

ONTARIO INTERNATIONAL AIRPORT AUTHORITY

COMMISSION AGENDA – REGULAR MEETING



MAY 28, 2019 AT 3:00 P.M.

Ontario International Airport Administration Offices
1923 E. Avion Street, Room 100, Ontario, CA 91761

ALAN D. WAPNER
President

RONALD O. LOVERIDGE
Vice President

JIM W. BOWMAN
Secretary

CURT HAGMAN
Commissioner

JULIA GOUW
Commissioner

MARK A. THORPE
Chief Executive Officer

LORI D. BALLANCE
General Counsel

JOHN M. SCHUBERT
Treasurer

WELCOME TO THE MEETING OF THE ONTARIO INTERNATIONAL AIRPORT AUTHORITY

- All documents for public review are on file at the Ontario International Airport Administration Offices located at 1923 E. Avion Street, Ontario, CA 91761.
- Anyone wishing to speak during public comment or on an item will be required to fill out a blue slip. Blue slips must be turned in prior to public comment, beginning or before an agenda item is taken up. The Secretary/Assistant Secretary will not accept blue slips after that time.
- Comments will be limited to 3 minutes. Speakers will be alerted when they have 1-minute remaining and when their time is up. Speakers are then to return to their seats and no further comments will be permitted.
- In accordance with State Law, remarks during public comment are to be limited to subjects within the Authority's jurisdiction. Remarks on other agenda items will be limited to those items.
- Remarks from those seated or standing in the back of the board room will not be permitted. All those wishing to speak, including Commissioners and Staff, need to be recognized by the Authority President before speaking.

ORDER OF BUSINESS

The Authority meeting begins at 3:00 p.m. with Closed Session comment and Closed Session, immediately followed by Public Comment and the Regular Meeting.

(Sign Language Interpreters, Communication Access Real-Time Transcription, Assistive Listening Devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. Due to difficulties in securing Sign Language Interpreters, five or more business days notice is strongly recommended.)

CALL TO ORDER (OPEN SESSION) - 3:00 P.M.

ROLL CALL

Loveridge, Bowman, Hagman, Gouw, President Wapner

PLEDGE OF ALLEGIANCE

INVOCATION

Mr. Germain Garcia, Associate Pastor, Christian Life Center

CLOSED SESSION PUBLIC COMMENT

The Closed Session Public Comment portion of the Authority meeting is limited to a maximum of 3 minutes for each speaker and comments will be limited to matters appearing on the Closed Session.

CLOSED SESSION

- **CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION**
Pursuant to Government Code Section 54956.9(c)
One (1) - Case

REPORT ON CLOSED SESSION

General Legal Counsel

PUBLIC COMMENT

Public Comment: The open meeting Public Comment portion of the Commission meeting is limited to a maximum of 3 minutes for each speaker. Additional opportunities for further Public Comment will be given during and at the end of the meeting. Under provisions of the Brown Act, the Commission is prohibited from taking action on oral requests.

AGENDA REVIEW/ANNOUNCEMENTS

The Chief Executive Officer will go over all updated materials and correspondence received after the Agenda was distributed to ensure Commissioners have received them.

1. INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

Note: agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interests and financial interests. Commission Member abstentions shall be stated under this item for recordation on the appropriate item.

CONSENT CALENDAR

All matters listed under CONSENT CALENDAR will be enacted by one motion in the form listed below – there will be no separate discussion on these items prior to the time Commission votes on them, unless a member of the Commission requests a specific item be removed from the Consent Calendar for a separate vote.

Each member of the public wishing to address the Authority on items listed on the Consent Calendar will be given a total of 3 minutes.

2. APPROVAL OF MINUTES

Minutes for the meetings of the Ontario International Airport Authority special meeting on April 22, 2019 and the adjourned meeting on April 30, 2019, and approving the same as on file with the Secretary/Assistant Secretary.

3. BILLS/PAYROLL

Bills April 1, 2019 through April 30, 2019 and Payroll April 1, 2019 through April 30, 2019.

4. APPROVAL OF MEETING STIPENDS

That the Ontario International Airport Authority Commission approve meeting stipends for President Wapner for the month of March and April and Commissioner Hagman for the month of March.

5. APPROVAL OF THE FIRST CONTRACT AMENDMENT TO LEIGH FISHER, INC., FOR ON-CALL, AS-NEEDED AIRPORT PLANNING AND SUPPORT SERVICES TO INCLUDE THE THREE- YEAR TERM OF CONTRACT

That the Ontario International Airport Authority authorize the Chief Executive Officer to amend the existing Leigh Fisher, Inc., Contract No. SCONT-000114, to include the proposed term of contract as three-years. Funds for this contract are approved in the FY 2018-2019 OIAA operating budget. Funding for subsequent years will be requested as part of the annual budget process.

6. ONTARIO INTERNATIONAL AIRPORT AUTHORITY COMMISSION APPROVAL OF EMPLOYER-EMPLOYEE RELATIONS RESOLUTION

That the Ontario International Airport Authority Commission adopt the Employer-Employee Relations Resolution (“EERR”) in order to establish the procedures by which employer-employee relations, including the recognition of employee organizations, are to be administered by the Authority.

RESOLUTION NO. _____

A RESOLUTION OF THE ONTARIO INTERNATIONAL AIRPORT AUTHORITY
COMMISSION ESTABLISHING AN EMPLOYER-EMPLOYEE RELATIONS

7. AWARD OF CONTRACT TO AMG AND ASSOCIATES FOR THE ONTARIO POLICE DEPARTMENT (OPD) MODULAR BUILDING PROJECT AT ONTARIO INTERNATIONAL AIRPORT

That the Ontario International Airport Authority (OIAA) Approve the award of contract for the OPD Modular Building to AMG and Associates, Inc., and authorize the Chief Executive Officer to procure the building, as an alternative to leasing, as offered by the Contractor in the bid submittal and contract documents, for an amount not to exceed \$1,272,000. Funding for this project is approved under Capital Improvement Projects in the Fiscal Year 2019 budget for an estimated project completion date in the third/fourth quarter of 2019. This agreement is contingent upon Airline approval.

8. APPROVAL OF THE 2019-20 CONTRACT YEAR CORPORATE SPONSORSHIP AGREEMENT BETWEEN ONTARIO INTERNATIONAL AIRPORT, THE LOS ANGELES KINGS AND THE ONTARIO REIGN, AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE APPROVAL FOR YEAR 2020-21 AND 2021-22

That the Ontario International Airport Authority (OIAA) Commission approve the agreement with LA Kings/Ontario Reign and authorize the Chief Executive Officer to execute the approval for years 2020-21 and 2021-22. If approved, the agreement between the OIAA and The LA Kings/The Ontario Reign is estimated to cost \$255,000 for the 2019-20 contract year. The 2020-21 contract year is estimated to cost \$262,650. The third contract year 2021-22 is estimated to cost \$270,530. Funds will be utilized from the sponsorship, marketing and advertising budget of FY 2018-2019, FY 2019-2020, 2020-2021 and 2021-2022 respectively. Funding for subsequent years will be requested as part of the annual budget process.

9. AN ORDINANCE ESTABLISHING A CLAIMS PRESENTATION PROCEDURE FOR CLAIMS NOT COVERED UNDER THE GOVERNMENT CLAIMS ACT

That the Ontario International Airport Authority Commission adopt Ordinance No. 002 establishing a Claims Presentation Procedure for claims not covered under the Government Claims Act. A public hearing and introduction of the Ordinance took place at a special meeting on April 22, 2019.

ORDINANCE NO. 0002

AN ORDINANCE OF THE COMMISSION OF THE ONTARIO INTERNATIONAL AIRPORT AUTHORITY, ESTABLISHING A CLAIMS PRESENTATION PROCEDURE RELATING TO CLAIMS FOR MONEY OR DAMAGES EXCEPTED FROM THE REQUIREMENTS OF THE CALIFORNIA GOVERNMENT CLAIMS ACT

ADMINISTRATIVE DISCUSSION/ACTION/REPORT

10. AGREEMENT WITH THE COUNTY OF SAN BERNARDINO FOR AIRPORT SECURITY RELATED PROJECTS

That the Ontario International Airport Authority approve the receipt of \$250,000 from the San Bernardino County to be used for security projects at ONT.

MANAGEMENT REPORT

Chief Executive Officer Thorpe

COMMISSION MATTERS

President Wapner

Vice President Loveridge – *Report on John Wayne Airport Tour*

Secretary Bowman

Commissioner Hagman

Commissioner Gouw

ADJOURNMENT



DATE: May 28, 2019

CLOSED SESSION REPORT

OIAA// (GC 54956.9(c))

Page 1 of 1

ROLL CALL: Gouw __, Bowman __, Hagman __, Loveridge __, President Wapner __.

STAFF: CEO __, General Counsel __

- CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Pursuant to Government Code Section 54956.9(c)
One (1) - Potential Case

No Reportable Action

Continue

Approved

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Disposition: _____

Reported by:

General Legal Counsel / Chief Executive Officer

ONTARIO INTERNATIONAL AIRPORT AUTHORITY



DATE: MAY 28, 2019

SECTION: MINUTE ACTION

SUBJECT: RELATIVE TO POSSIBLE CONFLICT OF INTEREST

RECOMMENDED ACTION(S): Note: agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

BACKGROUND: In accordance with California Government Code 84308, members of the Ontario International Airport Authority may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve (12) months and from an entity or individual if the member knows or has reason to know that the participant has a financial interest, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Item No	Principals & Agents	Subcontractors
Item No. 05	Leigh Fisher, Inc.	<ul style="list-style-type: none">• Economics & Politics, Inc.• LandUse/USA, LLC• Lee Andrews Group, Inc.• Lenax Construction Services, Inc.• Logplan, Inc.• Raja Associates, Inc.• Trammell Crow
Item No. 07	AMG and Associates	<ul style="list-style-type: none">• GGG DEMO• Ace• American Eagle• Kerns• United• Legacy• Overhead Door Company• J.G. Tata• Velox

STAFF MEMBER PRESENTING: Board Clerk, Claudia Y. Isbell

Department: Clerk's Office

Submitted to OIAA: May 28, 2019

Approved: _____

Continued to: _____

Denied: _____

		<ul style="list-style-type: none">• M. Wilson
Item No. 08	Los Angeles Kings and Ontario Reign	<ul style="list-style-type: none">• None

**ONTARIO INTERNATIONAL AIRPORT AUTHORITY
SPECIAL COMMISSION MEETING
MINUTES
APRIL 22, 2019
(Not Official Until Approved)**

A special meeting of the Ontario International Airport Authority was held on Monday, April 22, 2019, at 1923 E. Avion Street, Room 100, Ontario, California.

Notice of said meeting was duly given in the time and manner prescribed by law.

CALL TO ORDER

President Wapner called the Ontario International Airport Authority Commission meeting to order at 10:02 a.m.

ROLL CALL

PRESENT: Commissioners: Julia Gouw, Jim W. Bowman, Ronald O. Loveridge and Alan D. Wapner.

ABSENT: Commissioners: Curt Hagman (excused).

Also present were: Chief Executive Officer Mark A. Thorpe, General Counsel Lori D. Ballance and Assistant Secretary Claudia Y. Isbell.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Secretary Bowman.

INVOCATION

The Invocation was led by Dr. Brian Kennedy, Senior Pastor, Mt. Zion Church of Ontario.

PUBLIC COMMENT

There were no public comments.

AGENDA REVIEW/ANNOUNCEMENT

There were no announcements.

CONSENT CALENDAR

MOTION: Moved by Secretary Bowman, seconded by Commissioner Gouw and carried by a vote of 4-0-1, to approve the consent calendar including Resolution 2019-01, except item No. 03 which was pulled, with Commissioner Hagman absent.

1. APPROVAL OF MINUTES

Minutes for the regular meeting of the Ontario International Airport Authority on March 26, 2019 approving same as on file with the Secretary/Assistant Secretary.

2. BILLS/PAYROLL

Bills March 1, 2019 through March 31, 2019 and Payroll March 1, 2019 through March 31, 2019.

4. A RESOLUTION APPOINTING THE CHIEF FINANCIAL OFFICER AS THE TREASURER

That the Ontario International Airport Authority (Authority) adopt a resolution appointing the Chief Financial Officer, John M. Schubert, to serve as the Treasurer of the Authority.

RESOLUTION NO. 2019-01 A RESOLUTION OF THE ONTARIO INTERNATIONAL AIRPORT AUTHORITY APPOINTING THE CHIEF FINANCIAL OFFICER AS THE TREASURER.

PUBLIC HEARING

5. A PUBLIC HEARING TO INTRODUCE AN ORDINANCE ESTABLISHING A CLAIMS PRESENTATION PROCEDURE FOR CLAIMS NOT COVERED UNDER THE GOVERNMENT CLAIMS ACT

That the Ontario International Airport Authority Commission:

- (A) Introduce and read the title, and waive further reading by regular motion, of an Ordinance establishing a Claims Presentation Procedure for claims not covered under the Government Claims Act; and
- (B) Direct OIAA Staff to place the Ordinance on the Agenda for the next available regular meeting of the Commission for final consideration and passage.

Notice of public hearing has been duly given and affidavits of compliance are on file with the Clerk's office.

ORDINANCE NO. 0002 AN ORDINANCE OF THE COMMISSION OF THE ONTARIO INTERNATIONAL AIRPORT AUTHORITY, ESTABLISHING A CLAIMS PRESENTATION PROCEDURE RELATING TO CLAIMS FOR MONEY OR DAMAGES EXCEPTED FROM THE REQUIREMENTS OF THE CALIFORNIA GOVERNMENT CLAIMS ACT

Notice of public hearing was given. There were no written communications.

President Wapner opened the public hearing at 10:06 a.m. asking those persons interested in this item to speak. Hearing no one, President Wapner closed the public hearing at 10:06 a.m.

SPECIAL CEREMONIES

Commissioners presented a Certificate of Recognition to Delaware North Chef Lisa Torres for her efforts providing meals to TSA employees and their families.

MANAGEMENT REPORT

Chief Executive Officer Thorpe provided an update on passenger and cargo traffic and growth. He mentioned the second Escape Lounge will be opening in Terminal 2 by May 1. Commissioner Gouw asked how the Lounge is doing in Terminal 4.

CEO Thorpe announced the Delta Airlines first nonstop flight to Atlanta kickoff today.

CEO Thorpe introduced new Chief Financial Officer John Schubert.

COMMISSIONER MATTERS

Commissioner Gouw mentioned she will be taking the new nonstop Delta Airlines flight to Atlanta tomorrow.

Secretary Bowman provided a brief report on the John Wayne Airport tour.

Vice President Loveridge mentioned his tour of John Wayne Airport report was in the mail and will be presented at the next regular meeting.

President Wapner complimented John Wayne's operation and asked CEO Thorpe about credit rights for filming at the airport. CEO Thorpe explained credit is given for film, but television is more difficult.

ADJOURNMENT

President Wapner adjourned the Ontario International Airport Authority Commission meeting at 10:21 a.m.

Ontario International Airport Authority Commission
Special Meeting Minutes
Monday, April 22, 2019
Page 4 of 4

RESPECTFULLY SUBMITTED:

CLAUDIA Y. ISBELL, CLERK OF THE BOARD

APPROVED:

ALAN D. WAPNER, PRESIDENT
ONTARIO INTERNATIONAL AIRPORT AUTHORITY

**ONTARIO INTERNATIONAL AIRPORT AUTHORITY
REGULAR ADJOURNED COMMISSION MEETING
MINUTES
APRIL 30, 2019
(Not Official Until Approved)**

A regular adjourned meeting of the Ontario International Airport Authority was held on Tuesday, April 30, 2019, at 1923 E. Avion Street, Room 100, Ontario, California.

Notice of said meeting was duly given in the time and manner prescribed by law.

CALL TO ORDER

President Wapner called the Ontario International Airport Authority Commission meeting to order at 9:30 a.m.

ROLL CALL

PRESENT: Commissioners: Julia Gouw, Jim W. Bowman, Ronald O. Loveridge and Alan D. Wapner.

ABSENT: Commissioners: Curt Hagman (excused).

Also present were: Chief Executive Officer Mark A. Thorpe, General Counsel Lori D. Ballance and Assistant Secretary Claudia Y. Isbell.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by CEO Mark Thorpe.

INVOCATION

There was no invocation.

PUBLIC COMMENT

Peter Koliopoulos: gave a brief presentation on their desire to help ONT grow and looked forward to opportunities to do business with the airport.

Chet Sobotta: Director of Travelers Aid of Inland Empire, thanked OIAA for the new uniforms.

AGENDA REVIEW/ANNOUNCEMENT

There were no announcements.

ADMINISTRATIVE DISCUSSION/ACTION/REPORT

1. A RESOLUTION FOR ISSUANCE OF SUBORDINATED REVENUE NOTES

That the Ontario International Airport Authority Commission adopt a resolution authorizing and providing for the issuance to Bank of America, N.A. as purchaser of Ontario International Airport Authority Subordinated revenue notes, Series 2019.

RESOLUTION NO. 2019-02 A RESOLUTION OF THE ONTARIO INTERNATIONAL AIRPORT AUTHORITY COMMISSION AUTHORIZING AND PROVIDING FOR THE ISSUANCE TO BANK OF AMERICA, N.A. AS PURCHASER OF ONTARIO INTERNATIONAL AIRPORT AUTHORITY SUBORDINATED REVENUE NOTES, SERIES 2019, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$50,000,000; AUTHORIZING AND APPROVING THE PREPARATION, ENTERING INTO AND THE EXECUTION AND DELIVERY OF A NOTE PURCHASE AGREEMENT, BETWEEN THE ONTARIO INTERNATIONAL AIRPORT AUTHORITY AND BANK OF AMERICA, N.A., AS PURCHASER; AUTHORIZING AND APPROVING THE PREPARATION, ENTERING INTO AND THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT, AMONG THE ONTARIO INTERNATIONAL AIRPORT AUTHORITY, BANK OF AMERICA, N.A., AS PURCHASER AND A BANK OR TRUST COMPANY AND PROVIDING FOR CERTAIN OTHER MATTER.

CEO Thorpe announced that the full Note purchase agreement was placed on the Commissioner's seats and the item was entered into the record.

MOTION: Moved by Secretary Bowman, seconded by Commissioner Gouw and carried by a vote of 4-0-1, with Commissioner Hagman absent, to adopt Resolution No. 2019-02.

MANAGEMENT REPORT

Chief Executive Officer Thorpe reported on the successful launch of the Delta nonstop to Atlanta on April 22 and announced the second Escape Lounge is now open in Terminal 2.

COMMISSIONER MATTERS

Commissioner Gouw had no comments.

Secretary Bowman provided a historical document for the record regarding the airport expansion from City of Ontario, Ontario Living Magazine from 1996.

Vice President Loveridge asked CEO Thorpe how the Los Angeles Times obtains their airfare rates. CEO Thorpe discussed how the pricing is obtained.

President Wapner mentioned that City of Ontario invested in building the underground infrastructure for the airport in anticipation of the airport's growth.

ADJOURNMENT

President Wapner adjourned the Ontario International Airport Authority Commission meeting at 9:48 a.m.

RESPECTFULLY SUBMITTED:

CLAUDIA Y. ISBELL, CLERK OF THE BOARD

APPROVED:

ALAN D. WAPNER, PRESIDENT
ONTARIO INTERNATIONAL AIRPORT AUTHORITY

ONTARIO INTERNATIONAL AIRPORT AUTHORITY



DATE: MAY 28, 2019

SECTION: CONSENT CALENDAR

SUBJECT: ONTARIO INTERNATIONAL AIRPORT AUTHORITY COMMISSION APPROVAL OF STIPENDS AS REQUIRED BY AUTHORITY BYLAWS

RELEVANT STRATEGIC OBJECTIVE: Development of Airport-Related Businesses.

RECOMMENDED ACTION(S): That the Ontario International Airport Authority Commission approve additional stipends per Article IV, Section 6 of the Authority’s Bylaws.

BACKGROUND: Article IV, Section 6 of the Authority’s Bylaws states as follows:

“No salary; Reimbursement for Expenses; Stipends. The members of the Commission shall receive no salary but shall be reimbursed for necessary expenses (including mileage in accordance with standard IRS mileage reimbursement rates) incurred in the performance of their duties. Additionally, Commissioners will receive a stipend in the amount of one hundred fifty dollars (\$150.00) for attendance at each Commission meeting, standing committee meeting, ad hoc committee meeting, and any Authority-related business function. A maximum of six (6) stipends are permitted per month. An additional two (2) stipends are permitted with prior approval of the President. More than eight (8) stipends per month will require approval by the full Commission.”

During the month of March 2019, President Wapner attended one (1) additional Authority-related business function and Commissioner Hagman attended two (2) additional Authority-related business functions. During the month of April, President Wapner attended two (2) additional Authority-related business functions. Full Commission approval is needed to approve payment of stipends.

CEQA COMPLIANCE: Exclusion from the definition of “project”: The creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific

STAFF MEMBER PRESENTING: Chief Executive Officer, Mark A. Thorpe

Department: Clerk’s Office

Submitted to OIAA: May 28, 2019

Chief Executive Officer Approval:

Approved: _____
Continued to: _____
Denied: _____

Item No. 04

project which may result in a potentially significant physical impact on the environment. (CEQA Guidelines §15378(b)(4).)

FISCAL IMPACT AND SOURCE OF FUNDS: OIAA operating revenue.

PRIOR COMMISSION ACTION: On December 8, 2016, the OIAA Commission adopted Resolution No. 2016-14 approving and adopting the OIAA Bylaws.

STAFFING IMPACT (# OF POSITIONS):

N/A

IMPACT ON OPERATIONS:

N/A

ATTACHMENTS:

N/A

The Agenda Report references the terms and conditions of the recommended actions and request for approval. Any document(s) referred to herein and that are not attached or posted online may be reviewed prior to or following scheduled Commission meetings in the Office of the Clerk of the Commission. Office hours are 8:30 a.m. to 5:00 p.m., Monday through Friday

This Agenda Report has been reviewed by OIAA General Counsel. |

ONTARIO INTERNATIONAL AIRPORT AUTHORITY



DATE: MAY 28, 2019

SECTION: CONSENT CALENDAR

SUBJECT: APPROVAL OF THE FIRST CONTRACT AMENDMENT TO LEIGH FISHER, INC., FOR ON-CALL, AS-NEEDED AIRPORT PLANNING AND SUPPORT SERVICES TO INCLUDE THE THREE-YEAR TERM OF CONTRACT

RELEVANT STRATEGIC OBJECTIVE: Provide Customer Friendly Facilities and Services

RECOMMENDED ACTION(S): That the Ontario International Airport Authority authorize the Chief Executive Officer (CEO) to amend the existing Leigh Fisher, Inc., Contract No. SCONT-000114, to include the proposed term of contract as three-years with an amount not to exceed \$4,500,000 over the term of contract.

FISCAL IMPACT SUMMARY: Funds for this contract are approved in the FY 2018-2019 OIAA operating budget. Funding for subsequent years will be requested as part of the annual budget process.

BACKGROUND: The OIAA requires airport planning and support services to assist the entitlement and approval of airport projects and to provide expertise of value to the ongoing operation and improvement of the airport so it can operate safely, efficiently, and serve all airport users. The OIAA conducted a qualifications-based selection process for a three-year contract for airport planning and support services. On April 10, 2018, four proposals were received. On July 24, 2018, the OIAA Commission approved the selection and authorized the CEO to negotiate and execute a contract with Leigh Fisher, Inc., for as-needed airport planning and support services. On August 28, 2018, the Commission authorized the CEO to execute task orders to Leigh Fisher, Inc., for the first year of the contract, for an amount not to exceed \$1,500,000. This action extends the contract for up to two years and authorizes a maximum authority amount not to exceed \$4,500,000. Amending the existing contract with Leigh Fisher, Inc., to the intended three-year contract, will provide the

STAFF MEMBER PRESENTING: Chief Executive Officer, Mark A. Thorpe

Department: Engineering Submitted to OIAA: May 28, 2019

Chief Executive
Officer Approval:

A handwritten signature in black ink that reads "Mark A. Thorpe". The signature is written over a horizontal line.

Approved: _____
Continued to: _____
Denied: _____

Item No. 05

necessary support services for the general airport planning initiatives, not specific to AIP funded projects, as outlined in the contract's Exhibit A – Scope of Services.

PROCUREMENT: Not applicable for this action.

CEQA COMPLIANCE AND LAND USE APPROVALS: The proposed staffing services decision is not a “project” under CEQA and does not require environmental review. To the extent the staffing services decision could be deemed a “project” for purposes of CEQA, it would be Categorically Exempt (Class 1) from the provisions of CEQA pursuant to (1) CEQA Guidelines section 15309 for project inspection services, (2) CEQA Guidelines section 15301 for the operations, repair, maintenance, permitting, or minor alteration of existing structures or facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination, and CEQA Guidelines section 15303 for new construction, installation or conversion of a limited number of small structures, facilities or equipment.

STAFFING IMPACT (# OF POSITIONS): The proposed action will not create any permanent OIAA positions.

IMPACT ON OPERATIONS: This action will not impact ONT operations.

SCHEDULE: N/A

ATTACHMENTS: First Contract Amendment

The Agenda Report references the terms and conditions of the recommended actions and request for approval. Any document(s) referred to herein and that are not attached or posted online may be reviewed prior to or following scheduled Commission meetings in the Office of the Clerk of the Commission. Office hours are 8:30 a.m. to 5:00 p.m., Monday through Friday

This Agenda Report has been reviewed by OIAA General Counsel. |

ONTARIO INTERNATIONAL AIRPORT AUTHORITY



DATE: MAY 28, 2019

SECTION: CONSENT CALENDAR

SUBJECT: ONTARIO INTERNATIONAL AIRPORT AUTHORITY COMMISSION APPROVAL OF EMPLOYER-EMPLOYEE RELATIONS RESOLUTION

RELEVANT STRATEGIC OBJECTIVE: Develop a Specialized Airport Work Force with the Necessary Knowledge, Skills and Abilities

RECOMMENDED ACTION(S): That the Ontario International Airport Authority Commission adopt the Employer-Employee Relations Resolution ("EERR") in order to establish the procedures by which employer-employee relations, including the recognition of employee organizations, are to be administered by the Authority.

FISCAL IMPACT SUMMARY: N/A

BACKGROUND: The Authority employs approximately 47 individuals. Currently, the Authority employees are not represented by employee organizations, and the Authority lacks formalized processes or procedures by which to administer representation proceedings in the event that an employee organization seeks to be formally acknowledged as the exclusive representative of a group of employees.

The Authority is subject to the Meyers-Miliias-Brown Act ("MMBA"), Government Code sections 3500-3511, the statute which requires local agencies to bargain with employee organizations. The MMBA authorizes an employer to adopt "reasonable rules and regulations" for the administration of employer-employee relations. Commonly, a local agency will exercise this rulemaking authority by adopting an Employer-Employee Relations Resolution ("EERR") in order to develop rules and regulations specifically

STAFF MEMBER PRESENTING: Chief Executive Officer, Mark A. Thorpe

Department: Administration

Submitted to OIAA: May 28, 2019

Chief Executive Officer Approval:

A handwritten signature in black ink that reads "Mark A. Thorpe". The signature is written over a horizontal line.

Approved: _____

Continued to: _____

Denied: _____

Item No. 06

tailored to its needs, which will supplant the general rules provided for in the MMBA, and associated regulations.

The absence of an EERR establishing formalized processes or procedures by which to administer employer-employee relations between the Authority and its employees generally, and representation proceedings specifically, will result in the default assumption of the rules and regulations provided for in the MMBA. Because the MMBA rules and regulations are general in nature, their application to employer-employee relations at the Authority may give rise to inconsistent practices and disorderly methods of communication between the Authority and otherwise may conflict with the preferred means by which the Authority wishes to conduct its relations with employees.

Employer-Employee Relations Resolution (“EERR”)

The proposed EERR is consistent with the requirements set forth in the MMBA, and provides for orderly procedures for the administration of employer-employee relations between the Authority and any employee organizations.

The EERR is intended to clarify and strengthen the methods of administering employer-employee relations through the establishment of uniform methods of communications between the Authority and its employees, including in representation proceedings (the conduct of elections, modification and decertification procedures, and appeals of determinations) and at impasse should the Authority recognize an employee organization and subsequent negotiations with that employee organization fail to result in a contractual agreement.

It is the purpose of the EERR to provide procedures for meeting and conferring in good faith with recognized employee organizations regarding matters which directly affect wages, hours and other employment conditions for employees in appropriate units which are not preempted by Federal or State law. The Authority shall not be required to meet and confer over the merit, necessity or organization of any service or activity provided by law or executive order.

Nothing in the EERR shall be construed to restrict any legal or inherent exclusive rights with respect to matters of managerial policy.

PROCUREMENT: N/A

CEQA COMPLIANCE AND LAND USE APPROVALS: N/A

STAFFING IMPACT (# OF POSITIONS): N/A

IMPACT ON OPERATIONS: N/A

SCHEDULE:

ATTACHMENTS: Attachment A: A Resolution of Employer-Employee Relations

The Agenda Report references the terms and conditions of the recommended actions and request for approval. Any document(s) referred to herein and that are not attached or posted online may be reviewed prior to or following scheduled Commission meetings in the Office of the Clerk of the Commission. Office hours are 8:30 a.m. to 5:00 p.m., Monday through Friday

This Agenda Report has been reviewed by OIAA General Counsel. |

RESOLUTION NO. ____

A RESOLUTION OF THE ONTARIO INTERNATIONAL AIRPORT
AUTHORITY COMMISSION ESTABLISHING AN EMPLOYER-
EMPLOYEE RELATIONS

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE
ONTARIO INTERNATIONAL AIRPORT AUTHORITY:

ARTICLE 1: GENERAL PROVISIONS

SECTION 1.01: STATEMENT OF PURPOSE

This Resolution implements Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Sections 3500 *et seq.*) captioned "Meyers-Milias-Brown Act" ["MMBA"] (Local Public Employee Organizations)," by providing orderly procedures for the administration of employer-employee relations between the Authority and its employee organizations. Nothing contained herein, however, shall be deemed to supersede the provisions of state law, ordinances, and resolutions which provide for other methods of administering employer-employee relations. This Resolution is intended, instead, to strengthen the methods of administering employer-employee relations through the establishment of uniform and orderly methods of communications between employees, employee organizations and the Authority.

It is the purpose of this Resolution to provide procedures for meeting and conferring in good faith with Recognized Employee Organizations regarding matters that directly and significantly affect and primarily involve the wages, hours and other terms and conditions of employment of employees in appropriate units and that are not preempted by federal or state law. The Authority shall not be required to meet and confer over the merit, necessity or organization of any service or activity provided by law or executive order.

Nothing contained in this Resolution shall be construed to restrict any legal or inherent exclusive Authority rights with respect to matters of general legislative or managerial policy. Unless specifically in conflict with any Memorandum of Understanding, the Authority retains all management rights, which include, but are not limited to: The sole and exclusive right to determine the Authority's mission, including that of its constituent departments, commissions, and boards; the sole and exclusive right to direct the affairs of, manage, and maintain the efficiency of the Authority, to set standards of service; and to control the organization and operation of the Authority. The Authority also has the sole and exclusive right to take any actions which the Authority deems desirable to conduct its affairs, including, but not limited to, determining the procedures and standards of selection for employment, directing its work force (including scheduling and assigning work and overtime), hiring, firing, discharges, promotions, demotions, transfers, taking disciplinary action, determining the methods, means and personnel by which Authority operations are to be conducted, relieving employees from duty because of budgetary considerations, lack of work, or other lawful reasons, subcontracting, maintaining discipline and efficiency of employees, determining the content of job classifications, taking all necessary actions to carry out its mission in emergencies, and exercising complete control and discretion over its organization and the technology of performing its work consistent with the provisions of this Resolution and the MMBA. The foregoing is meant to be descriptive of the Authority rights, and not exhaustive.

SECTION 1.02: DEFINITIONS

As used in this Resolution, the following terms shall have the meanings indicated:

- a. "Appropriate unit" means a unit of employee classes or positions, established pursuant to Article II of this Resolution.
- b. "Authority" means the Ontario International Airport Authority, and, where appropriate herein, refers to the Authority Commission or any duly authorized Authority representative as herein defined.
- c. "Confidential Employee" means an employee who, in the course of his or her duties, has access to confidential information relating to the Authority's administration of employer-employee relations.
- d. "Consult/Consultation in Good Faith" means to meet and discuss issues with all affected recognized employee organizations, in good faith, for the purpose of presenting and obtaining views or advising of proposed actions in an effort to reach a consensus; and, as distinguished from meeting and conferring in good faith regarding matters within the required scope of representation (as defined in California Government Code section 3504), does not involve an endeavor to reach a binding agreement, nor is it subject to the impasse resolution procedures set forth in Article IV of this Resolution.
- e. "Day" means calendar day unless expressly stated otherwise.
- f. "Employee Relations Officer" means the Deputy Executive Officer or his/her duly authorized representative.
- g. "Exclusively Recognized Employee Organization" means an employee organization which has been formally acknowledged by the Authority as the sole employee organization representing the employees in an appropriate representation unit determined pursuant to Article II of this Resolution, having the exclusive right to meet and confer in good faith concerning matters within the scope of representation pertaining to unit employees, and thereby assuming the corresponding obligation of fairly representing such employees. Such recognition status may only be challenged by another employee organization as set forth in Art. II, Sec. 2.08.
- h. "Impasse" means that the representatives of the Authority and a Recognized Employee Organization have reached a point in their meeting and conferring in good faith where their differences on matters to be included in a Memorandum of Understanding, and/or concerning matters over which they are required to meet and confer, remain so substantial and prolonged that further meeting and conferring would be futile.
- i. "Management Employee" means an employee having responsibility for formulating, administering or managing the implementation of Authority policies and programs.
- j. "Proof of Employee Support" means: 1) an authorization card recently signed and personally dated by an employee, provided that the card has not been subsequently revoked in writing by the employee: 2) a verified authorization petition or petitions recently signed and

personally dated by an employee; or 3) employee dues deduction authorizations, using the payroll register for the period immediately prior to the date a petition is filed hereunder, except that dues deduction authorizations for more than one employee organization for the account of any one employee shall not be considered as proof of employee support for any employee organization. The only authorization which shall be considered as proof of employee support hereunder shall be the authorization last signed by an employee. The words "recently signed" shall mean within ninety (90) days prior to the filing of such proof of support.

k. "Supervisory Employee" means any employee having authority, in the interest of the Authority, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

l. Terms not defined herein shall have the meanings as set forth in the MMBA.

ARTICLE II: REPRESENTATION PROCEEDINGS

SECTION 2.01: FILING OF RECOGNITION PETITION BY EMPLOYEE ORGANIZATION

An employee organization that seeks to be formally acknowledged as the Exclusively Recognized Employee Organization representing the employees in an appropriate unit shall file a petition with the Employee Relations Officer containing the following information and documentation:

- a. Name and address of the employee organization;
- b. Names and titles of its officers, and mailing addresses;
- c. Names and telephone numbers of employee organization representatives who are authorized to speak on behalf of the organization in any communication with the Authority;
- d. A statement that the employee organization has, as one of its primary purposes, the responsibility of representing employees in their employment relations with the Authority;
- e. A statement whether the employee organization is a chapter of, or affiliated directly or indirectly in any manner, with a local, regional, state, national or international organization, and, if so, the name and address of each such other organization;
- f. Certified copies of the employee organization's constitution and bylaws;
- g. A designation of those persons, not exceeding two in number, and their addresses, and/or email addresses, to whom notice sent by regular United States mail and/or email will be deemed sufficient notice on the employee organization for any purpose;
- h. A statement that the employee organization has no restriction on membership based on race, color, religion, creed, sex, national origin, age, marital status, sexual orientation, mental or physical disability, medical condition, military or veteran status, gender identity or expression, genetic information, or any other legally-protected classification;

i. The job classifications or position titles of employees in the unit claimed to be appropriate and the approximate number of member employees therein;

j. A statement that the employee organization has in its possession proof of employee support as herein defined to establish that a majority of the employees in the unit claimed to be appropriate have designated the employee organization to represent them in their employment relations with the Authority. Such written proof shall be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party; and

k. A request that the Employee Relations Officer formally acknowledge the petitioner as the Exclusively Recognized Employee Organization representing the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith.

The petition, including the proof of employee support and all accompanying documentation, shall be declared to be true, correct and complete, under penalty of perjury, by the duly authorized officer(s) of the employee organization executing it.

SECTION 2.02: AUTHORITY RECOGNITION OF PETITION

Upon receipt of the petition, the Employee Relations Officer shall determine whether:

a. There has been compliance with the requirements for the filing of a Recognition Petition as set forth in Art II, Sec. 2.01 hereof, and

b. The proposed representation unit is an appropriate unit in accordance with Art. II, Sec. 2.07.

If an affirmative determination is made by the Employee Relations Officer on the foregoing two matters, he/she shall so inform the petitioning employee organization, shall give written notice of such request for recognition to the employees in the unit and shall take no action on said request for thirty (30) days thereafter.

If either of the foregoing matters are not affirmatively determined, the Employee Relations Officer shall offer to consult thereon with such petitioning employee organization and, if such determination thereafter remains unchanged, shall inform that organization of the reasons therefore in writing.

The petitioning employee organization may appeal such determination in accordance with Art. II, Sec. 2.09.

SECTION 2.03: OPEN PERIOD FOR FILING CHALLENGING PETITION

Within thirty (30) days of the date written notice was given to affected employees that a valid recognition petition for an appropriate unit has been filed, any other employee organization may file a competing request to be formally acknowledged as the exclusively recognized employee organization of the employees in the same or in an overlapping unit (one which corresponds with respect to some, but not all the classifications or positions set forth in the recognition petition being challenged), by filing a petition evidencing proof of employee support in the unit claimed to be appropriate of at least thirty percent (30%) and otherwise in the same form and manner as set forth in Art. II, Sec. 2.01. If such challenging petition seeks establishment of an overlapping unit,

the Employee Relations Officer shall call for a hearing on such overlapping petitions for the purpose of ascertaining the more appropriate unit, at which time the petitioning employee organizations shall be heard. Thereafter, the Employee Relations Officer shall determine the appropriate unit or units in accordance with the standards in Art. II, Sec. 2.07 and shall provide written notice of his/her determination.

If the petitioning employee organizations do not agree with the decision rendered by the Employee Relations Officer, the petitioning employee organizations shall have fifteen (15) days from the date of when the notice of such unit determination is communicated to them by the Employee Relations Officer to amend their petitions to conform to such determination or to appeal such determination pursuant to Art. II, Sec. 2.09.

SECTION 2.04: GRANTING RECOGNITION WITH AN ELECTION

If the petition is in order, and the proof of support shows that a majority of the employees in the unit deemed to be appropriate have designated the petitioning employee organization to represent them, and if no other employee organization filed a challenging petition, the petitioning employee organization and the Employee Relations Officer shall request the California State Mediation and Conciliation Service ("CSMCS"), or another agreed-upon neutral third party, to review the count, form, accuracy and propriety of the proof of support. If the neutral third party makes an affirmative determination, the Employee Relations Officer shall formally acknowledge the petitioning employee organization as the Exclusive Recognized Employee Organization for the designated unit.

SECTION 2.05: ELECTION PROCEDURE

Where recognition is not granted pursuant to Art. II, Sec. 2.04, then, upon determination of an appropriate unit in accordance with Art. II, Secs. 2.02 and 2.07, the Employee Relations Officer shall arrange for a secret ballot election to be conducted by a party agreed to by the Employee Relations Officer and the concerned employee organization(s), in accordance with such party's rules and procedures subject to the provisions of this Resolution. All employee organizations who have duly submitted petitions which have been determined to be in conformance with this Article II shall be included on the ballot. The choice of "no organization" shall also be included on the ballot thereby allowing employees the choice of representing themselves individually in their employment relations with the Authority.

Employees entitled to vote in such election shall be those persons employed in regular permanent positions within the designated appropriate unit who were employed during the pay period immediately prior to the date which ended at least fifteen (15) days before the date the election commences, including those who did not work during such period because of illness, vacation or other authorized leaves of absence, and who are employed by the Authority in the same unit on the date of the election.

An employee organization shall be formally acknowledged as the Exclusively Recognized Employee Organization for the designated appropriate unit following an election or run-off election if it received a numerical majority of all valid votes cast in the election. In an election involving three or more choices, where none of the choices receives a majority of the valid votes cast, a run-off election shall be conducted between the two choices receiving the largest number of valid votes cast. The rules governing an initial election shall also apply to a run-off election.

There shall be no more than one valid election under this Resolution pursuant to any petition in a 12-month period affecting the same unit.

In the event that the parties are unable to agree on a third party to conduct an election, the election shall be conducted by the CSMCS or another agreed-upon third party. In the event that the parties are unable to agree on a third party to conduct the election, then the County Clerk's office shall conduct the election. If the parties cannot agree as to the time, place, and manner of the election, then the election supervisor shall be authorized to unilaterally determine such issues and carry out the election accordingly. In the event that CSMCS declines to conduct the election, for any reason, the parties agree that the election shall be conducted by a neutral arbitrator selected from a list of seven (7) names to be provided by CSMCS or, if that body for any reason fails to provide such a list, by the American Arbitration Association. The incumbent recognized employee organization shall first strike one name, the petitioning organization shall then strike one name, the Employee Relations Officer shall next strike one name, and alternate so forth until the last name remaining shall be the Election Supervisor.

If, once the alternate election monitor is appointed, the parties cannot agree as to the time, place, and manner of the election, the parties shall authorize the election monitor to unilaterally determine such issues and carry out the election accordingly.

Costs of conducting elections shall be borne in equal shares by the Authority and by each employee organization appearing on the ballot.

SECTION 2.06: PROCEDURE FOR DECERTIFICATION OF EXCLUSIVELY RECOGNIZED EMPLOYEE ORGANIZATION

A decertification petition alleging that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in an established appropriate unit may be filed with the Employee Relations Officer only during the month of March of any year following the first full year of recognition or during the thirty (30) day period commencing one hundred and twenty (120) days prior to the termination date of a Memorandum of Understanding then having been in effect less than three (3) years, whichever occurs later. A decertification petition may be filed by two or more employees or their representative, or an employee organization, and shall contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct and complete:

- a. The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.
- b. The name of the established appropriate unit and of the incumbent Exclusively Recognized Employee Organization sought to be decertified as a representative of that unit.
- c. An allegation that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto.
- d. Proof of employee support that at least thirty (30) percent of the employees in the established appropriate unit no longer desire to be represented by the incumbent Exclusively Recognized Employee Organization. Such proof shall be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party within the time limits specified in the first paragraph of this Section.

An employee organization may, in satisfaction of the decertification petition requirements set forth in this Resolution, file a Petition under this Section in the form of a Recognition Petition that evidences proof of employee support of at least thirty percent (30%) percent, that includes the allegation and information required under this Section, and otherwise conforms to the requirements of Art. II, Sec 2.01.

The Employee Relations Officer shall initially determine whether the petition has been filed in compliance with the applicable provisions of this Article II. If his/her determination is in the negative, he/she shall offer to consult thereon with the representative(s) of such petitioning employees or employee organization and, if such determination thereafter remains unchanged, shall return such Petition to the employees or employee organization with a statement of the reasons therefore in writing. The petitioning employees or employee organization may appeal such determination in accordance with Art. II, Sec. 2.11. If the determination of the Employee Relations Officer is in the affirmative, or if his negative determination is reversed on appeal, he/she shall give written notice of such decertification or recognition petition to the incumbent Exclusively Recognized Employee Organization and to unit employees. Upon request, the Employee Relations Officer shall provide a copy of the petition with names and all other identifying information redacted.

The Employee Relations Officer shall thereupon arrange for a secret ballot election to be held on or about thirty (30) days after such notice to determine the wishes of unit employees as to the question of decertification and, if a recognition petition was duly filed hereunder, the question of representation. Such election shall be conducted in conformance with Art. II, Sec. 2.05.

During the "open period" specified in the first paragraph of this Section, the Employee Relations Officer may on his/her own motion, when he/she has reason to believe that a majority of unit employees no longer wish to be represented by the incumbent Exclusively Recognized Employee Organization, give notice to that organization and all unit employees that he/she will arrange for an election to determine that issue. In such event any other employee organization may within fifteen (15) days of such notice file a recognition petition in accordance with this Art. II, Sec. 2.08, which the Employee Relations Officer shall act on in accordance with this Section.

If, pursuant to this Section, a different employee organization is formally acknowledged as the Exclusively Recognized Employee Organization, such organization shall be bound by all the terms and conditions of any Memorandum of Understanding then in effect for its remaining term.

SECTION 2.07: POLICY AND STANDARDS FOR DETERMINATION OF APPROPRIATE UNITS

The Employee Relations Officer shall maintain a list of all current bargaining units in the Authority and shall have the management discretion to form and define reasonable bargaining unit, based on the procedures specified in this Resolution. The policy objectives in determining the appropriateness of units shall be the effect of a proposed unit on 1) the efficient operations of the Authority and its compatibility with the primary responsibility of the Authority and its employees to effectively and economically serve the public, and 2) providing employees with effective representation based on recognized community of interest considerations. These policy objectives require that the appropriate unit shall be the broadest feasible grouping of positions that share an identifiable community of interest.

In considering whether classifications share an identifiable community of interest, the following factors shall be considered:

- a. Similarity of the work performed, required qualifications, levels of responsibility, and the general working conditions;
- b. History of representation in the Authority; except that no unit shall be deemed appropriate solely on the basis of the extent to which employees in the proposed unit have organized;
- c. Consistency with the organizational patterns and structure of the Authority;
- d. Effect of differing legally mandated impasse resolution procedures;
- e. Number of employees and classifications, and the effect on the administration of employer-employee relations created by the fragmentation of classifications and proliferation of units; and
- f. Effect on the classification structure and impact on the stability of the employer-employee relationship of dividing a single or related classifications among two or more bargaining units.

Notwithstanding the foregoing provisions of this Section, managerial, supervisory and confidential responsibilities, as defined in Art. I, Sec. 1.02, are determining factors in establishing appropriate units hereunder, and therefore managerial, supervisory and confidential employees may only be included in a unit consisting solely of managerial, supervisory or confidential employees respectively. Managerial, supervisory and confidential employees may not represent any employee organization which represents other employees.

Peace Officers have the right to be represented in separate units composed solely of such peace officers.

Also under the MMBA, professional employees have the right to be represented separately from non-professional employees.

The Employee Relations Officer shall, after notice to and consultation with affected employee organizations, allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate or delete classifications or positions from units in accordance with the provisions of this Section. The decision of the Employee Relations Officer shall be final.

SECTION 2.08: PROCEDURE FOR MODIFICATION OF ESTABLISHED APPROPRIATE UNITS

Requests by employee organizations for modifications of established appropriate units may be considered by the Employee Relations Officer only during the period specified in Section 2.06. Such requests shall be submitted in the form of a Recognition Petition and, in addition to the requirements set forth in Art. II, Sec. 2.01, shall contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set forth in Art. II, Sec. 2.07. The Employee Relations Officer shall process such petitions as other Recognition Petitions under this Article.

When new classifications are adopted, existing classifications abolished, or when a classification is no longer compatible with the existing bargaining unit under the factors of Art. II, Sec. 2.07, the Employee Relations Officer may, by his or her own motion, at any time propose that an established

unit be modified. The Employee Relations Officer shall give written notice of the proposed modification(s) to any affected employee organization and shall hold a meeting concerning the proposed modification(s), at which time all affected employee organizations shall be heard.

Thereafter the Employee Relations Officer shall determine the composition of the appropriate unit or units in accordance with Art. II, Sec. 2.07, and shall give written notice of such determination to the affected employee organizations. The Employee Relations Officer's determination may be appealed as provided in Art. II, Sec. 2.10. If a unit is modified pursuant to the motion of the Employee Relations Officer hereunder, employee organizations may thereafter file Recognition Petitions seeking to become the Exclusively Recognized Employee Organization for such new appropriate unit or units pursuant to Art. II, Sec. 2.01.

SECTION 2.09: PROCEDURE FOR PROCESSING SEVERANCE REQUESTS

An employee organization may file a request to become the exclusively recognized employee organization of a unit alleged to be appropriate that consists of a group of employees who are already a part of a larger established unit represented by another exclusively recognized employee organization. The timing, form and processing of such request shall be as specified in Art. II, Sec. 2.08 for modification requests.

SECTION 2.10: APPEALS

An employee organization aggrieved by a determination of the Employee Relations Officer that a Recognition Petition (Sec. 2.01), Challenging Petition (Sec. 2.03), Decertification Petition (Sec. 2.06), Determination of an Appropriate Unit (Sec. 2.07), Unit Modification Petition (Sec. 2.08) or Severance Request (Sec. 2.09) has not been filed in compliance with the applicable provisions of this Article II, may, within ten (10) days of notice of the Employee Relations Officer's determination, appeal such determination to the Authority Commission for final decision.

Appeals to the Authority Commission shall be filed in writing with the Clerk of the Authority Commission, and a copy thereof served on the Employee Relations Officer. The Authority Commission shall commence to consider the matter within thirty (30) days of the filing of the appeal. The Authority Commission may, in its discretion, refer the dispute to a non-binding third party hearing process.

Any decision of the Authority Commission on the use of such procedure, and/or any decision of the Authority Commission determining the substance of the dispute shall be final and binding.

SECTION 2.11: ABANDONMENT OF UNIT OR GOOD FAITH DOUBT OF MAJORITY REPRESENTATIVE

In the event a bargaining unit appears to have been abandoned by its Exclusively Recognized Employee Organization, or in the event that the Employee Relations Officer has a good faith doubt that the Exclusively Recognized Employee Organization represents a majority of the members of the unit, the Employee Relations Officer shall serve notice to the affected employee organization(s) stating the evidence leading him or her to the belief of abandonment or doubt of majority representational status. Such affected employee organization shall have twenty (20) days to present written evidence and argument to the contrary.

If, after the twenty-day period expires, the Employee Relations Officer still believes the unit has been abandoned or still has a good faith doubt of majority representation, the Employee Relations Officer shall thereupon arrange for a secret ballot election to be held on or about fifteen (15) days after notice thereof to determine the wishes of unit members. The question before the electorate shall be, "Do you wish to continue to be represented by (name of association or union) in your formal bargaining relationship with the Authority?" If the answer by a majority of valid votes cast is in the affirmative, there shall be no change in representational status. If the answer by a majority of valid votes cast is in the negative, then the organization's representational status as bargaining representative for the unit in question shall be terminated.

Details of such election shall be handled in accordance with applicable provisions of Art. II, Sec. 2.04.

ARTICLE III: ADMINISTRATION

SECTION 3.01: SUBMISSION OF CURRENT INFORMATION BY RECOGNIZED EMPLOYEE ORGANIZATION

All changes in the information filed with the Authority by an Exclusively Recognized Employee Organization under items (a) through (h) of its Recognition Petition under Art. II, Sec. 2.01 shall be submitted in writing to the Employee Relations Officer within fourteen (14) days of such change.

SECTION 3.02: EMPLOYEE ORGANIZATION ACTIVITIES – USE OF AUTHORITY RESOURCES

Access to Authority work locations and the use of Authority paid time, facilities, equipment and other resources by employee organizations and those representing them shall be authorized only to the extent provided for in Memoranda of Understanding and/or administrative procedures, shall be limited to lawful activities consistent with the provisions of this Resolution that pertain directly to the employer-employee relationship and not such internal employee organization business as soliciting membership, campaigning for office, and organization meetings and elections, and shall not interfere with the efficiency, safety and security of Authority operations.

SECTION 3.03: ADMINISTRATIVE RULES AND PROCEDURES

The Authority Manager is hereby authorized to establish such rules and procedures as appropriate to implement and administer the provisions of this Resolution after consultation with affected employee organizations.

ARTICLE IV: IMPASSE PROCEDURES

SECTION 4.01: INITIATION OF IMPASSE PROCEDURES

If the meet and confer process has reached impasse as defined in Art. I, Sec. 1.02, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting, together with a statement of its position on all issues. An impasse meeting shall then be scheduled promptly by the Employee Relations Officer. The purpose of such meeting shall be:

- a. To identify and specify in writing the issue or issues that remain in dispute.

- b. To review the position of the parties in a final effort to reach agreement on a Memorandum of Understanding; and
- c. If the impasse is not resolved, to discuss arrangements for the utilization of the impasse procedures provided herein.

SECTION 4.02: IMPASSE PROCEDURES

Impasse procedures are as follows:

- a. If the parties agree to submit the impasse to mediation, and agree on the selection of a mediator, the impasse shall be submitted to mediation. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.
- b. Otherwise, the parties can utilize any other impasse procedures provided in accordance with the MMBA.
- c. After any applicable impasse procedures have been exhausted, the Authority Commission may hold a public hearing regarding the impasse, and take such action regarding the impasse as it in its discretion deems appropriate as in the public interest, including implementation of the Authority's last, best and final offer. Any legislative action by the Authority Commission on the impasse shall be final and binding.

SECTION 4.03: COSTS OF IMPASSE PROCEDURES

The cost for the services of a mediator and any other mutually incurred costs of any impasse procedures, shall be borne equally by the Authority and Exclusively Recognized Employee Organization. Separately incurred services or costs shall be borne solely by the party incurring the cost.

ARTICLE V: MISCELLANEOUS PROVISIONS

SECTION 5.01: CONSTRUCTION

This Resolution shall be administered and construed as follows:

- a. Nothing in this Resolution shall be construed to deny to any person, employee, organization, the Authority, or any authorized officer, body or other representative of the Authority, the rights, powers and authority granted by federal or state law.
- b. This Resolution shall be interpreted so as to carry out its purpose as set forth in Article I.
- c. Nothing in this Resolution shall be construed as making the provisions of California Labor Code Section 923 applicable to Authority employees or employee organizations, or of giving employees or employee organizations the right to participate in, support, cooperate or encourage, directly or indirectly, any strike, sickout or other total or partial stoppage or slowdown of work. In consideration of and as a condition of initial and continued employment by the Authority, employees recognize that any such actions by them are in violation of their conditions of employment, except as expressly otherwise provided by legally preemptive state or contrary local

law. In the event employees engage in such actions, they shall subject themselves to discipline up to and including termination, and may be replaced, to the extent such actions are not prohibited by preemptive law; and employee organizations may thereby forfeit all rights accorded them under this Resolution and other Authority law for a period of up to one (1) year from commencement of such activity.

d. Nothing in this Resolution shall be construed as a waiver of any rights unless expressly and specifically stated.

SECTION 5.02: SUSPENSION OF RECOGNITION

Recognition of an employee organization may be suspended by the Commission for:

- a. Repeated or continued failure or refusal to comply with the provisions of this Resolution.
- b. Intentional furnishing of false information to the Authority.
- c. Violation of any law, contract provisions, court decision or court orders.

Reasonable notice and opportunity to correct violations shall be given prior to suspension under this Section.

SECTION 5.03: SEVERABILITY

If any provision of this Resolution, or the application of such provision to any persons or circumstances, shall be held invalid, the remainder of this Resolution, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

PASSED, APPROVED, AND ADOPTED this 28th day of May 2019.

ALAN D. WAPNER, OIAA PRESIDENT

ATTEST:

CLAUDIA Y. ISBELL, CLERK TO THE BOARD/
ASSISTANT SECRETARY

APPROVED AS TO LEGAL FORM:

LORI D. BALLANCE
GENERAL COUNSEL

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, Claudia Y. Isbell, Commission Clerk of the Ontario International Airport Authority, DO HEREBY CERTIFY that foregoing Resolution No. _____ was duly passed and adopted by the Commission of the Ontario International Airport Authority at their regular meeting held May 28, 2019 by the following roll call vote, to wit:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

CLAUDIA Y. ISBELL, CLERK TO THE BOARD/
ASSISTANT SECRETARY

(SEAL)

The foregoing is the original of Resolution No. _____ duly passed and adopted by the Commission of the Ontario International Airport Authority at their regular meeting held May 28, 2019.

CLAUDIA Y. ISBELL, CLERK TO THE BOARD/
ASSISTANT SECRETARY

(SEAL)

ONTARIO INTERNATIONAL AIRPORT AUTHORITY



DATE: MAY 28, 2019

SECTION: CONSENT CALENDAR

SUBJECT: AWARD OF CONTRACT TO AMG AND ASSOCIATES, INC. FOR THE ONTARIO POLICE DEPARTMENT (OPD) MODULAR BUILDING PROJECT AT ONTARIO INTERNATIONAL AIRPORT

RELEVANT STRATEGIC OBJECTIVE: Safety and Security

RECOMMENDED ACTION(S): Approve the award of contract for the OPD Modular Building to AMG and Associates, Inc., and authorize the Chief Executive Officer to procure the building, as an alternative to leasing, as offered by the Contractor in the bid submittal and contract documents, for an amount not to exceed \$1,272,000. This agreement is contingent upon Airline approval.

FISCAL IMPACT SUMMARY: Funding for this project is approved under Capital Improvement Projects in the Fiscal Year 2019 budget for an estimated project completion date in the third/fourth quarter of 2019.

BACKGROUND: The OPD is assigned to perform law enforcement functions at ONT. This agency provides a wide range of duties and responsibilities including patrol, investigation, traffic flow management, crowd control and response to airport emergencies. Additionally, they provide enhanced safety to airport employees and to passengers, and are assigned to security gates, throughout the terminal area, and around the airport's perimeter. Their ability to respond within minutes/seconds of an emergency incident is vital to protect the public in/around terminal facilities. Providing a secure structure on the northside, in close-proximity of the terminals, will allow OPD to facilitate the quickest possible response time while recovering man-hours currently exhausted on traveling from their existing location on the southside of the airport.

STAFF MEMBER PRESENTING: Chief Executive Officer, Mark A. Thorpe

Department: Operations & Maintenance Submitted to OIAA: May 28, 2019

Chief Executive Officer Approval:  Approved: _____

Continued to: _____

Denied: _____

Item No. 07

PROCUREMENT: On September 10, 2018, a NIB for the OPD Modular Building Project was advertised with a scope of work including the lease of modular buildings and ADA ramp(s), installation of fencing/gates, parking lot asphalt seal, striping and signage, utility connections along with other related requirements as depicted on the plans. On October 3, 2018, the OIAA received one sealed bid in response to the project. Upon review, the sole bid response well surpassed the project's approved funding and engineer's estimate. Staff surveyed the prospective contractor's pool and determined that the bid's requirements had restrictions that discouraged other contractors from bidding. On November 14, 2018, the project was re-issued and posted on Planet Bids with a closing date of January 4, 2019. Two sealed bids were received by the due date/time. Staff reviewed the apparent low bid response, and, with the advice of General counsel, deemed the bid non-responsive due to material discrepancies in the completion of the schedule of work and pricing. Therefore, staff recommends the award of contract for the OPD Modular Building Project to AMG and Associates, Inc., as the low, most responsive, responsible bidder for an amount of \$1,272,000.

CEQA COMPLIANCE AND LAND USE APPROVALS: The issuance or approval leases, agreements, renewals, amendments, or extension thereof, granting use of an existing facility at a public airport, involving negligible or no expansion of use is exempt from the requirements of the California Environmental Quality Act (CEQA). In addition, to the extent any alteration of facilities occurs, CEQA Guidelines section 15301 provides an exemption for minor alterations to existing structures or facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

STAFFING IMPACT (# OF POSITIONS): N/A

IMPACT ON OPERATIONS: The OPD modular building project will minimally impact, and maybe not at all, airport operations.

SCHEDULE: Upon MII approval, the project will commence and take approximately 120 days to complete.

ATTACHMENTS: Contract between the OIAA and AMG and Associates.

The Agenda Report references the terms and conditions of the recommended actions and request for approval. Any document(s) referred to herein and that are not attached or posted online may be reviewed prior to or following scheduled Commission meetings in the Office of the Clerk of the Commission. Office hours are 8:30 a.m. to 5:00 p.m., Monday through Friday

This Agenda Report has been reviewed by OIAA General Counsel. |

ONTARIO INTERNATIONAL AIRPORT AUTHORITY



DATE: MAY 28, 2019

SECTION: CONSENT CALENDAR

SUBJECT: APPROVAL OF THE 2019-20 CONTRACT YEAR CORPORATE SPONSORSHIP AGREEMENT BETWEEN ONTARIO INTERNATIONAL AIRPORT, THE LOS ANGELES KINGS AND THE ONTARIO REIGN, AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE APPROVAL FOR YEAR 2020-21 AND 2021-22.

RELEVANT STRATEGIC OBJECTIVE: Develop Airport Related Business, leverage their international audience for broader awareness of Ontario, California

RECOMMENDED ACTION(S): That the Ontario International Airport Authority (OIAA) Commission approve the agreement with LA Kings/Ontario Reign and authorize the Chief Executive Officer to execute the approval for years 2020-21 and 2021-22.

FISCAL IMPACT SUMMARY: If approved, the agreement between the OIAA and The LA Kings/The Ontario Reign is estimated to cost \$255,000 for the 2019-20 contract year. The 2020-21 contract year is estimated to cost \$262,650. The third contract year 2021-22 is estimated to cost \$270,530. Funds will be utilized from the sponsorship, marketing and advertising budget of FY 2019-2020, 2020-2021 and 2021-2022 respectively.

BACKGROUND: The Ontario International Airport Authority desires a partnership agreement with The LA Kings and The Ontario Reign. The partnership provides extended global brand awareness through a number of international media channels. Exposure by partnering with the LA Kings and The Ontario Reign includes, but is not limited to:

- Rights to use LA Kings and Ontario Reign logos and marks
- National TV visible rotational dashboards

STAFF MEMBER PRESENTING: Chief Executive Officer, Mark A. Thorpe

Department: Marketing & Communication

Submitted to OIAA: May 28, 2019

Chief Executive
Officer Approval:

A handwritten signature in black ink, appearing to read "Mark A. Thorpe", is written over a horizontal line.

Approved: _____

Continued to: _____

Denied: _____

Item No. 08

- Sponsor branding on all four sides of the scoreboard
- Rotational ads on LA Kings digital ad network
- Presenting sponsor for Ontario Reign Military Appreciation Night
- 2020 AHL All-Star Classic presenting sponsor includes:
 - 2 TV Broadcast :30 spots on NHL Network
 - 2 TV Broadcast :30 spots on the Canadian broadcast *Introducing Canada to the sunny Ontario, California
 - In-Ice logo
 - Jersey patches

PROCUREMENT: (N/A).

CEQA COMPLIANCE AND LAND USE APPROVALS: (N/A)

STAFFING IMPACT (# OF POSITIONS): N/A

IMPACT ON OPERATIONS: N/A

SCHEDULE: Upon approval, this agreement will take effect upon execution.

ATTACHMENTS: Attachment A: Corporate Sponsorship Agreement LAK.

The Agenda Report references the terms and conditions of the recommended actions and request for approval. Any document(s) referred to herein and that are not attached or posted online may be reviewed prior to or following scheduled Commission meetings in the Office of the Clerk of the Commission. Office hours are 8:30 a.m. to 5:00 p.m., Monday through Friday

This Agenda Report has been reviewed by OIAA General Counsel. |

ONTARIO INTERNATIONAL AIRPORT AUTHORITY



DATE: MAY 28, 2019

SECTION: CONSENT CALENDAR

SUBJECT: AN ORDINANCE ESTABLISHING A CLAIMS PRESENTATION PROCEDURE FOR CLAIMS NOT COVERED UNDER THE GOVERNMENT CLAIMS ACT.

RELEVANT STRATEGIC OBJECTIVE: For orderly handling of administrative matters

RECOMMENDED ACTION(S): That the Ontario International Airport Authority Commission adopt Ordinance No. 002 establishing a Claims Presentation Procedure for claims not covered under the Government Claims Act. A public hearing and introduction of the Ordinance took place at a special meeting on April 22, 2019.

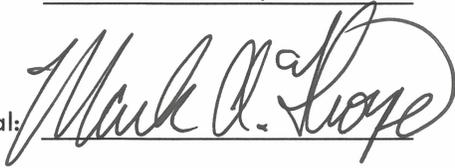
FISCAL IMPACT AND SOURCE OF FUNDS: N/A

BACKGROUND: The California Government Claims Act (Government Code, § 900 et seq.) (the “Act”) generally governs claims against public agencies for money or damages. The Act provides detailed procedures for how and when a claim must be presented (6 months or 1 year from accrual, depending on the claim), deadlines for when the OIAA must act upon a claim (45 days from presentation), and statutes of limitations to file a lawsuit after the OIAA denies a claim. (Gov. Code, §§ 911.2(a), 911.6(a)). The OIAA has been following the Act when it processes a claim.

Certain types of claims are not generally covered by the Act, such as, among others (i) local tax, assessment or fee refunds, (ii) claims by public employees for fees, salaries, wages, expenses, etc., and (iii) claims for money sought from the OIAA by the State or another local public entity. (Gov. Code, § 905). When these types of claims are not governed by another statute or regulation, the Act allows a public agency, including the OIAA, to address them by local ordinance, provided that: (i) the ordinance does not set a shorter time to file a claim than provided in the Act and (ii) the ordinance does not give

STAFF MEMBER PRESENTING: Chief Executive Officer, Mark A. Thorpe

Department: Administrative Department Submitted to OIAA: May 28, 2019

Chief Executive Officer Approval:  Approved: _____
Continued to: _____
Denied: _____

Item No. 09

the OIAA more time to act on a claim than provided in the Act. (Gov. Code, § 935). The proposed Ordinance sets forth clear procedures for handling such claims, and in the very same manner as these types of claims are handled by the City of Ontario under its Municipal Code.

CEQA COMPLIANCE: The subject activity is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines Section 15378 and is therefore not subject to review under CEQA.

STAFFING IMPACT (# OF POSITIONS): N/A.

IMPACT ON OPERATIONS: This action would not impact existing ONT operations.

SCHEDULE: N/A

EXHIBITS & ATTACHMENTS: Proposed Ordinance No. 0002 adopting a Claims Presentation Procedure for claims excepted from the requirements of the Government Claims Act after final passage.

The Agenda Report references the terms and conditions of the recommended actions and request for approval. Any document(s) referred to herein and that are not attached or posted online may be reviewed prior to or following scheduled Commission meetings in the Office of the Clerk of the Commission. Office hours are 8:30 a.m. to 5:00 p.m., Monday through Friday

This Agenda Report has been reviewed by OIAA General Counsel.

ORDINANCE NO. 0002

AN ORDINANCE OF THE COMMISSION OF THE ONTARIO INTERNATIONAL AIRPORT AUTHORITY, ESTABLISHING A CLAIMS PRESENTATION PROCEDURE RELATING TO CLAIMS FOR MONEY OR DAMAGES EXCEPTED FROM THE REQUIREMENTS OF THE CALIFORNIA GOVERNMENT CLAIMS ACT

WHEREAS, pursuant to Section 935 of the California Government Code, the Commission of the Ontario International Airport Authority (“Authority”) intends to enact procedures applicable to the presentation and processing of claims excepted under California Government Code Section 905 from the claims filing requirements of Chapter 1 and Chapter 2 of Division 3.6 of Title 1 of the California Government Code and for which no other procedures are set forth in State law; and

WHEREAS, it is in the best interest of the Authority to adopt and implement such claims presentation procedures for the excepted claims,

WHEREAS, on April 22, 2019, the Authority introduced this Ordinance, conducted a first hearing to consider adoption of the claims presentation procedure and concluded said hearing on that date; and

WHEREAS, all legal prerequisites for the introduction of this Ordinance and the conduct of a first hearing to consider to the adoption of this Ordinance have occurred.

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED, AND ORDAINED by the Commission of the Ontario International Airport Authority as follows:

SECTION 1: The foregoing recitals are adopted as findings of the Commission of the Ontario International Airport Authority as though set forth fully herein.

SECTION 2: A claims presentation procedure for claims for money or damages excepted from the requirements of the California Government Claims Act is hereby added to the Code of Ordinances of the Ontario International Airport Authority to read, in its entirety, as follows:

SECTION 1. Claims Presentation Procedures

1. Claims Against the Ontario International Airport Authority

This claims presentation procedure shall govern all claims against the Ontario International Airport Authority (“Authority”) for money or damages which are excepted by Government Code Section 905, and which are not governed by any other statute or regulation expressly relating to such claims.

2. Special Claims Procedures

Pursuant to the authority contained in California Government Code section 935, the following claims procedures are established for those claims against the Authority for money or damages not now governed by State or local laws:

(a) Employee claims. Notwithstanding the exceptions contained in California Government Code section 905, all claims by public officers or employees for fees, salaries, wages, overtime pay, holiday pay, compensating time off, vacation pay, sick leave pay, and any other expenses or allowances claimed due from the Authority, when a procedure for processing such claims is not otherwise provided by State or local laws, shall be presented within the time limitations and in the manner prescribed by California Government Code sections 910 through 915.2. Such claims shall further be subject to the provisions of California Government Code sections 935(b) and 945.4 relating to the prohibition of suits in the absence of the presentation of claims and action thereon.

(b) Contract and other claims. In addition to the requirements of subsection (a) of this section, and notwithstanding the exemptions set forth in California Government Code section 905, all claims against the Authority for damages or money, when a procedure for processing such claims is not otherwise provided by State or local laws, shall be presented within the time limitations and in the manner prescribed by California Government Code sections 910 through 915.2. Such claims shall further be subject to the provisions of California Government Code section 945.4 relating to the prohibition of suits in the absence of the presentation of claims and action thereon.

(c) Nothing herein shall permit the filing of a claim or action on behalf of a class or group.

3. Construction

Nothing contained in this Ordinance is intended to extend any statute of limitations or claims filing period under other provisions of any State law or any other applicable law or regulation related to filing a judicial action or other proceeding for recovery of money or damages against the Authority. References in this Ordinance to specific sections of the California Government Code shall refer to those provisions as they now exist or shall hereafter be amended.

4. Time Barred Claims

Nothing in this Ordinance revives or reinstates any claim or cause of action that, on the effective date of this Ordinance, is barred by failure to comply with any previously applicable statute, ordinance or regulation requiring the presentation of a claim prior to suit, or by failure to commence any action within the period prescribed by an applicable statute of limitations.

SECTION 3: Severability. If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provision of this Ordinance are severable. The Authority hereby declares that it would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 4: Effective Date. This Ordinance shall become effective thirty (30) days following its final adoption.

SECTION 5: The President shall sign this Ordinance and the Commission Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within fifteen (15) days of the adoption. The Commission Clerk shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the Commission Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this May 28, 2019.

ALAN D. WAPNER, PRESIDENT
ONTARIO INTERNATIONAL AIRPORT AUTHORITY

ATTEST:

CLAUDIA Y. ISBELL, COMMISSION CLERK/
ASSISTANT SECRETARY

APPROVED AS TO LEGAL FORM:

LORI D. BALLANCE
GENERAL COUNSEL

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF ONTARIO)

I, CLAUDIA Y. ISBELL, Commission Clerk and Assistant Secretary of the Ontario International Airport Authority, DO HEREBY CERTIFY that foregoing Ordinance No. 0002 was duly introduced at a special meeting of the Commission of Ontario International Airport Authority held on April 22, 2019 and adopted at the regular meeting held on May 28, 2019 by the following roll call vote, to wit:

AYES: COMMISSION MEMBERS: _____

NOES: COMMISSION MEMBERS: _____

ABSENT: COMMISSION MEMBERS: _____

CLAUDIA Y. ISBELL, COMMISSION CLERK and
ASSISTANT SECRETARY

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. 0002 duly passed and adopted by the Commission of the Ontario International Airport Authority at their regular meeting held on May 28, 2019 and that Summaries of the Ordinance were published on May 20, 2019 and _____ in the Inland Valley Daily Bulletin Newspaper.

CLAUDIA Y. ISBELL, COMMISSION CLERK/
ASSISTANT SECRETARY

(SEAL)

ONTARIO INTERNATIONAL AIRPORT AUTHORITY



DATE: MAY 28, 2019

SECTION: ADMINISTRATIVE DISCUSSION/ACTION/REPORT

SUBJECT: AGREEMENT WITH THE COUNTY OF SAN BERNARDINO FOR AIRPORT SECURITY RELATED PROJECTS.

RELEVANT STRATEGIC OBJECTIVE: Maintain a Safe and Secure Airport

RECOMMENDED ACTION(S): That the Ontario International Airport Authority (OIAA) approve an agreement between the OIAA and the County of San Bernardino for \$250,000 for Airport Related Security Projects.

FISCAL IMPACT AND SOURCE OF FUNDS: If approved the Ontario International Airport Authority will receive \$250,000 from the San Bernardino County to be used for security projects at ONT.

BACKGROUND: On May 21, 2019 the County of San Bernardino Board of Supervisors reviewed and approved the agreement with the Ontario International Airport Authority authorizing \$250,000 for the use of airport security related issues. Effective upon approval and execution, the County will fund \$250,000 of the OIAA's improvement projects relating to updates and installation of security equipment at the Ontario International Airport in parking Lots 2, 3, and 4. These funds will help modernize the security equipment in the mentioned parking lots, including the replacement of existing surveillance cameras, updating network equipment to support newer technologies, and updating the cable infrastructure. The new technology will provide high definition videos for Ontario Police Department.

CEQA COMPLIANCE: The subject activity is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines Section 15378 and is therefore not subject to review under CEQA.

STAFF MEMBER PRESENTING: Chief Executive Officer, Mark A. Thorpe

Department: Administrative Department Submitted to OIAA: May 28, 2019

Chief Executive
Officer Approval:

A handwritten signature in black ink, appearing to read "Mark A. Thorpe", written over a horizontal line.

Approved: _____
Continued to: _____
Denied: _____

Item No. 10

STAFFING IMPACT (# OF POSITIONS): N/A.

IMPACT ON OPERATIONS: This action would not impact existing ONT operations.

SCHEDULE: N/A

EXHIBITS & ATTACHMENTS: Attachment A: An agreement between the Ontario International Airport Authority and the County of San Bernardino.

The Agenda Report references the terms and conditions of the recommended actions and request for approval. Any document(s) referred to herein and that are not attached or posted online may be reviewed prior to or following scheduled Commission meetings in the Office of the Clerk of the Commission. Office hours are 8:30 a.m. to 5:00 p.m., Monday through Friday

This Agenda Report has been reviewed by OIAA General Counsel. |

FUNDING AGREEMENT 2019-1**BETWEEN****COUNTY OF SAN BERNARDINO AND THE ONTARIO INTERNATIONAL AIRPORT AUTHORITY**

THIS FUNDING AGREEMENT 2019-1 (“Agreement”) is entered into by and between the **County of San Bernardino (“County”)**, a political subdivision of the State of California duly organized and existing under the Constitution and laws thereof and the **Ontario International Airport Authority (“Authority”)** (singularly, a **“Party”**, collectively, the **“Parties”**).

RECITALS

WHEREAS, the County and the City of Ontario (**“City”**) entered into a Joint Exercise of Powers Agreement (**“JPA”**) in August 2012 to provide overall direction and the continuing operation, maintenance, management, administration, development and marketing of the Ontario International Airport (**“Airport”**) for the benefit of the citizens of the City and the County; and

WHEREAS, Section 8 of the JPA authorizes the City and the County to make contributions, payments or advances of public funds to the Authority for the purposes identified in the JPA; and

WHEREAS, Section 4 of the JPA provides that the Authority possesses the powers common to the Parties “necessary or convenient to the operation, maintenance, management, development, and marketing of the Airport;” and

WHEREAS, the Authority has recognized the need for modernization of safety and security equipment in Parking Lots 2, 3, and 4 at the Airport to include replacement of existing surveillance cameras, updating network equipment to support newer technologies, and updating cable infrastructure (**“Project”**). Through this Agreement, the County wishes to contribute the sum of \$250,000 towards the costs of the Project.

WHEREAS, the County desires to contribute to the Project utilizing \$250,000 in funds allocated to the Economic Development budget during the County 2018-19 budget process and approved by the County Board of Supervisors on June 12, 2018 (Item No. 125) for projects that support the Airport; and

WHEREAS, Section 8 of the JPA requires that either the City or County must enter into an agreement with the Authority for any funds provided, setting forth the method and manner of payment, disbursement and repayment of the funds; and

WHEREAS, the Parties desire to enter into this Agreement to provide the Authority with funds for use in the Project and to comply with the JPA.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein, the Parties agree as follows:

Section 1. Recitals Correct. All of the above Recitals are true and correct and are incorporated herein by this reference.

Section 2. Assistance to the Authority. Pursuant to Section 8 of the JPA, the County desires to provide \$250,000 (“County Funds”) to the Authority to assist with the Project. The County Funds will be allocated from the 2018-19 Economic Development budget. County will transmit the County Funds within 60 days of the full execution of this Agreement by both the County Board of Supervisors and the Authority Commission. The Authority will provide any necessary information requested by County staff for the transmission of the County Funds.

Section 3. Use of the County Funds and Repayment. The Authority shall use the County Funds only for the Project. The County Funds shall be paid to the OIAA who will provide evidence to the County for the use of such funds, as set forth in Section 4 below.

3.1 Return of County Funds. If the Authority Commission does not approve the expenditure of the County Funds for the Project, the County shall have no obligation to transmit the County Funds pursuant to Section 2. If the Authority does not use the County Funds to pay appropriate costs associated with the Project by December 31, 2019, the Authority shall return the County Funds, or any unused portion thereof, to the County in accordance with any directions issued by County staff, within 60 days of written demand for the return of the County Funds.

3.2 Repayment. No repayment of the County Funds is required, except as provided in Section 3.1 or if the County, in its sole discretion, determines that the Authority has inappropriately expended the County Funds.

Section 4. Demonstration of Compliance. The Authority will provide the County with documentation to demonstrate that it has used the County Funds for the Project. Such documentation shall be provided to the County no later than January 31, 2020 and will include, but not be limited to, quotes for equipment and installation services indicated in the Project; invoices evidencing use of the County Funds through payment(s) of costs totaling \$250,000. In accordance with Section 9 of the JPA, the Authority agrees to make available the books and records of the Authority relating to this Agreement for County inspection and review upon reasonable notice.

Section 5. Term. The term of this Agreement shall commence when it has been approved and executed by both Parties and will terminate on December 31, 2019.

Section 6. Indemnification. The Authority shall indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and its authorized officers, employees, agents and volunteers (“Indemnitees”) from any and all claims, actions, losses, damages and/or liability arising out of this Agreement or the Project from any cause whatsoever, including the acts, errors or omissions of

any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification will not apply to the negligence or willful misconduct of County or Indemnitees.

Section 7. Authorization. The County Chief Executive Officer, on behalf of the County is authorized to provide any notices required pursuant to this Agreement.

Section 8. Miscellaneous.

8.1 Americans with Disabilities Act. The Authority agrees to comply with the Americans with Disabilities Act.

8.2 Assignment. The Authority may not assign or transfer this Agreement or any of its rights or delegate any of its duties without the prior written consent of the County. Any attempted assignment, transfer or delegation in contravention of this Section of the Agreement shall be null and void. This Agreement shall inure to the benefit of and be binding on the Parties hereto and their permitted successors and assigns.

8.3 Counterparts. This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each Party for all purposes.

8.4 Cooperation of Parties. The Parties agree to fully cooperate with each other in connection with the performance of their respective obligations and covenants under this Agreement.

8.5 Entire Agreement. County and the Authority acknowledge that they have read this Agreement and any attached Exhibits which are incorporated herein by this reference, understand them and agree to be bound by their terms and conditions. Further, this Agreement, including any Exhibits, is the complete and exclusive statement of the Agreement between the Parties relating to the subject matter of this Agreement and supersedes all letters of intent or prior contracts, oral or written, between the Parties relating to the subject matter of this Agreement.

8.6 Governing Law. This Agreement shall be governed in all respects by the law and statutes of the State of California, without reference to conflict of law principles. The exclusive jurisdiction and venue of any action hereunder shall be in the State courts of San Bernardino County, California. The Authority accepts the jurisdiction of such courts.

8.7 Headings. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

8.8 Independent Status. The Parties in the performance of this Agreement will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The Parties intend that an independent contractor relationship will be created by this Agreement. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose whatsoever.

8.9 Modifications and Amendments.

8.9.1 No modification, amendment, alteration, addition or waiver of any Section or condition of this Agreement shall be effective or binding unless it is in writing and signed by an authorized representative of the Authority and County.

8.9.2 Only the County Board of Supervisors and the Authority Commission shall have the express, implied, or apparent authority to alter, amend, modify, or waive any substantive clause or condition of this Agreement on behalf of their respective Parties. Furthermore, any alteration, amendment, modification, or waiver of any substantive clause or condition of this Agreement is not effective or binding until made in writing and signed by the Board of Supervisors and the Authority Commission unless otherwise provided herein.

8.9.3 The Authority shall notify County of the names of individuals, if any, who have authority to bind the Authority to modifications to the Agreement and of the limits of such authority at the time the Authority executes this Agreement and at such other times as required.

8.10 Non-Discrimination. During the term of this Agreement, the Authority shall not discriminate against any employee or applicant for employment or service recipient because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age or military and veteran status. The Authority shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

8.11 Non-waiver. Except as otherwise specifically provided herein, any failure or delay by either Party to exercise or partially exercise any right, power or privilege under this Agreement shall not be deemed a waiver of any such right, power, or privilege under this Agreement. Any waivers granted by either Party for breaches hereof shall not indicate a course of dealing of excusing other or subsequent breaches. Either Party's pursuit nor non-pursuit of a remedy under this Agreement for other Party's breach of its obligations will neither constitute a waiver of any such remedies or any other remedy that the non-breaching Party may have at law or equity for any other occurrence of the same or similar breach, nor estop the non-breaching Party from pursuing such remedy.

8.12 Notice of Address Change. The Authority shall notify County in writing of any change in mailing address listed in the Notice section of the Agreement and/or physical location within five (5) days of the change, and shall immediately notify County of changes in telephone or facsimile numbers or email addresses.

8.13 Notice of Delay. When either Party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that Party shall, within two working days, give Notice thereof, including all relevant information with respect thereto, to the other Party.

8.14 Notices.

8.14.1 Any notice or demand or other communication required or permitted to be given under this Agreement or applicable law shall be effective if and only if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class certified mail, postage prepaid, certified mail, return receipt requested, via facsimile or by electronic mail, to the Parties at the addresses and fax number, and email addresses (if provided) set forth below:

County of San Bernardino
385 N. Arrowhead Avenue, 5th Floor
San Bernardino, CA 92415
Attn: Chief Executive Officer
(909) 387-5430 (facsimile)

Ontario International Airport Authority
Chief Executive Officer
Ontario International Airport Authority
1923 East Avion Street
Ontario, CA 91761

8.14.2 Notices shall be effective upon receipt or four (4) business days after mailing, whichever is earlier. The Notice address as provided herein may be changed by Notice given as provided above.

8.15 Remedies. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provisions of the Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

8.16 Severability. If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

SIGNATURES ON FOLLOWING PAGE

COUNTY OF SAN BERNARDINO

ONTARIO INTERNATIONAL AIRPORT AUTHORITY

By _____
Curt Hagman, Chairman, Board of Supervisors

By _____
Mark A. Thorpe, Chief Executive Officer

Dated: _____

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Address: _____

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy