasey@san.org>  
**Date:** Thursday, April 11, 2024 at 8:39 AM  
**To:** Gil Cabrera <gil@cabrerafirm.com>  
**Subject:** APPROVAL REQUEST - Travel for Kim

Hi Gil,

Would you please review and approve the attached Travel Approval Request for Kim? This is for a trip for Kim to visit Delta Airlines Headquarters with the Air Services Team on May 22 and 23. I have submitted this TAF to Board Services for approval by the Executive Committee, but that meeting does not occur until April 22<sup>nd</sup>. With the trip only a month away, I'd like to be able to get Kim's flight tickets now to keep the price low and make sure there is availability.

Thanks and take care, Di

Diane Casey  
Executive Assistant  
Office 619.400.2445 | Cell 609.440.7479

## Casey Diane

---

**Subject:** Lunch Meeting with Delta  
**Location:** Porsche Experience Center Atlanta (1 Porsche Dr, Atlanta, GA 30354)

**Start:** Thu 5/23/2024 8:30 AM  
**End:** Thu 5/23/2024 10:30 AM

**Recurrence:** (none)

**Meeting Status:** Accepted

**Organizer:** Britman Michael  
**Required Attendees:** Brown Hampton; Becker Kim  
**Optional Attendees:** Casey Diane

**Categories:** Offsite Business Meeting

---

## Microsoft Teams [Need help?](#)

### Join the meeting now

Meeting ID: 250 638 225 351

Passcode: 6ZCZrv

---

For organizers: [Meeting options](#) [Reset dial-in PIN](#)

---

**SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY**

**TRAVEL EXPENSE REIMBURSEMENT REPORT - Board Members, President/CEO, General Counsel, Chief Auditor**

(To be completed within 30 days from travel return date for domestic travel; 45 days for international travel)

Refer to Authority Policy 3.30 - Business and Travel Expense Reimbursement Policy, outlining appropriate reimbursable expenses. 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.

[Policy 3.30 - Business and Travel Expense Reimbursement](#)

[Business and Travel Reimbursement Guidelines](#)

**Employee/Trip Information**

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

Name: Kimberly J. Becker Dept: 6 - Executive Division  
 Departure Date: 5/29/2024 Return Date: 6/2/2024 Report Due: 7/2/24  
 Destination: San Jose, CA  
 Business Purpose: San Diego EDC Leadership Trip

Expense items not included in Per Diem	Authority Prepaid Expenses	Employee Paid Expenses							TOTAL
		5/29/24 Wednesday	5/30/24 Thursday	5/31/24 Friday	6/1/24 Saturday	6/2/24 Sunday	6/3/24 Monday	6/4/24 Tuesday	
Air Fare, Railroad, Bus	295.96								-
Conference Fees	2,584.95								-
Rental Car									-
Gas									-
Parking & Tolls									-
Mileage - Attach mileage form									-
Taxi / TNC / Shuttle Fare									-
Lodging									-
Telephone, Internet and Fax									-
Laundry									-
Miscellaneous:									-
Please Note - EDC Trip registration fee included hotel, transportation, and meals.									-
	<b>\$ 2,880.91</b>								<b>\$ -</b>

**Expense items included in Per Diem:**

Meals & Incidental Expenses (M&IE) Meals will be reimbursed at established Per Diem rates. Receipts shall not be required except for authorized meals above per diem rate (approved by CEO or Vice President below). If a meal is provided by a conference or meeting, do not include the meal for reimbursement below. On first travel day, only include lunch and dinner if flight departs after 9:00 a.m. On last travel day, only include breakfast and lunch if flight returns before 6:00 p.m.

[GSA Per Diem for Domestic](#)

[US Dept of State Per Diem for International](#)

	Enter Daily Per Diem Rate
Breakfast	\$17.00
Lunch	\$18.00
Dinner	\$34.00
Incidentals	\$5.00
<b>Total M&amp;IE</b>	<b>\$74.00</b>

	5/29/24 Wednesday	5/30/24 Thursday	5/31/24 Friday	6/1/24 Saturday	6/2/24 Sunday	6/3/24 Monday	6/4/24 Tuesday	
								-
			18.00					18.00
								-
	5.00	5.00	5.00					15.00
Approved Meal Exception Above Per Diem Rate <sup>1</sup>								
<b>Total Meal and Incidental Expenses</b>	<b>\$ 5.00</b>	<b>\$ 5.00</b>	<b>\$ 23.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>33.00</b>

	<b>Trip Grand Total</b>	<b>2,913.91</b>
	LESS CASH ADVANCE (Attach copy of Authority check)	
	Less Expenses Prepaid by Authority	2,880.91
	<b>Due Traveler</b> - if positive amount, prepare check request	
	<b>Due Authority</b> - if negative, attach check payable to SDCRAA	<b>\$ 33.00</b>

Note: Send this report to Accounting even if the amount is \$0.

By signing below, TRAVELER: (a) acknowledges understanding and agreeing to be bound by Authority Policy 3.30 - Business and Travel Expense Reimbursement Policy; (b) certifies that this report is true and correct and all claimed expenses were incurred in connection with official Authority business; and (c) understands that any purchases/claims that are not allowed will be traveler's responsibility. By signing below, ADMINISTRATOR certifies, based on reasonable inquiry, that expenses approved in this report were reasonable, necessary, directly related to the Authority's business, and that they are reimbursable under Authority Policy 3.30.

Prepared By: Diane Casey Ext.: 2445  
 Traveler's Signature: Kimberly J. Becker Date: 6/3/24

**AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE (To be completed by Clerk)**

I, \_\_\_\_\_ hereby certify that this document was approved by the Executive Committee at its meeting on \_\_\_\_\_  
 Clerk Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## San Jose Leadership Trip EDC Investor rate - 2584.95 USD



San Jose, San Jose, San Jose CA

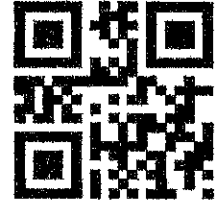
Eventbrite Completed

### Order Information

Order #9225483289. Ordered by Diane Casey on  
2024-03-22T15:20:38.739000

### Name

Kimberly Becker



922548328915240064859001

### Event Information:

On behalf of San Diego Regional EDC, thank you for registering for the San Diego to San Jose Leadership Trip.

For any additional questions please contact Lauree Sahba,  
ls@sandiegobusiness.org.

[View ticket information](#)

SAN DIEGO REGIONAL



San Diego Regional Economic Development Corporation  
1100 Market Street, Suite 438  
San Diego CA 92101  
Phone: 619-234-8484

INVOICE

Invoice #	2024IGLT
Date	3/22/2024
Federal Tax ID	95-2406199

<b>Bill To</b> Kim Becker President & CEO San Diego County Regional Airport Authority P.O. Box 82776 San Diego, CA 92138
---

Due Date	Billing Terms	Attention	Project No./PO No.
4/30/2024	Net 30 Days	Kim Becker	

Item	Description	Amount
Leadership Trip	Registration fee for Inclusive Growth Leadership Trip, San Jose May 29-31, 2024	\$2,500
<b>Total</b>		<b>\$2,500</b>

Please update your records for EDC

Remit to:  
**San Diego Regional EDC**  
**Attention: Lauree Sahba**  
1100 Market Street, Suite 438, San Diego, CA 92101

Bank information for electronic payments:  
U.S. Bank  
Routing number: [REDACTED] | Account number: [REDACTED]

Click here for [San Diego Regional EDC's W9](#)

Thank you for your support.



Traveltrust Corporation  
 374 North Coast Hwy 101  
 Encinitas, CA 92024  
 Phone: (760) 635-1700



Friday, 22MAR 2024 2:35 PM EDT

Passengers: **KIMBERLY JANE BECKER (06)**

Agency Reference Number: GCHKBF

Click here to view your current itinerary or ETicket receipt on-line: [tripcase.com](http://tripcase.com)

Southwest Airlines Confirmation 4BASM6

Please review your itinerary and report any discrepancies to Traveltrust within 24hrs of receipt

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 TO CHANGE IF NECESSARY. PER MANDATORY IATA RESOLUTION 830D YOUR CONTACT DETAILS HAVE BEEN GIVEN TO THE AIRLINES FOR FLIGHT MODIFICATIONS ONLY

**AIR Wednesday, 29MAY 2024**

Southwest Airlines

From: San Diego CA, USA

To: San Jose CA, USA

Stops: Nonstop

Flight Number: 2371

Depart: 10:00 AM

Arrive: 11:25 AM

Duration: 1 hour(s) 25 minute(s)

Status: CONFIRMED

Class: -J-ECONOMY

Miles: 417 / 667 KM

Equipment: Boeing 737-700 Jet

DEPARTS SAN TERMINAL 1 - ARRIVES SJC TERMINAL B

Frequent Flyer Number: [REDACTED]

OPEN SEATING ON SOUTHWEST  
 EARLYBIRD CHECKIN CONFIRMED

Southwest Airlines Confirmation number is 4BASM6

**AIR Sunday, 2JUN 2024**

Southwest Airlines

From: San Jose CA, USA

To: San Diego CA, USA

Stops: Nonstop

Flight Number: 0171

Depart: 11:45 AM

Arrive: 1:05 PM

Duration: 1 hour(s) 20 minute(s)

Status: CONFIRMED

Class: -F-ECONOMY

Miles: 417 / 667 KM

Equipment: Boeing 737 Jet

DEPARTS SJC TERMINAL B - ARRIVES SAN TERMINAL 1

Frequent Flyer Number: [REDACTED]

OPEN SEATING ON SOUTHWEST  
 EARLYBIRD CHECKIN CONFIRMED

Southwest Airlines Confirmation number is 4BASM6



**Ticket/Invoice Information**

Ticket for: **KIMBERLY JANE BECKER**  
Date issued: 3/22/2024 Invoice Nbr: 7054508  
Ticket Nbr: WN8095272485 Electronic Tkt: Yes Amount: 215.96 USD  
Base: 172.80 US Tax: 12.96 USD XT Tax: 30.20 USD  
Charged to: AX\*\*\*\*\*1013

Ticket for: **KIMBERLY JANE BECKER**  
Ticket Nbr: WN8306331579 Electronic Tkt: No  
Date issued: 3/22/2024 Amount: 25.00 USD  
Base: 25.00 Tax: 0.00  
Charged to: AX\*\*\*\*\*1013

Ticket for: **KIMBERLY JANE BECKER**  
Ticket Nbr: WN8306331580 Electronic Tkt: No  
Date issued: 3/22/2024 Amount: 25.00 USD  
Base: 25.00 Tax: 0.00  
Charged to: AX\*\*\*\*\*1013

Service fee: **KIMBERLY JANE BECKER**  
Date issued: 3/22/2024 Invoice Nbr: 7054508  
Document Nbr: XD0870755367 Amount: 30.00  
Charged to: AX\*\*\*\*\*1013

Total Tickets: 265.96  
Total Fees: 30.00  
Total Amount: 295.96

**Click here 24 hours in advance to obtain boarding passes:**  
[SOUTHWEST](#)

**Click here to review Baggage policies and guidelines:**  
[SOUTHWEST](#)

TSA Guidance- a government issued photo id is needed for checkin.  
Please allow minimum 3 hour check-in for International flights and 2 hours for Domestic.  
For Additional security information visit [www.tsa.gov](http://www.tsa.gov).  
All coupons related to this ticket must be used in the sequence purchased or you may be subject to a change in airfare per the carrier's discretion.

Thank you for choosing Traveltrust!  
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For emergency after-hours service from anywhere, please call 682-990-7183 and use code HSXJE72.  
Calls are billable at \$45 domestic and \$55 international, plus applicable ticketing and international fees.

# FY 2024 Per Diem Rates for San Jose, California

## Meals & Incidentals (M&IE) rates and breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Sunnyvale / Palo Alto / San Jose	Santa Clara	\$74	\$17	\$18	\$34	\$5	\$55.50

**SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY  
OUT-OF-TOWN TRAVEL REQUEST**

**GENERAL INSTRUCTIONS:**

- A. All out-of-town travel requests must conform to applicable provisions of Policy 3.30.
- B. Once traveler completes form, submit to the traveler's Administrator for approval (for Board Members, President/CEO, General Counsel and Chief Auditor, Administrator is Board Executive Committee).

**TRAVELER INFORMATION:**

Traveler Name: Kimberly J. Becker Department: Executive, BU6  
 Position:  Board Member  President/CEO  General Counsel  Chief Auditor  
 All Other Authority Employees

DATE OF REQUEST: 02/06/2024 DATE OF DEPARTURE/RETURN: 05/29/2024 / 05/31/2024

**DESTINATION / BUSINESS PURPOSE:**

Destination: San Jose, CA

Business Purpose: EDC Leadership Trip

**PROJECTED OUT-OF-TOWN TRAVEL EXPENSES:**

A. Transportation Costs:		
• Airfare <input type="checkbox"/> <i>check box for business class or equivalent (international only)</i>	\$	300
• Rental Car	\$	
• Other Transportation (Taxi, TNC, Train, Bus)	\$	100
• Auto (Gas, Parking/Tolls, Mileage)	\$	
B. Lodging	\$	700
C. Meals and Incidental Expenses ( <u>Per Diem</u> )	\$	225
D. Seminar and Conference Fees	\$	450
E. Entertainment	\$	
<b>TOTAL PROJECTED TRAVEL EXPENSES</b>	<b>\$</b>	<b>1,775</b>

**CERTIFICATION BY TRAVELER**

By my signature below, I certify the following:

1. The above-listed projected out-of-town travel expenses conform to Policy 3.30, are reasonable and directly related to Authority business; and
2. I have attended training regarding my responsibilities pursuant to Policy 3.30 within the past two years.

Travelers Signature:  Date: 2/7/24

**CERTIFICATION BY ADMINISTRATOR** (If Administrator is Executive Committee, Clerk certifies below.)

By my signature below, I certify the following:

1. I have reviewed this out-of-town travel request and made inquiries to determine that the out-of-town travel and identified expenses are directly related to and necessary for the advancement of the Authority's business and reasonable in comparison to the anticipated benefits to the Authority; and
2. I have attended training regarding my responsibilities pursuant to Policy 3.30 within the past two years.

Administrator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE**

Arely Valenzuela, Assistant Authority Clerk I, certify that this document was approved by the  
 (Name of Clerk)

Executive Committee at its February 26, 2024 meeting.  
 (Meeting Date)

**San Diego Regional EDC 2024 Leadership Trip Agenda – San Jose  
as of 4/25/24**

**WEDNESDAY, MAY 29**

- 10:00 -11:25 am SWA Flight #2371 from SAN to SJC
- 11:45 am Assemble at baggage claim in Terminal B
- 12 noon EDC will lead group to Ground Transportation Lot
- 12:30 – 2:20 pm **Lunch and briefing at School of Arts and Culture at Mexican Heritage Plaza  
1700 Alum Rock Ave, San Jose, CA 95116**
- |   |        |
|---|--------|
| Jessica Paz-Cedillos, Co- Executive Director, Mexican Heritage Plaza            | 5 min  |
| Welcoming remarks by Jennie Brooks, EDC Chair                                   | 5min   |
| Delegate Self-Introductions   | 30 min |
| <br>  |        |
| <b>Inclusive Growth Initiative Briefing</b>                                     |        |
| Mark Cafferty, CEO, EDC - IGI Journey   | 20min  |
| Lisette Islas, EDC's Vice Chair of Inclusion - An Economic Imperative           | 5min   |
| Dr. Nikia Clarke, SVP, EDC - Progress to 2030 Goals – Talent, Jobs & Households | 30min  |
- 10-minute Break
- 2:30 – 3:15 pm **State of Economic Inclusion in the Valley** Lauree trying SV community fnd.
- 3:15 pm Transfer via coach to hotel
- 3:30 pm **Signia by the Hilton – Group Check In**  
170 S Market St, San Jose, CA 95113
- 4:30 pm Informal happy hour at All hotel lobby bar
- 5:30 pm Coach departs for transfer to dinner
- 6:00 – 8:00 pm **Left Bank Brasserie**  
377 Santana Row, San Jose 95128
- 8:30 pm Coach departs Santana Row for drop off at hotel

**THURSDAY, MAY 30**

- 8:30 am Assemble in lobby for transfer to KPMG- 3975 Freedom Circle, Santa Clara or Google
- 8:45 – 9:00 am Breakfast and Welcome by KPMG Partner?
- 9:00 – 10:00 am **Google's Downtown West – an employer-led housing initiative**  
Moderator: Teddy Martinez,  
Panelists:  
Rosalyn Hughey, Planning Director, City of San Jose  
Javier Gonzalez, Head of Local Gov Affairs, Policy, and External Affairs, Google (verbal c)

Nancy Klein, Deputy Director of Economic Development, City of San Jose

10-minute	Break	
10:10 – 11:00 am	<b>Airports as Economic Developers</b> Introduction by Kayla Valencia, title Southwest Airlines Mookie Patel, Director of Aviation, SJC Kim Becker, President & CEO, SAN Speaker 1 speaker 2	Eduardo
11:30 am	Coach transfer to SJSU 1 Washington Sq, San Jose, CA 95192 Building TBD	
11:45 am	Lunch at San Jose State University	
12:15 – 1:15 pm	<b>Supporting Small Businesses, Scaling Startups</b> Moderator: Eduardo Panelists: Abby Queale, Director of Innovation, San Jose State University Edgar Ceron, Director SBDC, San Jose State University Startup founder (to be confirmed)	
15-minute	Break	
1:30 – 2:30 pm	<b>Making Community Commitments</b> Moderator: Bree Panelists (team soliciting) Adobe NetApp NVIDIA (Booz Allen intro via Eduardo) Zoom	Jennifer & Lauree companies sharing best practices
2:30 - 3:30 pm	possible housing panel	Mark is exploring
tbd	Walk back to hotel from campus	
4:15 – 5:00 pm	Reception for Special Guest Mayor Matt Mahan, City of San Jose 170 S Market St, San Jose, CA 95113 Fountain Restaurant at Hotel Signia	
5:00 – 6:00 pm	Informal happy hour at AJI hotel lobby bar	
6:00 pm	Walk to dinner venue	
6:15– 8:00 pm	Dinner at Silicon Valley Capital Club (liz confirm start time on contract) 50 W San Fernando St, 17 <sup>th</sup> floor, San Jose, CA 95113	
8:00 pm	EDC Team escorts guests back to hotel	

FRIDAY, MAY 31

8:30 am

Breakfast at Signia Hotel - California Room

9:00 -10:00 am

**SVLG Overview and Centers of Expertise**

20 minutes

Ahmad Thomas, CEO, Silicon Valley Leadership Group

**Inclusion and Belonging Discussion**

40 minutes

Moderator: Lisa Gauthier, Senior Vice President, Silicon Valley Leadership Group

Panel TBD: Affinity Groups

Bree is trying; this part may not pan out

10-minutes

Break

10:10 -11:15 am

**Debrief Session & Trip Takeaways**

Facilitators: Mark and Lisette

11:30 am

Coach departure from hotel to airport

11:45 am

Arrival at SJC - 1701 Airport Blvd, San Jose, CA 95110

1:00 - 2:25 pm

SWA Flight #4152 from SJC to SAN

###

EDC Logistics Contacts:

Lauree Sahba 619/322-6453 and Liz Muthoni 949/569-1559

**SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY**  
**TRAVEL EXPENSE REIMBURSEMENT REPORT - Board Members, President/CEO, General Counsel, Chief Auditor**  
 (To be completed within 30 days from travel return date for domestic travel; 45 days for international travel)

Refer to Authority Policy 3.30 - Business and Travel Expense Reimbursement Policy, outlining appropriate reimbursable expenses. 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.

[Policy 3.30 - Business and Travel Expense Reimbursement](#)

[Business and Travel Reimbursement Guidelines](#)

**Employee/Trip Information** Date: \_\_\_\_\_

Name: Kimberly J. Becker Dept: 6 - Executive Division

Departure Date: 6/9/2024 Return Date: 6/14/2024 Report Due: 7/14/24

Destination: Amsterdam and Paris

Business Purpose: Air Service Headquarters Visits for KLM and Air France Airlines

Expense items not included in Per Diem	Authority Prepaid Expenses	Employee Paid Expenses							TOTAL
		6/9/24 Sunday	6/10/24 Monday	6/11/24 Tuesday	6/12/24 Wednesday	6/13/24 Thursday	6/14/24 Friday	6/15/24 Saturday	
Air Fare, Railroad, Bus	9,741.80								-
Conference Fees									-
Rental Car									-
Gas									-
Parking & Tolls									-
Mileage - Attach mileage form									-
Taxi / TNC / Shuttle Fare			71.26						71.26
Lodging			449.25	473.21	327.94	327.94			1,578.34
Telephone, Internet and Fax									-
Laundry									-
Miscellaneous:									-
									-
	\$ 9,741.80								\$ 1,649.60

**Expense items included in Per Diem:**

Meals & Incidental Expenses (M&IE) Meals will be reimbursed at established Per Diem rates. Receipts shall not be required except for authorized meals above per diem rate (approved by CEO or Vice President below). If a meal is provided by a conference or meeting, do not include the meal for reimbursement below. On first travel day, only include lunch and dinner if flight departs after 9:00 a.m. On last travel day, only include breakfast and lunch if flight returns before 6:00 p.m.

	GSA Per Diem for Domestic		US Dept of State Per Diem for International							
	Per Diem Rate Amsterdam	Per Diem Rate Paris	6/9/24 Sunday	6/10/24 Monday	6/11/24 Tuesday	6/12/24 Wednesday	6/13/24 Thursday	6/14/24 Friday	6/15/24 Saturday	
Breakfast	\$21.00	\$24.00		21.00	21.00	21.00	24.00	24.00		111.00
Lunch	\$35.00	\$40.00		35.00	35.00	35.00	40.00	40.00		185.00
Dinner	\$56.00	\$65.00	56.00	56.00	56.00	65.00	65.00			298.00
Incidentals	\$28.00	\$32.00	28.00	28.00	28.00	32.00	32.00			148.00
<b>Total M&amp;IE</b>	<b>\$140.00</b>	<b>\$161.00</b>								
Approved Meal Exception Above Per Diem Rate <sup>1</sup>										
<b>Total Meal and Incidental Expenses</b>			\$ 84.00	\$ 140.00	\$ 140.00	\$ 153.00	\$ 161.00	\$ 64.00	\$ -	<b>742.00</b>

	<b>Trip Grand Total</b>	<b>12,133.40</b>
	LESS CASH ADVANCE (Attach copy of Authority check)	
	Less Expenses Prepaid by Authority	9,741.80
	<b>Due Traveler</b> - if positive amount, prepare check request	
	<b>Due Authority</b> - if negative, attach check payable to SDCRAA	<b>\$2,391.60</b>

**Note: Send this report to Accounting even if the amount is \$0.**

By signing below, TRAVELER: (a) acknowledges understanding and agreeing to be bound by Authority Policy 3.30 - Business and Travel Expense Reimbursement Policy; (b) certifies that this report is true and correct and all claimed expenses were incurred in connection with official Authority business; and (c) understands that any purchases/claims that are not allowed will be traveler's responsibility. By signing below, ADMINISTRATOR certifies, based on reasonable inquiry, that expenses approved in this report were reasonable, necessary, directly related to the Authority's business, and that they are reimbursable under Authority Policy 3.30.

Prepared By: Diane Casey Ext.: 2445

Traveler's Signature: Kimberly J. Becker Date: Jun 18, 2024

**AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE (To be completed by Clerk)**

I, \_\_\_\_\_ hereby certify that this document was approved by the Executive Committee at its meeting on \_\_\_\_\_

Clerk Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Zaanse Taxicentrale

Specifiek bedrag € 66,00

Transportation -  
Airport to Hotel

**Totaal: € 66,00**

\$ 71.26  
USD

**Btw-totaal: € 5,45**

Btw (9%): € 5,45

AANKOOP

**Kaartbetaling € 66,00**

MASTERCARD \*\*\*\*\* 1184

CONTACTLESS



AUTORISATIEMODUS: UITGEVENDE INSTELLING AID:

A0000000041010 TVR: 0000008001 AUTORISATIECODE: 32688Z

REF.NR: TCOC4A3ZKJ KAARTTYPE: MASTERCARD

- Zaanse Taxicentrale • 57 Zuidervaart, ZAANDAM 1504BD
- +31 6 39597819 • [nabikamell@hotmail.com](mailto:nabikamell@hotmail.com) • KvK: 66070333



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**EUR** Euro ▼

**USD** US Dollar ▼


**66**




**71.2622**

EUR GBP BTC

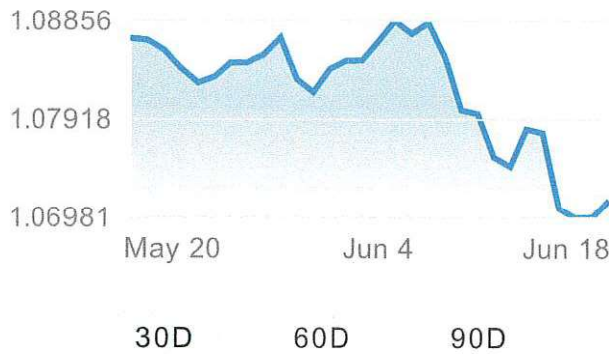
USD GBP ETH

Date < **10 June 2024** > 

Preview interbank rate

**+/- 0%** ▼ 

OANDA's currency calculator tools use OANDA Rates™, the touchstone FX rates compiled from leading market data contributors.



	Bid	Sell 1 EUR	Ask	Buy 1 EUR
Min		1.07637		1.07661
Avg		1.07973		1.07995
Max		1.08006		1.08028

EUR/USD for the 24-hour period ending Sunday, Jun 09, 2024 23:59 UTC

These values represent the daily average of the Bid and Ask rates OANDA receives from many data sources.



Traveltrust  
374 North Coast Highway 101  
Click to Edit  
Encinitas, CA 92024  
760-635-1700

For a single calendar entry click [here](#)  
Travel Itinerary

Passenger Names

BECKER/KIMBERLY JANE - 06

Traveltrust Business Hours are Monday-Friday 5am -5pm Pacific

Agency Reference Number: FSNXXU

CHECK IN FOR FLIGHT 24 HOURS PRIOR TO DEPARTURE

Please review your itinerary and report any discrepancies to Traveltrust within 24hrs of receipt

Travel requirements are being updated constantly, please be sure to check with your airline or CDC.gov for the latest in travel requirements and restrictions.

British Airways - Flight Number 0264

Confirmation: 35PMLA

Departure: Sun, 06/9/2024 5:15 PM

Arrival: Mon, 06/10/2024 11:55 AM

Equipment: 777

Departure City: San Diego, CA ([SAN](#))

Arrival City: London Heathrow, England ([LHR](#))

Meal: Meals

Departing Terminal: TERMINAL 2

Arrival Terminal: TERMINAL 5

Travel Time: 10 hour(s) 40 minute(s)

Status: Confirmed

Class of Service: R - BUSINESS

[Add flight to Calendar](#)

[Baggage Info](#)

[Weather](#)

Seat Assignments: BECKER/KIMBERLY JANE - 11A

SINGLE SEAT AISLE/WINDOW CONFIRMED

BA REQUIRES NEW RESERVATION TO BE BOOKED AT TIME OF CANCELLATION

FREQUENT FLYER NUMBER [REDACTED]

British Airways - Flight Number 0432

Confirmation: 35PMLA

Departure: Mon, 06/10/2024 2:35 PM

Arrival: Mon, 06/10/2024 4:55 PM

Equipment: 32N

Departure City: London Heathrow, England ([LHR](#))

Arrival City: Amsterdam, Netherlands ([AMS](#))

Meal: Meals

Departing Terminal: TERMINAL 5

Arrival Terminal:

Travel Time: 1 hour(s) 20 minute(s)

Status: Confirmed

Class of Service: J - BUSINESS

[Add flight to Calendar](#)

[Baggage Info](#)

[Weather](#)

Seat Assignments: BECKER/KIMBERLY JANE - 03C

AISLE SEAT CONFIRMED

BA REQUIRES NEW RESERVATION TO BE BOOKED AT TIME OF CANCELLATION

FREQUENT FLYER NUMBER [REDACTED]

British Airways - Flight Number 0307

Confirmation: 35PMLA

Departure: Fri, 06/14/2024 10:20 AM

Arrival: Fri, 06/14/2024 10:40 AM

Equipment: 320

Departure City: Paris/Charles De Gaulle, France ([CDG](#))

Arrival City: London Heathrow, England ([LHR](#))

Meal: Meals

Departing Terminal: AEROGARE 2 TERMINAL C

Arrival Terminal: TERMINAL 5

Travel Time: 1 hour(s) 20 minute(s)

Status: Confirmed

Class of Service: J - BUSINESS

[Add flight to Calendar](#)

[Baggage Info](#)

[Weather](#)

Seat Assignments: BECKER/KIMBERLY JANE - 05D

AISLE SEAT CONFIRMED

BA REQUIRES NEW RESERVATION TO BE BOOKED AT TIME OF CANCELLATION

FREQUENT FLYER NUMBER [REDACTED]

British Airways - Flight Number 0265

Confirmation: 35PMLA

Departure: Fri, 06/14/2024 12:15 PM

Arrival: Fri, 06/14/2024 3:25 PM

Equipment: 777

Departure City: London Heathrow, England ([LHR](#))

Arrival City: San Diego, CA ([SAN](#))

Meal: Meals

Departing Terminal: TERMINAL 5

Arrival Terminal: TERMINAL 2

Travel Time: 11 hour(s) 10 minute(s)

Status: Confirmed

Class of Service: I - BUSINESS

[Add flight to Calendar](#)

[Baggage Info](#)

[Weather](#)

Seat Assignments: BECKER/KIMBERLY JANE - 11K

SINGLE SEAT AISLE/WINDOW CONFIRMED

BA REQUIRES NEW RESERVATION TO BE BOOKED AT TIME OF CANCELLATION

FREQUENT FLYER NUMBER [REDACTED]

Invoice Detail

Name: BECKER/KIMBERLY JANE

British

Issue Date: 05/8/2024

Airways Ticket: 1257069668109

Invoice Number: 7059197

Amount: \$9,701.80

Service Fee: 8900873229270

Issue Date: 05/8/2024

Amount: \$40.00

Your total has been charged to American Express ending In 1013

Total Fare: USD \$9,741.80

General Remarks

# SIR

ALBERT

Mrs. KIMBERLY BECKER



Room 332  
Arrival Monday, 10 June 2024  
Departure Wednesday, 12 June 2024  
Page Page 1 of 1  
User Ana  
Reservation No. AMS02-00041193  
AR No.  
Tax ID:  
Ext. Res. No. 62692SE059334

Invoice No. IN-AMS02-00053722

Date 12/06/2024  
Guest KIMBERLY BECKER

Date	Description		Debit	Credit
10/06/2024	Accommodation	419.00 EUROS	375.00	0.00
10/06/2024	City Tax - City Tax	449.25 USD	43.00	0.00
11/06/2024	Accommodation	440.30 EUROS	395.00	0.00
11/06/2024	City Tax - City Tax	473.21 USD	45.30	0.00
12/06/2024	CC Interfaced - Master Card		0.00	858.30


Credit card: XXXXXXXXXXXXX1184

Total 858.30 858.30

Balance Due EUR 0.00 \$ 922.46 USD

	Total excl. VAT	VAT amount	Total incl. VAT
VAT 9% Deductible	706.43	63.57	770.00
City Tax 12.5% Exclusive	88.30	0.00	88.30

# Currency Converter

Over 31 years of currency data. Powered by  OANDA

**EUR** Euro ▼

**USD** US Dollar ▼


**418**



**449.246**

EUR GBP BTC

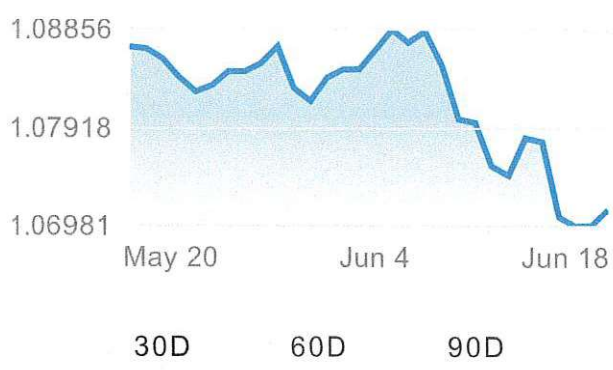
USD GBP ETH

Date < **12 June 2024** > 

Preview interbank rate

**+/- 0%** ▼ 

OANDA's currency calculator tools use OANDA Rates™, the touchstone FX rates compiled from leading market data contributors.




	Bid	Sell 1 EUR	Ask	Buy 1 EUR
Min		1.07192		1.07206
Avg		1.07475		1.07490
Max		1.07729		1.07743

EUR/USD for the 24-hour period ending Tuesday, Jun 11, 2024 23:59 UTC

These values represent the daily average of the Bid and Ask rates OANDA receives from many data sources.

# Currency Converter

Over 31 years of currency data. Powered by  OANDA

**EUR** Euro ▼

**USD** US Dollar ▼


440.3

473.212

EUR GBP BTC

USD GBP ETH

Date

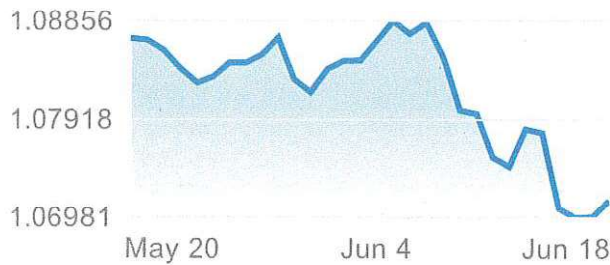
< 12 June 2024 > 

Preview interbank rate

+/- 0% ▼



OANDA's currency calculator tools use OANDA Rates™, the touchstone FX rates compiled from leading market data contributors.



30D 60D 90D

	Bid Sell 1 EUR	Ask Buy 1 EUR
Min	1.07192	1.07206
Avg	1.07475	1.07490
Max	1.07729	1.07743

EUR/USD for the 24-hour period ending Tuesday, Jun 11, 2024 23:59 UTC

These values represent the daily average of the Bid and Ask rates OANDA receives from many data sources.



**PARK LANE**  
HÔTEL PARIS

4, rue la Boétie - 75008 Paris  
Tél : 01 42 65 27 54 - E-mail : reception@hplparis.com  
Site Web : http://www.hotelparklane.com

Facture N° : 103652

MME BECKER KIMBERLY

Chambre : 107  
Arrivée : 12/06/2024  
Départ : 14/06/2024

P.O. Box 82776, San Diego, CA 92138  
92138  
ETATS-UNIS

Voucher : I4GRX7  
Référence : I4GRX7,I4GRX7, SG22OHM5

Paris, le 14/06/2024

USD

DATE	QTE	DESIGNATION	P.U HT	OFF/REM	P. TOTAL €
12/06/24	1	HÉBERGEMENT	270,00		305.13 } 297,00 8,13
	1	TAXE DE SÉJOUR	8,13		
13/06/24	1	HÉBERGEMENT	270,00		305.13 } 297,00 8,13
	1	TAXE DE SÉJOUR	8,13		

327.94  
327.94

TAUX	TVA	HT	TTC
0,00	0,00	16,26	16,26
10,00	54,00	540,00	594,00
<b>TOTAL</b>	<b>54,00</b>	<b>556,26</b>	<b>610,26</b>

Montant Total T.T.C. en Euros 610,26

\$ 655.88  
USD

Arrhes / Acompte


CB 12/06/2024 610,26

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**PRIX NET A PAYER EN EUROS**

0,00

# Currency Converter

Over 31 years of currency data. Powered by 

**EUR** Euro ▼

**USD** US Dollar ▼

**305.13**




**327.938**

EUR GBP BTC

USD GBP ETH

Date

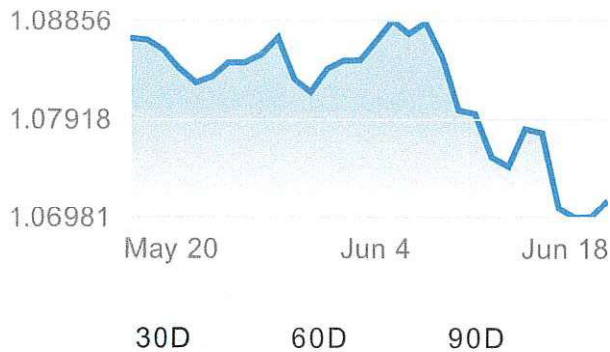
< **12 June 2024** > 

Preview interbank rate

+/- 0% ▼



OANDA's currency calculator tools use OANDA Rates™, the touchstone FX rates compiled from leading market data contributors.



	Bid Sell 1 EUR	Ask Buy 1 EUR
Min	1.07192	1.07206
Avg	1.07475	1.07490
Max	1.07729	1.07743

EUR/USD for the 24-hour period ending Tuesday, Jun 11, 2024 23:59 UTC

These values represent the daily average of the Bid and Ask rates OANDA receives from many data sources.

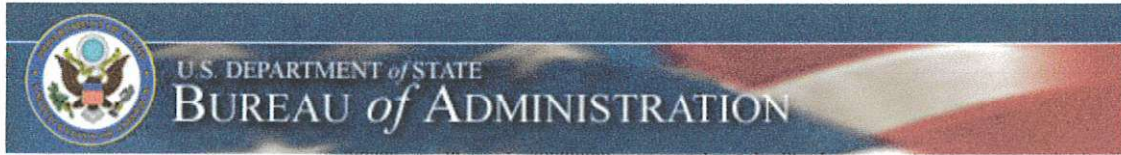




**Foreign Per Diem Rates In U.S. Dollars  
DSSR 925**

**NETHERLANDS: Amsterdam  
Publication Date: 06/01/2024**

<b>Country Name</b>	<b>Post Name</b>	<b>Season Begin</b>	<b>Season End</b>	<b>Maximum Lodging Rate</b>	<b>M &amp; IE Rate</b>	<b>Maximum Per Diem Rate</b>	<b>Footnote</b>	<b>Effective Date</b>
NETHERLANDS	Amsterdam	01/01	12/31	424	140	564	N/A	02/01/2024



**Foreign Per Diem Rates In U.S. Dollars  
DSSR 925**

**FRANCE: Paris  
Publication Date: 06/01/2024**

<b>Country Name</b>	<b>Post Name</b>	<b>Season Begin</b>	<b>Season End</b>	<b>Maximum Lodging Rate</b>	<b>M &amp; IE Rate</b>	<b>Maximum Per Diem Rate</b>	<b>Footnote</b>	<b>Effective Date</b>
FRANCE	Paris	01/01	12/31	476	161	637	<a href="#">View</a>	02/01/2024

International Per Diem Rates

[Home](#) > [Under Secretary for Management](#) > [Bureau of Administration](#) > [Office of Allowances](#)

**Per Diem Rates**

- [Excel Versions of Per Diem](#)
- [Foreign Per Diem Rates](#)

**Allowance Rates**

- [Allowances By Location](#)
- [Allowances By Type](#)
- [Biweekly Allowance Updates](#)
- [Custom Search](#)
- [Footnotes to Section 920](#)

**Standardized Regulations (DSSR)**

- [Archives \(DSSR\)](#)
- [Table of Contents \(DSSR\)](#)

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- [Advance of Pay](#)
- [Consumables](#)
- [Danger Pay](#)
- [eAllowances](#)
- [Education](#)
- [Evacuation](#)
- [Extraordinary Quarters Allowance \(EQA\)](#)
- [Foreign Transfer Allowance \(FTA\)](#)
- [Frequently Asked Questions](#)
- [Home Service Transfer Allowance \(HSTA\)](#)
- [Living Quarters Allowance \(LQA\)](#)
- [Official Residence Expense \(ORE\)](#)
- [Per Diem](#)
- [Post Allowance \(COLA\)](#)
- [Post Hardship Differential](#)
- [R&R](#)
- [Representation Allowances](#)
- [Separate Maintenance Allowance \(SMA\)](#)
- [Service Needs Differential](#)
- [Summary of Allowances](#)
- [Temporary Quarters Subsistence Allowance \(TQSA\)](#)

**Quarterly Report Indexes**

- [Reports](#)

**Office of Allowances**

- [Contact Us](#)
- [Organization Chart](#)

## Office of Allowances

### Appendix B

#### Chapter 301-Federal Travel Regulation

#### Allocation of M&IE Rates to Be Used in Making Deductions from the M&IE Allowance

M&IE rates for the localities in nonforeign areas (prescribed in Civilian Personnel Per Diem Bulletins published periodically in the Federal Register by the Secretary of Defense) and for localities in foreign areas (established by the Secretary of State in Section 925, a per diem supplement to the Standardized Regulations Government Civilians, Foreign Areas) shall be allocated as shown in this table (Section 301-11.18) when making deductions from nonforeign or foreign area per diem rates.

M & IE Rate	Breakfast	Lunch	Dinner	Incidentals
\$1	0	0	0	1
\$2	0	0	1	1
\$3	0	1	1	1
\$4	1	1	1	1
\$5	1	1	2	1
\$6	1	2	2	1
\$7	1	2	3	1
\$8	1	2	3	2
\$9	1	2	4	2
\$10	2	2	4	2
\$11	2	3	4	2
\$12	2	3	5	2
\$13	2	3	5	3
\$14	2	4	5	3
\$15	2	4	6	3
\$16	2	4	7	3
\$17	3	4	7	3
\$18	3	5	7	3
\$19	3	5	8	3
\$20	3	5	8	4
\$21	3	5	9	4
\$22	3	6	9	4
\$23	3	6	9	5
\$24	4	6	9	5
\$25	4	6	10	5
\$26	4	7	11	5

\$107	16	27	43	21
\$108	16	27	43	22
\$109	16	27	44	22
\$110	17	27	44	22
\$111	17	28	44	22
\$112	17	28	45	22
\$113	17	28	45	23
\$114	17	29	45	23
\$115	17	29	46	23
\$116	17	29	47	23
\$117	18	29	47	23
\$118	18	30	47	23
\$119	18	30	48	23
\$120	18	30	48	24
\$121	18	30	49	24
\$122	18	31	49	24
\$123	18	31	49	25
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\$129	19	32	52	26
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\$131	20	33	52	26
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\$142	21	36	57	28
\$143	21	36	57	29
\$144	22	36	57	29
\$145	22	36	58	29
\$146	22	37	58	29

Amsterdam



P215

\$147	22	37	59	29
\$148	22	37	59	30
\$149	22	37	60	30
\$150	23	37	60	30
\$151	23	38	60	30
\$152	23	38	61	30
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\$177	27	44	71	35
\$178	27	45	71	35
\$179	27	45	72	35
\$180	27	45	72	36
\$181	27	45	73	36
\$182	27	46	73	36
\$183	27	46	73	37
\$184	28	46	73	37
\$185	28	46	74	37
\$186	28	47	74	37

**SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY**  
**TRAVEL EXPENSE REIMBURSEMENT REPORT - Board Members, President/CEO, General Counsel, Chief Auditor**  
 (To be completed within 30 days from travel return date for domestic travel; 45 days for international travel)

Refer to Authority Policy 3.30 - Business and Travel Expense Reimbursement Policy, outlining appropriate reimbursable expenses. 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.

[Policy 3.30 - Business and Travel Expense Reimbursement](#)

[Business and Travel Reimbursement Guidelines](#)

**Employee/Trip Information** Date: \_\_\_\_\_

Name: Kimberly J. Becker Dept: 6 - Executive Division

Departure Date: 6/9/2024 Return Date: 6/14/2024 Report Due: 7/14/24

Destination: Amsterdam and Paris

Business Purpose: Air Service Headquarters Visits for KLM and Air France Airlines

Expense items not included in Per Diem	Authority Prepaid Expenses	Employee Paid Expenses							TOTAL
		6/9/24 Sunday	6/10/24 Monday	6/11/24 Tuesday	6/12/24 Wednesday	6/13/24 Thursday	6/14/24 Friday	6/15/24 Saturday	
Air Fare, Railroad, Bus	9,741.80								-
Conference Fees									-
Rental Car									-
Gas									-
Parking & Tolls									-
Mileage - Attach mileage form									-
Taxi / TNC / Shuttle Fare			71.26						71.26
Lodging			449.25	473.21	327.94	327.94			1,578.34
Telephone, Internet and Fax									-
Laundry									-
Miscellaneous:									-
									-
	\$ 9,741.80								\$ 1,649.60

**Expense items included in Per Diem:**

Meals & Incidental Expenses (M&IE) Meals will be reimbursed at established Per Diem rates. Receipts shall not be required except for authorized meals above per diem rate (approved by CEO or Vice President below). If a meal is provided by a conference or meeting, do not include the meal for reimbursement below. On first travel day, only include lunch and dinner if flight departs after 9:00 a.m. On last travel day, only include breakfast and lunch if flight returns before 6:00 p.m.


	GSA Per Diem for Domestic		US Dept of State Per Diem for International							
	Per Diem Rate Amsterdam	Per Diem Rate Paris	6/9/24 Sunday	6/10/24 Monday	6/11/24 Tuesday	6/12/24 Wednesday	6/13/24 Thursday	6/14/24 Friday	6/15/24 Saturday	
Breakfast	\$21.00	\$24.00		21.00	21.00	21.00	24.00	24.00		111.00
Lunch	\$35.00	\$40.00		35.00	35.00	35.00	40.00	40.00		185.00
Dinner	\$56.00	\$65.00	56.00	56.00	56.00	65.00	65.00			298.00
Incidentals	\$28.00	\$32.00	28.00	28.00	28.00	32.00	32.00			148.00
<b>Total M&amp;IE</b>	\$140.00	\$161.00								
Approved Meal Exception Above Per Diem Rate <sup>1</sup>										
<b>Total Meal and Incidental Expenses</b>			\$ 84.00	\$ 140.00	\$ 140.00	\$ 153.00	\$ 161.00	\$ 64.00	\$ -	<b>742.00</b>

	<b>Trip Grand Total</b>	<b>12,133.40</b>
	LESS CASH ADVANCE (Attach copy of Authority check)	
	Less Expenses Prepaid by Authority	9,741.80
	<b>Due Traveler</b> - if positive amount, prepare check request	
	<b>Due Authority</b> - if negative, attach check payable to SDCRAA	<b>\$2,391.60</b>

Note: Send this report to Accounting even if the amount is \$0.

By signing below, TRAVELER: (a) acknowledges understanding and agreeing to be bound by Authority Policy 3.30 - Business and Travel Expense Reimbursement Policy; (b) certifies that this report is true and correct and all claimed expenses were incurred in connection with official Authority business; and (c) understands that any purchases/claims that are not allowed will be traveler's responsibility. By signing below, ADMINISTRATOR certifies, based on reasonable inquiry, that expenses approved in this report were reasonable, necessary, directly related to the Authority's business, and that they are reimbursable under Authority Policy 3.30.

Prepared By: Diane Casey Ext.: 2445

Traveler's Signature:  Date: Jun 18, 2024

**AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE (To be completed by Clerk)**

I, \_\_\_\_\_ hereby certify that this document was approved by the Executive Committee at its meeting on \_\_\_\_\_

Clerk Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Zaanse Taxicentrale

Specifiek bedrag € 66,00

Transportation -  
Airport to Hotel

**Totaal: € 66,00**

\$ 71.26  
USD

**Btw-totaal: € 5,45**

Btw (9%): € 5,45

AANKOOP

**Kaartbetaling € 66,00**

MASTERCARD \*\*\*\*\* 1184

CONTACTLESS



AUTORISATIEMODUS: UITGEVENDE INSTELLING AID:

A0000000041010 TVR: 0000008001 AUTORISATIECODE: 32688Z

REF.NR: TCOC4A3ZKJ KAARTTYPE: MASTERCARD

- Zaanse Taxicentrale • 57 Zuidervaart, ZAANDAM 1504BD
- +31 6 39597819 • [nabikamell@hotmail.com](mailto:nabikamell@hotmail.com) • KvK: 66070333

# Hoe mijn gegevens worden verwerkt

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# Currency Converter

Over 31 years of currency data. Powered by  OANDA

**EUR** Euro ▼

**USD** US Dollar ▼


**66**




**71.2622**

EUR GBP BTC

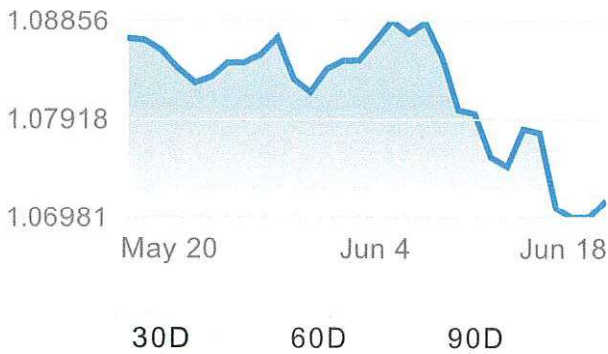
USD GBP ETH

Date < **10 June 2024** > 

Preview interbank rate

**+/- 0%** ▼ 

OANDA's currency calculator tools use OANDA Rates™, the touchstone FX rates compiled from leading market data contributors.



	Bid	Sell 1 EUR	Ask	Buy 1 EUR
Min		1.07637		1.07661
Avg		1.07973		1.07995
Max		1.08006		1.08028

EUR/USD for the 24-hour period ending Sunday, Jun 09, 2024 23:59 UTC

These values represent the daily average of the Bid and Ask rates OANDA receives from many data sources.



Traveltrust  
374 North Coast Highway 101  
Click to Edit  
Encinitas, CA 92024  
760-635-1700

Created 5/8/2024 7:54 PM PDT

For a single calendar entry click [here](#)  
Travel Itinerary

**Passenger Names**

BECKER/KIMBERLY JANE - 06

Traveltrust Business Hours are Monday-Friday 5am -5pm Pacific

Agency Reference Number: FSNXXU

CHECK IN FOR FLIGHT 24 HOURS PRIOR TO DEPARTURE

Please review your itinerary and report any discrepancies to Traveltrust within 24hrs of receipt

Travel requirements are being updated constantly, please be sure to check with your airline or CDC.gov for the latest in travel requirements and restrictions.

**British Airways - Flight Number 0264**

Confirmation: 35PMLA

Departure: Sun, 06/9/2024 5:15 PM  
Departure City: San Diego, CA ([SAN](#))  
Departing Terminal: TERMINAL 2  
Status: Confirmed

Arrival: Mon, 06/10/2024 11:55 AM  
Arrival City: London Heathrow, England ([LHR](#))  
Arrival Terminal: TERMINAL 5  
Class of Service: R - BUSINESS

Equipment: 777  
Meal: Meals  
Travel Time: 10 hour(s) 40 minute(s)  
[Add flight to Calendar](#)  
[Baggage Info](#)  
[Weather](#)

Seat Assignments: BECKER/KIMBERLY JANE - 11A  
SINGLE SEAT AISLE/WINDOW CONFIRMED  
BA REQUIRES NEW RESERVATION TO BE BOOKED AT TIME OF CANCELLATION  
FREQUENT FLYER NUMBER [REDACTED]

**British Airways - Flight Number 0432**

Confirmation: 35PMLA

Departure: Mon, 06/10/2024 2:35 PM  
Departure City: London Heathrow, England ([LHR](#))  
Departing Terminal: TERMINAL 5  
Status: Confirmed

Arrival: Mon, 06/10/2024 4:55 PM  
Arrival City: Amsterdam, Netherlands ([AMS](#))  
Arrival Terminal:  
Class of Service: J - BUSINESS

Equipment: 32N  
Meal: Meals  
Travel Time: 1 hour(s) 20 minute(s)  
[Add flight to Calendar](#)  
[Baggage Info](#)  
[Weather](#)

Seat Assignments: BECKER/KIMBERLY JANE - 03C  
AISLE SEAT CONFIRMED  
BA REQUIRES NEW RESERVATION TO BE BOOKED AT TIME OF CANCELLATION  
FREQUENT FLYER NUMBER [REDACTED]

**British Airways - Flight Number 0307**

Confirmation: 35PMLA

Departure: Fri, 06/14/2024 10:20 AM  
Departure City: Paris/Charles De Gaulle, France ([CDG](#))  
Departing Terminal: AEROGARE 2 TERMINAL C  
Status: Confirmed

Arrival: Fri, 06/14/2024 10:40 AM  
Arrival City: London Heathrow, England ([LHR](#))  
Arrival Terminal: TERMINAL 5  
Class of Service: J - BUSINESS

Equipment: 320  
Meal: Meals  
Travel Time: 1 hour(s) 20 minute(s)  
[Add flight to Calendar](#)  
[Baggage Info](#)  
[Weather](#)

Seat Assignments: BECKER/KIMBERLY JANE - 05D  
AISLE SEAT CONFIRMED  
BA REQUIRES NEW RESERVATION TO BE BOOKED AT TIME OF CANCELLATION  
FREQUENT FLYER NUMBER [REDACTED]

**British Airways - Flight Number 0265**

Confirmation: 35PMLA

Departure: Fri, 06/14/2024 12:15 PM  
Departure City: London Heathrow, England ([LHR](#))  
Departing Terminal: TERMINAL 5  
Status: Confirmed

Arrival: Fri, 06/14/2024 3:25 PM  
Arrival City: San Diego, CA ([SAN](#))  
Arrival Terminal: TERMINAL 2  
Class of Service: I - BUSINESS

Equipment: 777  
Meal: Meals  
Travel Time: 11 hour(s) 10 minute(s)  
[Add flight to Calendar](#)  
[Baggage Info](#)  
[Weather](#)

Seat Assignments: BECKER/KIMBERLY JANE - 11K  
SINGLE SEAT AISLE/WINDOW CONFIRMED  
BA REQUIRES NEW RESERVATION TO BE BOOKED AT TIME OF CANCELLATION  
FREQUENT FLYER NUMBER [REDACTED]

**Invoice Detail**

Name: BECKER/KIMBERLY JANE		
British Airways Ticket: 1257069668109	Issue Date: 05/8/2024	
Invoice Number: 7059197		Amount: \$9,701.80
Service Fee: 8900873229270	Issue Date: 05/8/2024	Amount: \$40.00
Your total has been charged to American Express ending In 1013		<b>Total Fare: USD \$9,741.80</b>

**General Remarks**

# SIR

ALBERT

Mrs. KIMBERLY BECKER



Room 332  
Arrival Monday, 10 June 2024  
Departure Wednesday, 12 June 2024  
Page Page 1 of 1  
User Ana  
Reservation No. AMS02-00041193  
AR No.  
Tax ID:  
Ext. Res. No. 62692SE059334

Invoice No. IN-AMS02-00053722

Date 12/06/2024  
Guest KIMBERLY BECKER

Date	Description		Debit	Credit
10/06/2024	Accommodation	419.00 EUROS	375.00	0.00
10/06/2024	City Tax - City Tax	449.25 USD	43.00	0.00
11/06/2024	Accommodation	440.30 EUROS	395.00	0.00
11/06/2024	City Tax - City Tax	473.21 USD	45.30	0.00
12/06/2024	CC Interfaced - Master Card		0.00	858.30


Credit card: XXXXXXXXXXXXX1184

Total 858.30 858.30

Balance Due EUR 0.00 \$ 922.46 USD

	Total excl. VAT	VAT amount	Total incl. VAT
VAT 9% Deductible	706.43	63.57	770.00
City Tax 12.5% Exclusive	88.30	0.00	88.30

# Currency Converter

Over 31 years of currency data. Powered by  OANDA

**EUR** Euro ▼

**USD** US Dollar ▼


**418**



**449.246**

EUR GBP BTC

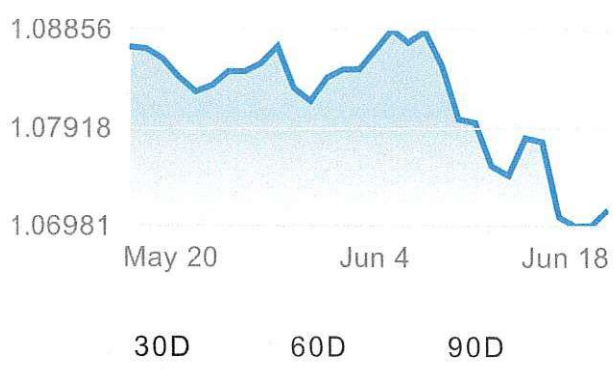
USD GBP ETH

Date < **12 June 2024** > 

Preview interbank rate

**+/- 0%** ▼ 

OANDA's currency calculator tools use OANDA Rates™, the touchstone FX rates compiled from leading market data contributors.




	Bid	Sell 1 EUR	Ask	Buy 1 EUR
Min		1.07192		1.07206
Avg		1.07475		1.07490
Max		1.07729		1.07743

EUR/USD for the 24-hour period ending Tuesday, Jun 11, 2024 23:59 UTC

These values represent the daily average of the Bid and Ask rates OANDA receives from many data sources.

# Currency Converter

Over 31 years of currency data. Powered by  OANDA

**EUR** Euro ▼

**USD** US Dollar ▼

440.3




473.212

EUR GBP BTC

USD GBP ETH

Date

< 12 June 2024 > 

Preview interbank rate

+/- 0% ▼



OANDA's currency calculator tools use OANDA Rates™, the touchstone FX rates compiled from leading market data contributors.



30D 60D 90D

	Bid Sell 1 EUR	Ask Buy 1 EUR
Min	1.07192	1.07206
Avg	1.07475	1.07490
Max	1.07729	1.07743

EUR/USD for the 24-hour period ending Tuesday, Jun 11, 2024 23:59 UTC

These values represent the daily average of the Bid and Ask rates OANDA receives from many data sources.

**Rates**



**PARK LANE**  
HÔTEL PARIS

4, rue la Boétie - 75008 Paris  
Tél : 01 42 65 27 54 - E-mail : reception@hplparis.com  
Site Web : http://www.hotelparklane.com

Facture N° : 103652

MME BECKER KIMBERLY

Chambre : 107  
Arrivée : 12/06/2024  
Départ : 14/06/2024

P.O. Box 82776, San Diego, CA 92138  
92138  
ETATS-UNIS

Voucher : I4GRX7  
Référence : I4GRX7,I4GRX7, SG22OHM5

Paris, le 14/06/2024

USD

DATE	QTE	DESIGNATION	P.U HT	OFF/REM	P. TOTAL €
12/06/24	1	HÉBERGEMENT	270,00		305.13 } 297,00 8,13
	1	TAXE DE SÉJOUR	8,13		
13/06/24	1	HÉBERGEMENT	270,00		305.13 } 297,00 8,13
	1	TAXE DE SÉJOUR	8,13		

327.94

327.94

TAUX	TVA	HT	TTC
0,00	0,00	16,26	16,26
10,00	54,00	540,00	594,00
<b>TOTAL</b>	<b>54,00</b>	<b>556,26</b>	<b>610,26</b>

Montant Total T.T.C. en Euros

610,26

\$ 655.88

Arrhes / Acompte

USD

CB

12/06/2024


610,26

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**PRIX NET A PAYER EN EUROS**

0,00

# Currency Converter

Over 31 years of currency data. Powered by 

**EUR** Euro ▼

**USD** US Dollar ▼

**305.13**




**327.938**

EUR GBP BTC

USD GBP ETH

Date

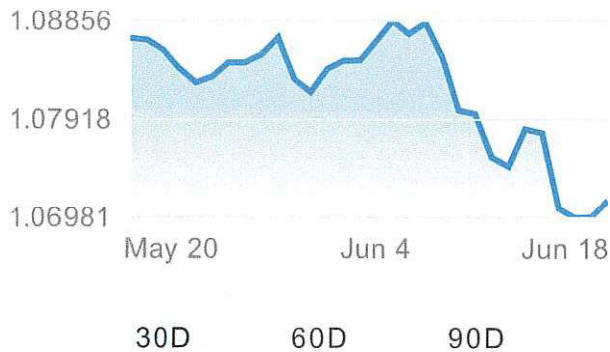
< **12 June 2024** > 

Preview interbank rate

+/- 0% ▼



OANDA's currency calculator tools use OANDA Rates™, the touchstone FX rates compiled from leading market data contributors.



	Bid Sell 1 EUR	Ask Buy 1 EUR
Min	1.07192	1.07206
Avg	1.07475	1.07490
Max	1.07729	1.07743

EUR/USD for the 24-hour period ending Tuesday, Jun 11, 2024 23:59 UTC

These values represent the daily average of the Bid and Ask rates OANDA receives from many data sources.

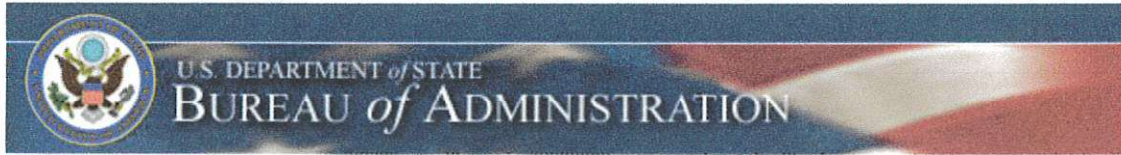


**Foreign Per Diem Rates In U.S. Dollars  
DSSR 925**

**NETHERLANDS: Amsterdam  
Publication Date: 06/01/2024**

<b>Country Name</b>	<b>Post Name</b>	<b>Season Begin</b>	<b>Season End</b>	<b>Maximum Lodging Rate</b>	<b>M &amp; IE Rate</b>	<b>Maximum Per Diem Rate</b>	<b>Footnote</b>	<b>Effective Date</b>
NETHERLANDS	Amsterdam	01/01	12/31	424	140	564	N/A	02/01/2024





**Foreign Per Diem Rates In U.S. Dollars  
DSSR 925**

**FRANCE: Paris  
Publication Date: 06/01/2024**

<b>Country Name</b>	<b>Post Name</b>	<b>Season Begin</b>	<b>Season End</b>	<b>Maximum Lodging Rate</b>	<b>M &amp; IE Rate</b>	<b>Maximum Per Diem Rate</b>	<b>Footnote</b>	<b>Effective Date</b>
FRANCE	Paris	01/01	12/31	476	161	637	<a href="#">View</a>	02/01/2024

International Per Diem Rates

[Home](#) > [Under Secretary for Management](#) > [Bureau of Administration](#) > [Office of Allowances](#)

**Per Diem Rates**

- [Excel Versions of Per Diem](#)
- [Foreign Per Diem Rates](#)

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**Standardized Regulations (DSSR)**

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- [Danger Pay](#)
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- [Education](#)
- [Evacuation](#)
- [Extraordinary Quarters Allowance \(EQA\)](#)
- [Foreign Transfer Allowance \(FTA\)](#)
- [Frequently Asked Questions](#)
- [Home Service Transfer Allowance \(HSTA\)](#)
- [Living Quarters Allowance \(LQA\)](#)
- [Official Residence Expense \(ORE\)](#)
- [Per Diem](#)
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- [Post Hardship Differential](#)
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- [Organization Chart](#)

## Office of Allowances

### Appendix B

#### Chapter 301-Federal Travel Regulation

#### Allocation of M&IE Rates to Be Used in Making Deductions from the M&IE Allowance

M&IE rates for the localities in nonforeign areas (prescribed in Civilian Personnel Per Diem Bulletins published periodically in the Federal Register by the Secretary of Defense) and for localities in foreign areas (established by the Secretary of State in Section 925, a per diem supplement to the Standardized Regulations Government Civilians, Foreign Areas) shall be allocated as shown in this table (Section 301-11.18) when making deductions from nonforeign or foreign area per diem rates.

M & IE Rate	Breakfast	Lunch	Dinner	Incidentals
\$1	0	0	0	1
\$2	0	0	1	1
\$3	0	1	1	1
\$4	1	1	1	1
\$5	1	1	2	1
\$6	1	2	2	1
\$7	1	2	3	1
\$8	1	2	3	2
\$9	1	2	4	2
\$10	2	2	4	2
\$11	2	3	4	2
\$12	2	3	5	2
\$13	2	3	5	3
\$14	2	4	5	3
\$15	2	4	6	3
\$16	2	4	7	3
\$17	3	4	7	3
\$18	3	5	7	3
\$19	3	5	8	3
\$20	3	5	8	4
\$21	3	5	9	4
\$22	3	6	9	4
\$23	3	6	9	5
\$24	4	6	9	5
\$25	4	6	10	5
\$26	4	7	11	5

\$107	16	27	43	21
\$108	16	27	43	22
\$109	16	27	44	22
\$110	17	27	44	22
\$111	17	28	44	22
\$112	17	28	45	22
\$113	17	28	45	23
\$114	17	29	45	23
\$115	17	29	46	23
\$116	17	29	47	23
\$117	18	29	47	23
\$118	18	30	47	23
\$119	18	30	48	23
\$120	18	30	48	24
\$121	18	30	49	24
\$122	18	31	49	24
\$123	18	31	49	25
\$124	19	31	49	25
\$125	19	31	50	25
\$126	19	32	50	25
\$127	19	32	51	25
\$128	19	32	51	26
\$129	19	32	52	26
\$130	20	32	52	26
\$131	20	33	52	26
\$132	20	33	53	26
\$133	20	33	53	27
\$134	20	34	53	27
\$135	20	34	54	27
\$136	20	34	55	27
\$137	21	34	55	27
\$138	21	35	55	27
\$139	21	35	56	27
\$140	21	35	56	28
\$141	21	35	57	28
\$142	21	36	57	28
\$143	21	36	57	29
\$144	22	36	57	29
\$145	22	36	58	29
\$146	22	37	58	29

Amsterdam



P215

\$147	22	37	59	29
\$148	22	37	59	30
\$149	22	37	60	30
\$150	23	37	60	30
\$151	23	38	60	30
\$152	23	38	61	30
\$153	23	38	61	31
\$154	23	39	61	31
\$155	23	39	62	31
\$156	23	39	63	31
\$157	24	39	63	31
\$158	24	40	63	31
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✓ \$161	24	40	65	32
\$162	24	41	65	32
\$163	24	41	65	33
\$164	25	41	65	33
\$165	25	41	66	33
\$166	25	42	66	33
\$167	25	42	67	33
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\$170	26	42	68	34
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\$173	26	43	69	35
\$174	26	44	69	35
\$175	26	44	70	35
\$176	26	44	71	35
\$177	27	44	71	35
\$178	27	45	71	35
\$179	27	45	72	35
\$180	27	45	72	36
\$181	27	45	73	36
\$182	27	46	73	36
\$183	27	46	73	37
\$184	28	46	73	37
\$185	28	46	74	37
\$186	28	47	74	37

**SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY**  
**OUT-OF-TOWN TRAVEL REQUEST**

GENERAL INSTRUCTIONS:

- A. All out-of-town travel requests must conform to applicable provisions of Policy 3.30.
- B. Once traveler completes form, submit to the traveler's Administrator for approval (for Board Members, President/CEO, General Counsel and Chief Auditor, Administrator is Board Executive Committee).

TRAVELER INFORMATION:

Traveler Name: Kimberly J. Becker Department: Executive, BU6  
 Position:  Board Member  President/CEO  General Counsel  Chief Auditor  
 All Other Authority Employees

DATE OF REQUEST: 04/17/2024 DATE OF DEPARTURE/RETURN: 06/09/2024 / 06/14/2024

DESTINATION / BUSINESS PURPOSE:

Destination: Amsterdam, Paris, London, Frankfurt Business Purpose: European Airlines Air Service Visits

PROJECTED OUT-OF-TOWN TRAVEL EXPENSES:

A. Transportation Costs:	
• Airfare <input checked="" type="checkbox"/> check box for business class or equivalent (international only)	\$ <u>10,000</u>
• Rental Car	\$ _____
• Other Transportation (Taxi, TNC, Train, Bus)	\$ <u>300</u>
• Auto (Gas, Parking/Tolls, Mileage)	\$ _____
B. Lodging	\$ <u>2,000</u>
C. Meals and Incidental Expenses ( <u>Per Diem</u> )	\$ <u>900</u>
D. Seminar and Conference Fees	\$ _____
E. Entertainment	\$ _____
<b>TOTAL PROJECTED TRAVEL EXPENSES</b>	<b>\$ <u>13,200</u></b>

**CERTIFICATION BY TRAVELER**

By my signature below, I certify the following:

1. The above-listed projected out-of-town travel expenses conform to Policy 3.30, are reasonable and directly related to Authority business; and
2. I have attended training regarding my responsibilities pursuant to Policy 3.30 within the past two years.

Travelers Signature: Kimberly J. Becker Date: 4/17/24

**CERTIFICATION BY ADMINISTRATOR** (If Administrator is Executive Committee, Clerk certifies below.)

By my signature below, I certify the following:

1. I have reviewed this out-of-town travel request and made inquiries to determine that the out-of-town travel and identified expenses are directly related to and necessary for the advancement of the Authority's business and reasonable in comparison to the anticipated benefits to the Authority; and
2. I have attended training regarding my responsibilities pursuant to Policy 3.30 within the past two years.

Administrator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE**

Arely Valenzuela, Assistant Authority Clerk I, certify that this document was approved by the  
 (Name of Clerk)

Executive Committee at its 04/22/24 meeting.  
 (Meeting Date)

## Casey Diane

---

**Subject:** SAN - KLM meeting  
**Location:** Amsterdamseweg 55; Amstelveen 1182 GP; Netherlands  
**Start:** Tue 6/11/2024 2:00 AM  
**End:** Tue 6/11/2024 3:00 AM  
**Recurrence:** (none)  
**Meeting Status:** Accepted  
**Organizer:** Siemssen, Sarah (AMSLA) - KLM  
**Categories:** Offsite Business Meeting

-----Original Appointment-----

**From:** Siemssen, Sarah (AMSLA) - KLM <Sarah.Siemssen@klm.com>  
**Sent:** Thursday, April 18, 2024 2:32 AM  
**To:** Siemssen, Sarah (AMSLA) - KLM; Cairon, Antoine (AMSLA) - KLM; Koopman, Gabriella (SPLXA) - KLM; Wit, Jeroen de (AMSLA) - KLM; Graves Jon; Lewis Zachary; Britman Michael; Brown Hampton  
**Subject:** SAN - KLM meeting  
**When:** Tuesday, June 11, 2024 11:00 AM-12:00 PM (UTC+01:00) Brussels, Copenhagen, Madrid, Paris.  
**Where:** Amsterdamseweg 55; Amstelveen 1182 GP; Netherlands

\*\*\*\*\*

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\*\*\*\*\*

## Casey Diane

---

**Subject:** Air France Meeting  
**Location:** TBD

**Start:** Thu 6/13/2024 4:30 AM  
**End:** Thu 6/13/2024 5:30 AM

**Recurrence:** (none)

**Meeting Status:** Accepted

**Organizer:** Brown Hampton  
**Required Attendees:** Britman Michael; Becker Kim

**Categories:** Offsite Business Meeting