

**BOARD OF TRUSTEES**

Carol Chaplin, Chair  
Richard Jay, Vice Chair  
Jennifer Cunningham, Treasurer  
Adam Kramer, Secretary  
Shaun Carey, Trustee  
Joel Grace, Trustee  
Kitty Jung, Trustee  
Art Sperber, Trustee  
Cortney Young, Trustee

**PRESIDENT/CEO**

Daren Griffin, A.A.E.

**CHIEF LEGAL COUNSEL**

Ian Whitlock

**BOARD CLERK**

Lori Kolacek

**AGENDA****Board of Trustees Regular Meeting**

Thursday, September 14, 2023 | 9:00 AM

Reno-Tahoe International Airport, 2001 E. Plumb Lane, Reno, NV

Administrative Offices, Second Floor

**Notice of Public Meeting**

Meetings are open to the public and notice is given pursuant to [NRS 241.020](#).

This meeting will be livestreamed and may be viewed by the public at the following link:

<https://us02web.zoom.us/j/86947182835> (Webinar ID: 869 4718 2835)

**Accommodations**

Members of the public who require special accommodations or assistance at the meeting are requested to notify the Clerk by email at [lkolacek@renoairport.com](mailto:lkolacek@renoairport.com) or by phone at (775) 328-6402.

**Public Comment**

Anyone wishing to make public comment may do so in person at the Board meeting, or by emailing comments to [lkolacek@renoairport.com](mailto:lkolacek@renoairport.com). Comments received **prior to 4:00 p.m. on the day before the meeting** will be given to the Board for review and included with the minutes of this meeting. To make a public comment during the Zoom meeting, please make sure your computer or device has a working microphone. Use the "Chat" feature to submit a request to speak. When the time comes to make public comments, you will be invited to speak. Public comment is **limited to three (3) minutes** per person. No action may be taken on a matter raised under general public comment.

**Posting**

This agenda has been posted at the following locations:

1. RTAA Admin Offices, 2001 E. Plumb
2. [www.renoairport.com](http://www.renoairport.com)
3. <https://notice.nv.gov/>

**Supporting Materials**

Supporting documentation for this agenda is available at [www.renoairport.com](http://www.renoairport.com), and will be available for review at the Board meeting. Please contact the Board Clerk at [lkolacek@renoairport.com](mailto:lkolacek@renoairport.com), or (775) 328-6402 for further information.

## **1. INTRODUCTORY ITEMS**

- 1.1 Call to Order
- 1.2 Pledge of Allegiance
- 1.3 Roll Call

## **2. PUBLIC COMMENT**

## **3. APPROVAL OF AGENDA**

## **4. APPROVAL OF MINUTES**

- 4.1 August 10, 2023, Board of Trustees meeting

## **5. PRESIDENT/CEO REPORT**

## **6. BOARD MEMBER REPORTS AND UPDATES**

## **7. RECOGNITIONS AND ITEMS OF SPECIAL INTEREST**

- 7.1 Recognition of outgoing Trustee, Jessica Sferrazza

## **8. CONSENT ITEMS FOR CONSOLIDATED BOARD ACTION**

- 8.1 Board Memo No. 09/2023-57: Request for authorization to approve eight change orders to the Equipment Contract for a Class IV Vehicle for the Reno-Tahoe Airport Authority's Airport Rescue and Fire Fighting Department, with Rosenbauer Minnesota, LLC, for a net increase of \$34,659 and a total cost of \$785,348 subject to Federal Aviation Administration review and approval (*for possible action*)
- 8.2 Board Memo No. 09/2023-58: Request for authorization to execute a Professional Services Agreement with JFC & Associates to perform the IBM Maximo Phase 2 Enhancements for \$142,620 with a contingency amount for travel or other project related expenses of \$31,468 for total project amount of \$174,088 (*for possible action*)

## **9. INFORMATION / POSSIBLE ACTION ITEMS**

- 9.1 Board Memo No. 09/2023-59: Request for authorization to execute a multi-year Professional Services Agreement for Construction Manager at Risk Pre-construction Services with Holder / Q&D Joint Venture for the New Gen B&C Project at Reno-Tahoe International Airport in the not-to-Exceed amount of \$2,745,000 (*for possible action*)
- 9.2 Board Memo No. 09/2023-60: Request for authorization to accept a pending FAA Voluntary Airport Low Emissions, Airport Improvement Grant Offer, and upon acceptance, execute a Construction Contract for the Pre-Conditioned Air and Ground

Power Unit Replacement Project at the Reno-Tahoe International Airport, with Q&D Construction, LLC in the amount of \$6,903,768 and authorize an Owner's Contingency in the amount of \$200,000 *(for possible action)*

- 9.3 Board Memo No. 09/2023-61: Request for authorization to execute an agreement with Incline Technologies Consulting and Services in the amount of \$409,483 for modernization and unification of the physical access control system and airport badging system with a contingency amount of \$15,517 for infrastructure or other items as deemed necessary by the RTAA IT department leadership for a project total of \$425,000 *(for possible action)*
- 9.4 Board Memo No. 09/2023-62: Request for authorization to execute a five-year Operations and Maintenance Service Agreement and the associated Master Services Agreement with SITA Information Networking Computing USA Inc. for the SITA Flex Hybrid, Check-in Kiosks, Information Display System, Public Address System, and Airport Management System Operations Manager services for the five-year total for all services of \$1,313,340 *(for possible action)*
- 9.5 Board Memo No. 09/2023-63: Request for authorization to extend the Facility Maintenance Management Service Agreement with MVI Services, LLC, for the Reno-Tahoe International Airport Rental Car Quick Turnaround Area and Rental Car Ready-Return for a term of five-years or until the new consolidated rental car facility opens and authorize use of Customer Facility Charges for the contract value not-to-exceed amount of \$3,330,920 plus a Reno-Tahoe Airport Authority Contingency in the amount of \$333,092, for a not-to-exceed total of \$3,664,012 *(for possible action)*
- 9.6 Board Memo No. 09/2023-64: Request for authorization to negotiate final terms and execute a Lease Agreement between A-Pro Collision Center, Inc. and the Reno-Tahoe Airport Authority for the premises at 2750 Vassar Street and 1200 Terminal Way for a term of five-years with one five-year option to extend for a minimum contract value of \$1,023,830 *(for possible action)*
- 9.7 Board Memo No. 09/2023-65: Review and consideration of the President/CEO Performance Goals and Measures for Fiscal Year 2023-2024 *(for possible action)*

## **10. TRUSTEE COMMENTS AND REQUESTS**

## **11. UPCOMING RTAA MEETINGS**

DATE	MEETING
10/10/2023	Finance & Business Development Committee Meeting Planning & Construction Committee Meeting
10/12/2023	Board of Trustees Regular Meeting
11/07/2023	Finance & Business Development Committee Meeting Planning & Construction Committee Meeting
11/09/2023	Board of Trustees Regular Meeting

**12. PUBLIC COMMENT**

**13. ADJOURNMENT**

**BOARD OF TRUSTEES**

Carol Chaplin, Chair  
Richard Jay, Vice Chair  
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Adam Kramer, Secretary  
Shaun Carey, Trustee  
Joel Grace, Trustee  
Kitty Jung, Trustee  
Art Sperber, Trustee  
Cortney Young, Trustee

**PRESIDENT/CEO**

Daren Griffin, A.A.E.

**CHIEF LEGAL COUNSEL**

Ian Whitlock

**BOARD CLERK**

Lori Kolacek

**--DRAFT--**

**MINUTES****Board of Trustees Regular Meeting**

**Thursday, August 10, 2023 9:00 AM**

**Reno-Tahoe International Airport, 2001 E. Plumb Lane, Reno, NV**

**Administrative Offices, Second Floor**

**1. INTRODUCTORY ITEMS**

Chair Chaplin called the meeting to order at 9:00 a.m.

Chief Ricardo Duarte was invited to lead the Pledge.

Roll was taken by the Clerk of the Board. A quorum was present.

TRUSTEES PRESENT: Shaun Carey, Carol Chaplin, Jennifer Cunningham, Richard Jay, Joel Grace, Kitty Jung, Art Sperber, Cortney Young

TRUSTEES ABSENT: Adam Kramer

**2. PUBLIC COMMENT**

None.

**3. APPROVAL OF AGENDA *(for possible action)***

**Motion:** Move to approve the agenda as presented

**Moved by:** Art Sperber

**Seconded by:** Jennifer Cunningham

**Absent:** Adam Kramer

**Vote:** Motion passed unanimously

**4. APPROVAL OF MINUTES****4.1 June 30, 2023, special Board of Trustees meeting**

Trustee Cunningham noted that she was listed in the Minutes as both present and absent. She was absent at that meeting and requests that her name be deleted from the list of present Board Members.

**Motion:** Motion to approve the Minutes with requested correction

**Moved by:** Richard Jay

**Seconded by:** Joel Grace

**Absent:** Adam Kramer

**Vote:** Motion passed unanimously

#### **4.2 July 13, 2023, Board of Trustees meeting**

**Motion:** Move to approve the Minutes as presented.

**Moved by:** Jennifer Cunningham

**Seconded by:** Richard Jay

**Absent:** Adam Kramer

**Vote:** Motion passed unanimously

### **5. PRESIDENT/CEO REPORT**

CEO Griffin introduced RTAA's new Chief Marketing & Public Affairs Officer, Natalie Brown. Mr. Griffin updated the Board on Ted Ohm's medical condition, the RTAA Sr. Facilities Project Manager. He discussed this last fiscal year's financials and spoke about the upcoming Burning Man event and how the airport is preparing for those passengers. Mr. Griffin updated the Board on the new AARF apparatus and announced that an invitation to a christening of the vehicle will be forthcoming. Lastly, he discussed the fire disaster happening on Maui and commented we are on standby to see how we can support industry efforts to help them recover.

### **6. BOARD MEMBER REPORTS AND UPDATES**

Trustee Jay gave an update on the latest RSCVA meeting. Trustee Jung also discussed the fire disaster on Maui commenting on ways that we can help. Chair Chaplin mentioned she was asked to be a panelist at the Tahoe Summit in Kings Beach and gave an update on that event.

### **7. RECOGNITIONS AND ITEMS OF SPECIAL INTEREST**

None.

### **8. CONSENT ITEMS FOR CONSOLIDATED BOARD ACTION**

None.

### **9. INFORMATION / POSSIBLE ACTION ITEMS**

- 9.1 Board Memo 08/2023-52:** Consideration to authorize the President/CEO to execute a multi-year Professional Services Agreement for Airline Technical Representative Services

with AvAirPros for the New Gen B&C Project at Reno-Tahoe International Airport in the Not-to-Exceed amount of \$3,395,070 *(for possible action)*

This item was presented by Bennett Sloan, Executive Program Manager, and was first heard by the Planning & Construction Committee on August 8, 2023. After discussion, the Board took the following action:

**Motion:** Authorize the President/CEO to execute a multi-year Professional Services Agreement for Airline Technical Representative Services with AvAirPros for the New Gen B&C Project at Reno-Tahoe International Airport in the Not-to-Exceed amount of \$3,395,070

**Moved by:** Art Sperber

**Seconded by:** Jennifer Cunningham

**Absent:** Adam Kramer

**Vote:** Motion passed unanimously

**9.2 Board Memo 08/2023-53:** Consideration of President/CEO to execute a Construction Contract for the Air Cargo Way Reconstruction Project at Reno-Tahoe International Airport, with Sierra Nevada Construction, Inc. accepting the Base Bids 1, 2 & 3, and Bid Alternates 1 & 2 in the amount of \$1,356,007 and authorize an Owner's Contingency in the amount of \$200,000 *(for possible action)*

This item having been heard by the Planning & Construction Committee on August 8, 2023, and being recommended for approval by that Committee, no presentation was requested.

**Motion:** Authorize the President/CEO to execute a Construction Contract for the Air Cargo Way Reconstruction Project at Reno-Tahoe International Airport, with Sierra Nevada Construction, Inc. accepting the Base Bids 1, 2 & 3 and Bid Alternates 1 & 2 in the amount of \$1,356,007 and authorize an Owner's Contingency in the amount of \$200,000

**Moved by:** Art Sperber

**Seconded by:** Richard Jay

**Absent:** Adam Kramer

**Vote:** Motion passed unanimously

**9.3 Board Memo 08/2023-54:** Consideration of a three -year collective bargaining agreement between the Reno-Tahoe Airport Authority and the Airport Authority Police Supervisors Protective Association for July 1, 2023, through June 30, 2026 *(for possible action)*

This item was presented by Julie Blevins, Manager of Labor Relations & Benefits. After discussion, the Board took the following action:

**Motion:** Authorize the President/CEO to execute a 3-year initial collective bargaining agreement between the Reno-Tahoe Airport Authority and the Airport Authority Police Supervisors Protective Association, effective July 1, 2023, through June 30, 2026

**Moved by:** Joel Grace

**Seconded by:** Kitty Jung

**Absent:** Adam Kramer

**Vote:** Motion passed unanimously

**9.4 Board Memo 08/2023-55:** Consideration of adoption of Resolution No. 564 Establishing a Policy On Special Events *(for possible action)*

This item was presented by Ian Whitlock, General Counsel, and is in response to a request by the Board for a policy of this nature. After discussion, the Board took the following action:

**Motion:** Adopt Resolution No. 564, a Resolution Establishing a Policy on Special Events

**Moved by:** Richard Jay

**Seconded by:** Joel Grace

**Absent:** Adam Kramer

**Vote:** Motion passed unanimously

**9.5 Board Memo 08/2023-56:** Consideration of approval of Reno-Tahoe Airport Authority Chair's Permanent Committee Appointments for Fiscal Year 2023-2024 *(for possible action)*

This item was presented by Chair Chaplin. After discussion, the Board took the following action:

**Motion:** Approve the Chairman's Permanent Committee appointments for Fiscal Year 2023-24

**Moved by:** Jennifer Cunningham

**Seconded by:** Kitty Jung

**Absent:** Adam Kramer

**Vote:** Motion passed unanimously

## **10. TRUSTEE COMMENTS AND REQUESTS**

Trustee Jay mentioned the passing of Dawn Ralston, a retired RTAA employee who worked for the Authority for 38 years.

## **11. UPCOMING RTAA MEETINGS**

DATE	MEETING
09/12/2023	Finance & Business Development Committee Meeting Planning & Construction Committee Meeting
09/14/2023	Board of Trustees Regular Meeting
10/10/2023	Finance & Business Development Committee Meeting Planning & Construction Committee Meeting
10/12/2023	Board of Trustees Regular Meeting

## **12. PUBLIC COMMENT**

None.

### **13. ADJOURNMENT**

The meeting was adjourned at 9:55 a.m.

# President/CEO Report

**To:** All Board Members  
**From:** Daren Griffin, President/CEO  
**Date:** September 2023

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## COMMERCIAL BUSINESS

### Properties

#### **GTC Project**

Staff continues working with PGAL to finalize enabling project design per the Board's direction in June 2023. Several agreements are being negotiated concurrently, including the rental car concession and facility lease and their sub-lease agreement. The ground lease has been substantially negotiated. Staff anticipates bringing final agreements and enabling project design to the November 2023 Board Meeting.

#### **Burner Express Bus Operation**

Staff worked with GOAL operating Burner Express Bus and Burning Man Project to establish a Use Permit and ensure a successful operation in 2023 despite the construction and limited space in the terminal. They used a vacant space at 1500 Terminal Way and had staff to help direct their customers. Burning Man Project has partnered with Reno Bike Project and Eddy House for collecting donated bikes and camping gear upon the return of the burners. This was also located at 1500 Terminal Way.

### RTS Land Development

#### **Dermody Properties Phase I Development**

The Dermody team continues to work on executing the necessary easements and right-of-way documents including the Union Pacific Railroad (UP) on the at-grade crossing documentation and City of Reno permits.

The Dermody team provided the project marketing plan as required in the most recent amendment. The RTAA has provided feedback and requested additional information regarding the plan. Of particular note, that RTAA asked the Dermody team to elaborate on how it will use this plan to accelerate the development of all project phases (quicker development). The next milestones are for the Dermody team to provide a survey of the acreage that will be designated as the premises for Phase II development (November 2023), and they must provide a project master utility plan by February 2024. In addition to accelerating future development, we are in discussions on FAA NEPA for Moya Boulevard.

### RNO Land Development

#### **Stellar Aviation**

Mobilization for the Stellar Aviation Phase I development has started (9 acres for two 30,000sf hangars, a 5,000sf FBO terminal and associated ramp). Stellar will first focus on the ramp area of their development and then will construct the FBO terminal and hangars. The ramp area is expected to be completed by the middle of October 2023 with the FBO and hangars to be completed by Spring/Summer of 2024. The RTAA Engineering Project Manager is coordinating the Stellar ramp construction schedule with the RTAA GA run-up construction schedule so they both can be done at roughly the same time.

#### **Tolles Development Company**

Construction of the buildings has commenced and is expected to be complete in Spring of 2024. The walls for buildings A and B (closest to S. McCarran Blvd) have been "tilted-up" The FAA conducted a flight

inspection after those two buildings were up and the flight inspection found that there is no distribution to the back course localizer (navigational aide) so there will be no modifications needed in order to continue the project. The "tilt-up" for the remaining buildings should be complete by the middle of September 2023.

### **Air Cargo Development \_ Southwest Quadrant**

An Option to Develop and Lease Agreement has been executed with the selected RFP proposer (AFCO Cargo RNO, LLC). The Option Agreement allows for an 18-month period for due diligence per phase and the ground lease would be executed after both the RTAA and AFCO agree that it is a market-viable project and after Board approval. The RTAA and AFCO held its project kick off meeting on August 28, 2023, to discuss the first focus areas of the due diligence process will are how to collaboratively form an FAA environmental requirements and tenant/stakeholder outreach strategy. The parties will work on their respective take-aways from this meeting and will touch base in a couple of weeks to discuss the progress.

### **Air Service Development**

#### **RNO Corporate Travel Survey**

staff continues to conduct qualitative and quantitative market research through business interviews and a short survey. The research goal is to better understand the air travel needs of area businesses and to create new business-travel demand business cases for airline awareness, and ideally, additional capacity. The Reno-Tahoe International Airport (RNO) Corporate Travel Survey should help determine the post-pandemic rebound of local business travel demand. The results may also define where local companies are flying to for business and where customers, vendors, and suppliers are coming from when visiting local companies. The goal of the survey is to determine common markets for business travel that can be presented to airlines and generate additional flights and/or improve air service at RNO. The survey was distributed by the Economic Development Authority of Western Nevada (EDAWN) last month and the Silver State Chambers of Commerce is distributing a link to the survey this month. Staff is also reaching out and providing the survey link to multiple, regional companies. Thus far, we have received twenty-six responses from key companies in the region, such as Panasonic, Elemental LED, Inc., and Charles River. This on-going effort will continue through the end of the year, and initial findings will be shared in next month's CEO Report.

#### **Air Service Development Strategy**

Staff retained Mead and Hunt's air service development division to create a market-driven air service development strategy while airlines continue to recover from the pandemic and to ensure RNO has the best business case to demonstrate to airlines how they will make money at RNO since the airlines are not growing at this time and establish the best direction and tactics for business development efforts, . Community alignment on the new strategy will begin October 13 with Mead and Hunt presenting the strategy to the Regional Air Service Corporation (RASC) board.

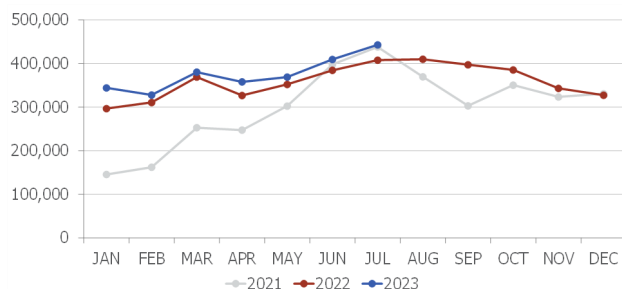
#### **Airline FAM Tour and Air Races**

As part of this year's Air Race invitation to the airlines, staff has included a Familiarization (FAM) Tour on Friday, September 15. This addition will allow us to showcase all the great changes in our region. It includes a driving tour of the Tahoe Reno Industrial Center (TRIC), narrated by Storey County Business Development, a tour through Reno, narrated by the RSCVA, and a presentation session led by CEO Griffin, which includes the CEOs of RSCVA and EDAWN. Airline attendees include American, Alaska, Southwest, Breeze, Spirit, and Allegiant.

#### **Total JULY 2023 RNO Passengers**

Reno-Tahoe International Airport (RNO) served 442,942 passengers in July 2023, an increase of 8.6% versus the same period last year. In July 2023, RNO was served by 11 airlines to 22 non-stop destinations. The total seat capacity increased 13.1% and flights increased 3.9% when compared to July 2022.

JSX offers non-stop flights from RNO to Orange County and Burbank using a 30-seat Embraer 135/145 aircraft. JSX operates out of Stellar Aviation, a private Fixed Base Operator, located at 485 South Rock Blvd.

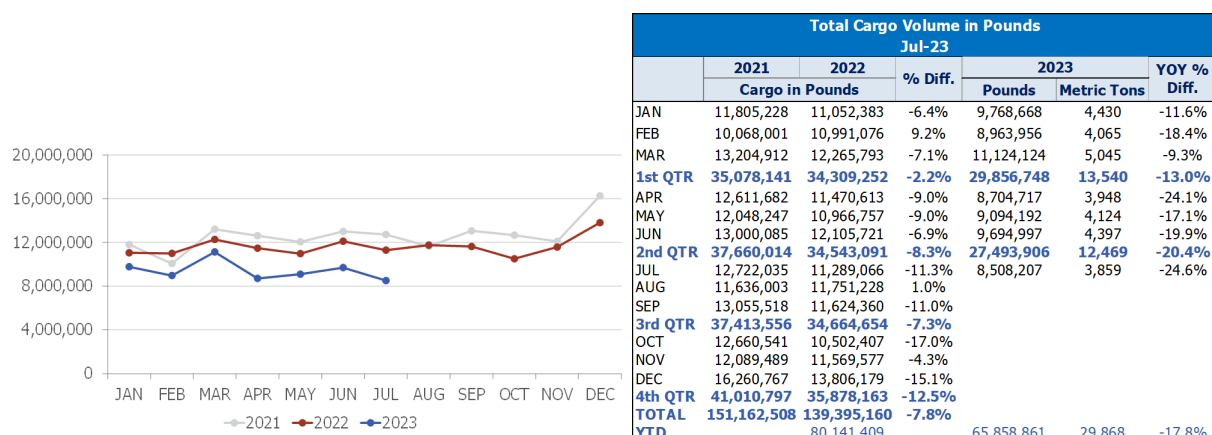


Total Passengers Jul-23					
	Passengers		% Diff.	Passengers	YOY % Diff.
	2021	2022		2023	
JAN	145,421	296,641	104.0%	344,268	16.1%
FEB	162,071	310,738	91.7%	327,934	5.5%
MAR	252,828	368,946	45.9%	380,363	3.1%
1st QTR	560,320	976,325	74.2%	1,052,565	7.8%
APR	247,220	326,787	32.2%	357,924	9.5%
MAY	302,403	352,255	16.5%	368,930	4.7%
JUN	397,906	384,429	-3.4%	409,467	6.5%
2nd QTR	947,529	1,063,471	12.2%	1,136,321	6.9%
JUL	438,168	407,867	-6.9%	442,942	8.6%
AUG	369,686	409,942	10.9%		
SEP	302,929	397,404	31.2%		
3rd QTR	1,110,783	1,215,213	9.4%	442,942	-63.6%
OCT	350,631	385,466	9.9%		
NOV	323,508	343,130	6.1%		
DEC	330,687	327,353	-1.0%		
4th QTR	1,004,826	1,055,949	5.1%	0	
TOTAL	3,623,458	4,310,958	19.0%		
YTD		2,447,663		2,631,828	7.5%

September 2023 RNO Flight Schedule			
Destination	Airlines	Total Departures	Details
Austin	American	24	Daily. No flight on Sat
Burbank	Southwest	30	Daily
Chicago-Midway	Southwest	7	starting on Sep 9. Sat and Sun only
Chicago-O'Hare	United	11	Sat and Sun only. Flights on 1 and 4
Dallas-Love	Southwest	1	Flight on Sep 2
Dallas/Fort Worth	American	91	Three daily
Denver	Southwest	87	Three flights a day. Two on Sat
	United	123	Four daily
Guadalajara	Volaris	21	Five weekly flights, Mon - Fri
Houston-Intercontinental	United	2	Flights on Sep 2 and 3
Las Vegas	Allegiant	8	Twice weekly. Thu and Sun
	Southwest	286	10 to 11 daily Mon-Fri, six on Sat, eight on Sun
	Spirit	74	Two to three daily
Long Beach	Southwest	59	Twice daily. Once Sep 2
Los Angeles	Alaska	3	Flights on Sep 1, 3 and 4
	American	12	One to three flights Sep 1-5
	Delta	89	Three daily
	JetBlue	30	Daily
	Southwest	44	Twice daily. Once on Tue, Wed, Sat and Sun
	United	60	Twice daily
Minneapolis/St. Paul	Delta	7	Sat only. Flights on 1, 3 and 5
	Sun County	8	Twice weekly. Thu and Sun
New York-JFK	JetBlue	5	Daily Sept 1-5
Newark	United	2	Flights on 4 and 5
Oakland	Southwest	52	Twice daily. Once on Sat and Sun
Phoenix	American	114	Three to four daily
	Southwest	63	Twice daily. Three on Sun
Portland	Alaska	62	Twice daily
Salt Lake City	Delta	90	Three daily
San Diego	Southwest	63	Twice daily
San Francisco	United	117	Four daily
San Jose	Southwest	29	Daily. No flights on Sat
Seattle	Alaska	117	Four daily
	Multiple airlines		
8.28.2023			

### Total JULY 2023 RNO Cargo Volume

RNO handled 8,508,207 pounds of air cargo in July 2023, a decrease of 24.6% when compared to July 2022.



## OPERATIONS & PUBLIC SAFETY

Department	Event	07/2023	07/2022	07/2021
Joint Actions	Aircraft Alerts: ARFF, Ops, Police, Aircom	5	3	4
	Medicals: ARFF, Ops, Police, Aircom	35	27	26
Operations	Inspections	94	65	80
	Wildlife Incidents	1	4	3
Police	TSA Checkpoint Incidents	23	20	18
	Case Numbers Requested	7	13	11
Security	Alarm Responses	77	295	288
	Inspections: Vehicle, Delivery, Employee	1161	1191	1048
	Badge Actions	792	786	771
ARFF	Inspections: Fuelers/Facilities	3/0	2/0	1/11
Landside	Public Parking – Total Revenue	\$1,470,341	\$1,323,701	\$1,126,000
	Public Parking – Total Transactions	43,270	41,364	45,139
	Public Parking – Average \$ Per Transaction	\$33.98	\$32.00	\$24.95
	Shuttle & Bus Trips Through GT	9,029	8,366	8,627
	Transportation Network Company Trips	32,968	13,894	11,754
	Taxi Trips Through GT	5,736	5,865	7,836

## PLANNING & INFRASTRUCTURE

### Engineering & Construction

#### Plumb Lane and Terminal Way Intersection

Over the past year, the Airport has been asking the City of Reno to fill the asphalt cracks at the entrance to the airport at Plumb Lane and Terminal Way. Trustee Carey brought the subject up again several months ago. The airport communicated with both the Regional Transportation Commission (RTC) and the City of Reno requesting them to decide who maintains the road. The confusion was the ownership of the roadway is the City of Reno, but the maintenance is through RTC. After several discussions, RTC agreed that they would repair the cracks and other failing areas at the intersection. On July 27, 2023, RTC fixed multiple areas of the intersection. RTC will be out in mid-August to finalize the repairs with a slurry micro-surface.

## Projects

Refer to the Project Status Report for project updates.

### Planning & Environmental

#### **Airport Sustainability Advisory Committee (ASAC)**

The Airport Sustainability Advisory Committee (ASAC) met on June 15, 2023, for the 2023 Second Quarter Meeting. At the meeting, new FAA Regional Ombudsman, Moifair Chin, was introduced. Ms. Chin assists with noise-related concerns in northern California, Nevada, Hawaii, and other Pacific Islands airports. In addition to the quarterly noise and operations report, staff updated the Committee on the 2022 RTAA Annual Sustainability Report and the FAA Noise Policy Review Public Comment Period. Committee members shared outreach ideas to spread news about the FAA's Public Comment Period.

The next ASAC meeting is scheduled for Thursday, September 21, 2023, at 3:30 PM in the RTAA Board Room.

#### **RTAA Annual Environmental Inspections**

In July 2023, staff notified tenants at Reno-Tahoe International Airport and Reno-Stead Airport that inspections associated with the RTAA's Annual Assessment of Environmental Compliance would occur in August. Inspections are opportunities to identify non-compliance issues and provide guidance to promote environmental and regulatory compliance. In addition to tenant facilities, staff also conducts inspections at RTAA Airfield Maintenance, Airport Rescue and Firefighting, Building and Maintenance, and Stead Airport facilities.

### Facilities & Maintenance

#### **New RNO Musco LED Lighting**

Airfield staff completed the final phase with in-house installation of the airfield apron lights. The team installed forty-one (41) Musco energy-efficient 600-watt LED units, replacing sixty-four (64) 1000-watt HID style lighting. The new fixtures will increase the amount of aircraft ramp lighting, providing for more illumination and a safer work environment, and will reduce annual energy usage by 192,000 kilowatt hours and result in approximately \$22,700 per year in savings. The RTAA has applied to NV Energy for the one-time rebate of \$8,000.

## PEOPLE, CULTURE AND EQUITY

<b>Time frame:</b> 8/01/2023 through 8/31/2023	
Open Positions	3
New Starts	0
Resignations/Terminations*	4
Promotions	2
<i>*Termination refers to an employee leaving under any circumstances, good or bad.</i>	

People Operations Staff participated in New Trustee Orientation, presenting information on culture initiatives, our robust benefits program, labor relations, performance management program and organizational metrics.

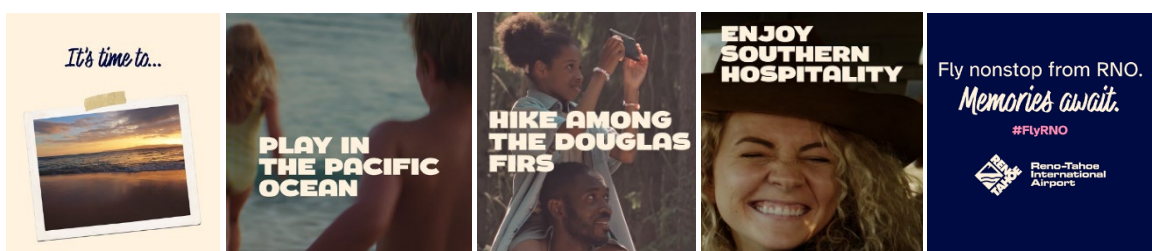
People Operations Staff partnered with Marketing and Public Affairs staff to organize the semi-annual Town Hall meeting. The theme of this meeting was "Culture Celebration!" Employees heard the results of the recent Denison Culture Survey and learned about the history and origin of our THRIVE values. Held at the SureStay, well over 100 employees attended the celebration that featured raffle prizes, shout outs, and surprise drawings. Employees also received a "lovely parting gift" of a t-shirt with the RTAA logo and Best. Team. Ever. printed on the front.

## MARKETING & PUBLIC AFFAIRS

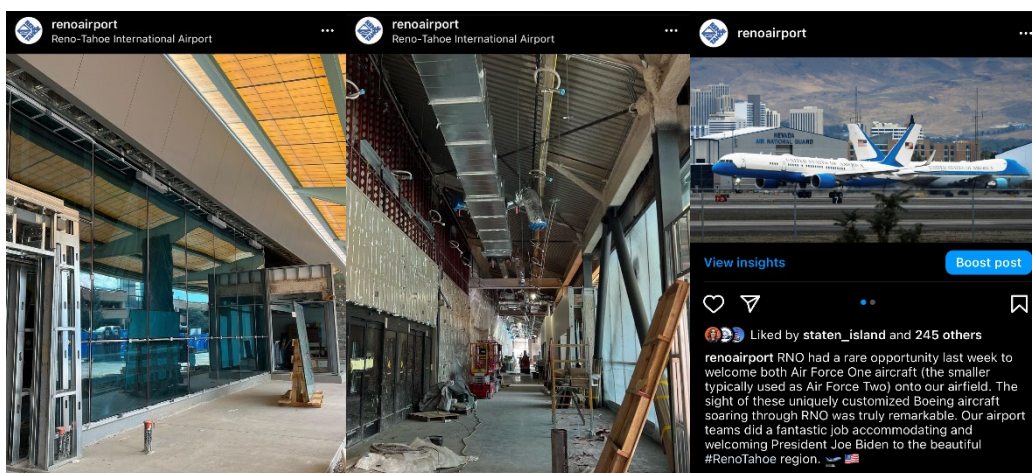
### Marketing

The team continues to focus marketing spend on two topics: air service support and MoreRNO. Current advertising is online/digital and promotes nonstop flights to and from three major regions (Pacific Northwest, South/Texas and Bay Area – see images below). Next up will be a supplementary ad that focuses on nonstop flights to Austin and Dallas, Texas. These campaigns continue to complement the in-house work (newsletter, social media, etc.) being done to promote these initiatives. Notable metrics for this work in August include:

- **Paid campaigns:** Ad campaigns saw 1.7 million impressions (combined social media and Google ads), an increase of 32% compared to July. The air service Instagram Stories ad was the highest performing social ad, holding 65% of total impressions (250K) and 42% of total clicks (2K)



- **Organic social media:** Gained over 300 followers, an 80% increase from July, mostly on Facebook. Across platforms the most popular posts continue to be about in-the-moment happenings at the airport (ticketing hall expansion progress photos, POTUS visit, etc.)



- **Website:** renoairport.com saw 83,000 sessions, a 7% increase from July
- **Newsletter:** Strong open rate at 53% (benchmark open rate 38%)

The team worked with Burning Man on messaging and pre- and post-communications for the event as well as created messaging for non-burner travelers to prepare for a good traveling experience.

Staff is working closely with project management teams through the next phase of the MoreRNO program and assisting with wayfinding signage to promote a positive experience for passengers through the construction changes.

**Media and Public Outreach**

In addition to MoreRNO messaging, Public Affairs shared news of high passenger traffic during Burning Man and Labor Day weekend and fielded questions around the arrival and departure of POTUS. Media interest in Burning Man passenger traffic was strong and had a positive tone.

RNO welcomed approximately 2,000 Army and Air National Guard officers from all fifty states, three territories and the District of Columbia attending the National Guard Association of the U.S. 145<sup>th</sup> General Conference and Exhibition. Community Relations staff provided a VIP space, a welcome table to greet participants and special pick-up and drop-off accommodations to ensure a seamless experience through RNO.

The National Championship Air Races event is gearing up for the final time at Reno-Stead Airport and this year, the team has organized a special chalet experience for airline executives, dignitaries and other industry VIPs. Employees received tickets, food vouchers, parking accommodations and a space to relax in the Stead Terminal.

**Government Affairs**

Congressman Mark Amodei visited RNO and received a tour of the ticketing hall and loop road construction as well as a briefing on RTAA federal legislative priorities including the Airport Terminal Program grant and Community Project Funding requests. With only a handful of working days before the end of the federal fiscal year on September 30, rhetoric is poised to heat up to avoid a federal government shut down if they can't agree on a budget or a short-term continuing resolution. Additional work is being done with the FAA and the federal legislative delegation in anticipation of the FY24 Airport Terminal Program grant application.

# Board Memorandum

09/2023-57

In Preparation for the Regular Board Meeting on September 14, 2023

**Subject:** Request to approve eight change orders to the Equipment Contract for a Class IV Vehicle for the Reno-Tahoe Airport Authority's Airport Rescue and Fire Fighting Department, with Rosenbauer Minnesota, LLC, for a net increase of \$34,659 and a total cost of \$785,348 subject to Federal Aviation Administration review and approval

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## STAFF RECOMMENDATION

Staff recommends that the Board approve the motion presented below.

## BACKGROUND

FAA regulations establish requirements for firefighting service equipment at commercial airports such as RNO. These regulations assign an "Index" to each airport, depending on factors such as the frequency of departures and the size of aircraft providing passenger service. Under these criteria the Reno-Tahoe International Airport (RNO) is an Index C airport. As an Index C airport, RNO is required to have at minimum 2 pieces of ARFF apparatus with at least 1,500 gallons of water each (total of 3,000 gallons), 200 gallons of foam each (total of 400 gallons) and 500 lbs. of dry chemical extinguishing agent each (total of 1000 lbs.). The Airport would not "meet Index" if one of these vehicles was out of service, and commercial flight operations would cease until the required apparatus could be placed back in service. Prudent management requires that RNO avoid "dropping Index" by having more than the minimum number of required ARFF vehicles on hand, to allow for maintenance or for situations in which a vehicle is committed to an incident.

With these requirements in mind, in 2021 RTAA went out to bid for the procurement of a new 1,500-gallon ARFF apparatus. On December 9<sup>th</sup>, 2021, the RTAA Board of Trustees awarded a contract inclusive of three (3) bid alternates to Rosenbauer Minnesota, LLC in the amount of \$750,689.

As the vehicle was being built to order, the RTAA (through the former Fire Chief) made several changes that he deemed necessary to make the apparatus more functional. (These changes are designated as Change Order #1 in the table below.) Change Order #2 was the deletion of 200 gallons of Aqueous Film Form Foam (AFFF), since AFFF will be discontinued due to environmental concerns. Rosenbauer itself made various minor changes to the vehicle's specifications, mainly involving substitutions of equivalent components based on availability from various suppliers (Change Orders #3 - 6 and 8). Change Order #7 was the deletion of two (2) cupholders and the mounting of two (2) portable handheld radio chargers. Some of these changes resulted in a price increase, others resulted in a decrease or had no effect on price. The net additional cost of the various change orders was \$34,659. (**Exhibit A** attached describes the Change Orders in detail.)

**DISCUSSION**

This action is intended to approve change orders made by the previous Fire Chief in the purchase of a new Airport Rescue and Fire Fighting (ARFF) vehicle from Rosenbauer Minnesota, LLC. The original contract cost was \$750,689 and was paid for with CARES funds. The net additional cost of the various change orders at issue here was \$34,659, bringing the total cost to \$785,348. (At this point RTAA has paid a 25% deposit on the contract amount, the remainder to be made after training is complete.)

This action is in support of the Reno-Tahoe Airport Authority (RTAA) Strategic Priorities as identified in the Reno-Tahoe Airport Authority Fiscal Year (FY) 2019-2023 Strategic Plan.

- Strategic Priority #4 – Safety and Security
- Strategic Priority #7 – Employees are the Current and Future Strength

**Invoice****Rosenbauer Minnesota, LLC**

5181 260th Street  
PO Box 549  
Wyoming, MN 55092  
P:651-462-1000 / F:651-462-1700

PAGE: 1  
Invoice# 68608  
Date: 8/7/2023  
VIN:

Sold To	Ship To
Reno-Tahoe Airport Authority PO Box 12490 Reno, Nevada 89510	Reno-Tahoe International Airport 2001 E. Plumb Lane Reno, Nevada 89502

Customer ID	Customer PO	Terms	Job Number
102026	320220203	Net 30 days	G105536
Qty	Description	Price	Amount
1.00	Rosenbauer Panther Per Contract #320220203	\$ 750,689.00	\$ 750,689.00
1.00	Change Order #1	\$ 38,724.00	\$ 38,724.00
1.00	Change Order #2	\$ (4,000.00)	\$ (4,000.00)
1.00	Change Order #3	\$ -	\$ -
1.00	Change Order #4	\$ -	\$ -
1.00	Change Order #5	\$ -	\$ -
1.00	Change Order #6	\$ -	\$ -
1.00	Change Order #7	\$ (65.00)	\$ (65.00)
1.00	Change Order #8	\$ -	\$ -
1.00	25% Payment at Contract - 3/8/2022	\$ (187,672.25)	\$ (187,672.25)
<b>Bank Wiring Instructions: Rosenbauer Minnesota, LLC</b> <i>Name and Address of Bank:</i> Wells Fargo Bank Minnesota, N.A. Forest Lake Office 208 South Lake Street Forest Lake, MN 55025 <i>Telephone Number:</i> 651-205-5713 <i>Bank Routing Number:</i> 121000248 <i>Bank Account Number:</i> 397 200 1140 <i>Bank Account Name:</i> Rosenbauer Minnesota, LLC FEIN 41-1808379 / MN Sales Tax Exempt ID:209-3960			
<b>THANK YOU!</b>		<b>TOTAL USD</b>	<b>\$ 597,675.75</b>

**FISCAL IMPACT**

The federally eligible portion of this bid (the base bid) is to be funded using CARES Act grant funds. There is no local match required with the CARES Act funds. The three Additive Alternatives and the Change Orders are not federally eligible and therefore will need to be funded with RTAA funds within the existing budget.

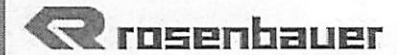
**COMMITTEE COORDINATION**

Finance and Business Development Committee

**PROPOSED MOTION**

“Move to authorize the President/CEO to approve eight Change Orders to the Equipment Contract for a Class IV Vehicle for the Reno-Tahoe Airport Authority’s Airport Rescue and Fire Fighting Department, with Rosenbauer Minnesota, LLC, for a net increase of \$34,659 and a total cost of \$785,348, subject to Federal Aviation Administration review and approval.

## CHANGE ORDER #1



Reno

DEALER/CUSTOMER/FACTORY APPROVED

Body Job #:

DATE: March 29, 2022  
Initiated By: Dealer/Customer

105536

## BODY CHANGES

	Action	Qty.	QW No.	DESCRIPTION OF CHANGE	PRICE
				Change order #1 has been included in the production spec	
1	DELETE	-1		Delete the 150 dry chem reel line and just go with the twin agent reel line	(\$1,250)
2	ADD	1		Rosenbauer Service Tool with 1 year subscription	\$1,450
3	ADD	1		One (1) additional year for Connected Fleet subscription	\$840
4	ADD	1		EMS compartment with roll-up doors	\$2,891
5	ADD	1		exhaust adapter	\$1,250
6	DELETE	-1		Credit deletion of Bridgestone and swapping to Michelin tires.	(\$1,650)
7	ADD	1		Two (2) cup holders.	\$126
8	ADD	1		install customer provided radios. Motorola and an ICOM. Will get info to send to Julian.	\$5,811
9	ADD	1		Provide wired Setcom intercom at driver's and officer position.	\$11,084
10	ADD	1		Provide and install Streamlight Vulcan 180 LED handheld lanterns.	\$663
11	ADD	1		Provide and install a Little Giant ladder on the rear of the truck.	\$1,502
12	ADD	1		Pump suction – add a 5-inch NST to 5-inch Storz adapter to the intake.	\$148
13	ADD	1		Provide and install 5-inch Storz with 2 ½ connection on left side direct tank fill.	\$136
14	DELETE	-1		Akron pre-connect nozzle for credit.	(\$650)
15	ADD	1		Price for water and foam level exterior level lights.	\$4,150
16	ADD	1		Price for Fixmix2.0E install.	\$6,900
17	DELETE	-1		Delete air hose reel for credit.	(\$784)
18	ADD	1		Cost for install of airfield driving lights.	\$744
19	DELETE	-1		Delete front license plate – only rear is needed.	(\$98)
20	ADD	1		Price for forward AC brow lights.	\$1,922
21	ADD	1		Move front DC lights to rear DC scene lights.	\$0
22	ADD	1		Provide a 110 outlet in EMS cabinet.	\$222
23	ADD	1		Customer will ship extinguisher and brackets prior to final inspection to select/approve locations.	\$195
24	ADD	1		Add tint to all cab windows.	\$2,222
25	ADD	1		Add right side direct tank fill.	\$900
26		1			\$0
27		1			\$0
31		1			\$0

We hereby agree to make change(s) specified above at this price

\$38,724

PREVIOUS CONTRACT AMOUNT

\$750,689

# CHANGE ORDER #1



Reno

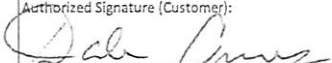
DEALER/CUSTOMER/FACTORY APPROVED

Body Job #:

DATE: March 29, 2022  
Initiated By: Dealer/Customer

## BODY CHANGES

105536

Action	Qty.	QW No.	DESCRIPTION OF CHANGE	PRICE
ACCEPTED - The above price and specifications of the Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.				REVISED CONTACT AMOUNT \$789,413
Authorized Signature (Customer): 				Date: 04/06/22

# CHANGE ORDER #2



Reno

APPROVED CHANGE

DATE: September 20, 2022

Released By: Tague J.

Body Job #:

105536

	Action	Qty.	QW No.	DESCRIPTION OF CHANGE	
1	DELETE	-1	PA-42-0030	Delete the forty (40) 5 gallon containers of 3% foam.	

# CHANGE ORDER #3



Reno

APPROVED CHANGE

DATE: October 26, 2022

Released By: Tague J.

Body Job #:

105536

	Action	Qty.	QW No.	DESCRIPTION OF CHANGE	
1	DELETE	-1	PA-32-0512	Delete the SIM card, RBA part# 47368 from the Connected Fleet system.	

# CHANGE ORDER #4



Reno

APPROVED CHANGE

Body Job #:

DATE: December 13, 2022

Released By: Tague J.

105536

	Action	Qty.	QW No.	DESCRIPTION OF CHANGE	
1	DELETE	-1	PA-31-1160	Delete Grover air horns	
2	ADD	1	PA-31-1161	Provide Hadley air horns	

# CHANGE ORDER #5



Reno

APPROVED CHANGE

Body Job #:

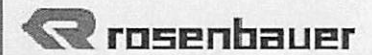
DATE: January 3, 2023

Released By: Tague J.

105536

	Action	Qty.	QW No.	DESCRIPTION OF CHANGE	
1	ADD	1	PA-32-0513	Provide SIM card 2 year subscription for connected fleet.	

# CHANGE ORDER #6



Reno

APPROVED CHANGE

Body Job #:

105536

DATE: April 25, 2023  
Released By: Tague J.

	Action	Qty.	QW No.	DESCRIPTION OF CHANGE	
1	ADD	1	PA-32-0302	Provide 8 channel DVR with radio Interface to DVR for Audio Recording.	

# CHANGE ORDER #7



Reno

APPROVED CHANGE

DATE: June 28, 2023

Released By: Tague J.

Body Job #:

105536

	Action	Qty.	QW No.	DESCRIPTION OF CHANGE	
1	DELETE	-1	PA-31-1064	Delete the two (2) cup holders	
2	CLARIFY	1	0	Mount the portable handheld radio chargers one (1) each side of the dash ends.	

# CHANGE ORDER #8



Reno

APPROVED CHANGE

DATE: July 13, 2023

Released By: Tague J.

Body Job #:

105536

	Action	Qty.	QW No.	DESCRIPTION OF CHANGE	
1	ADD	1	PA-23-0401	Provide and install air auto eject.	

# Board Memorandum

09/2023-58

**In Preparation for the Regular Board Meeting on September 14, 2023**

**Subject:** Request for authorization to execute a Professional Services Agreement with JFC & Associates to perform the IBM Maximo Phase 2 Enhancements for \$142,620 with a contingency amount for travel or other project related expenses of \$31,468 for total project amount of \$174,088

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## STAFF RECOMMENDATION

Staff recommends approval of the Proposed Motion stated below.

## BACKGROUND

IBM's Maximo is meticulous Enterprise Asset Management (EAM) software for versatile asset management, spanning lifecycles from planning to disposal, and is used across industries beyond aviation due to its adaptable features. The software's rich array of features renders it adaptable to a spectrum of operational scenarios. In essence, Maximo facilitates meticulous tracking of work orders for repairs and preventative maintenance across an airport's infrastructure, ranging from electrical outlets to air handling systems. Maximo was first deployed at RNO and RTS in 1995, with subsequent upgrades in 2007, 2014, and 2023.

Of note, during the outset of 2023, an administrative action allowed the allocation of funding in alignment with the President/CEO's signing authority for Professional Services Agreements to commence the Phase I upgrade of the Maximo system. That action complied with NRS 332.115, which sanctions exemptions from competitive solicitation for computer hardware, software, and maintenance. An upgrade is considered maintenance. In adherence to these regulations, JFC and Associates (JFC) emerged as the entity directly selected to orchestrate the Maximo Phase I upgrade. This upgrade involved the transition from IBM Maximo version 7.5.0.9 to version 7.6.1.3. Notably, this process was complemented by the migration of the current on-premises environment to an externally hosted solution coined "Maximo as a Service."

JFC's support played a pivotal role in steering the Reno-Tahoe Airport Authority (RTAA) through this transition. This encapsulated elements such as locations, assets, work requests, work orders, preventative maintenance procedures, job plans, reporting enhancements, and mobile device accessibility. JFC is an Arizona based consulting firm specializing in Maximo. The upgrade operation encompassed the seamless migration of existing Maximo data and processes residing within RTAA's current Maximo environment.

It is relevant to highlight that this upgrade has already yielded substantial improvements. Of noteworthy significance is the optimization of the work order process. Prior to the upgrade, the workflow involved technicians receiving printed documents outlining the tasks to be executed.

Subsequent to performing the requisite work, these technicians manually documented task completion times, parts utilization, and additional work notes on the printed forms. The process then required hand-delivery of these forms to the Building Maintenance office, where data entry into the Maximo system transpired. Given the volume of work orders, this process sometimes extended over a week or more.

With the recent upgrade, each technician is now equipped with an iPad that grants them access to their work order queue. Upon completing the assigned tasks, technicians can promptly input information related to task duration, materials employed, and pertinent notes. Furthermore, supervisors are now equipped to oversee the work queues in a central digital location and provide timely support as necessitated to individual technician needs or requirements.

## DISCUSSION

Following the successful Phase I upgrade of Maximo earlier this year, our team is committed to building on these advancements and pursuing several additional enhancements to further refine the utility of this application. These proposed enhancements encompass the following key areas:

- **Enhanced Service Request for Airport Operations:** The objective is to introduce a more streamlined user interface within Maximo itself, replacing the current practice of initiating service requests via email. This improvement will be facilitated through a use of an application named "MaintReq."
- **Further Asset Definition:** A comprehensive approach is planned for refining asset management. This includes the implementation of asset classifications, the establishment of protocols for creating new assets, meter creation and data analysis, as well as asset decommissioning. This holistic approach will contribute to the development of a well-defined Asset Lifecycle.
- **Single Sign-On (SSO) for Maximo and MxMobile:** By implementing Single Sign-On, the login experience for both Maximo and MxMobile will be streamlined and more user-friendly. Additionally, this enhancement will contribute to bolstering security measures.
- **Exploration of Integration with RTAA Tyler Munis Inventory and Purchasing Systems:** This initiative aims to establish integration between Maximo and RTAA's Tyler Munis Inventory and Purchasing systems. This integration would enable a more comprehensive view of work order costs and enhance the coordination of materials purchasing in alignment with work orders.
- **Expansion of Job Plans and Routes Utilization:** The plan involves deepening the understanding of Maximo's capabilities and transitioning from existing "work arounds" to utilizing dedicated Maximo applications, particularly in the context of Job Plans and Routes.
- **Mobile Solution Development:** Following suggestions from RTAA, improvements to the Mobile application are in the pipeline. These enhancements will ensure that essential data identified by RTAA is readily accessible on the MxMobile MxWork screens, ultimately leading to an enhanced user experience.

- **Additional Support and Project Management:** As our project continues to progress, it's anticipated that further possibilities for improvement may come to light. This aspect of the project is designed to offer a mechanism for integrating any additional opportunities to enhance the functionality of both Maximo and MxMobile.

Through the pursuit of these enhancements, we aim to leverage the full potential of Maximo, optimizing its capabilities to align with the evolving needs of RTAA. This strategic approach will ensure that Maximo remains a pivotal tool in our operational toolkit, contributing significantly to the overall efficiency and effectiveness of our endeavors.

### **FISCAL IMPACT**

The Maximo Phase II project will be executed based on a Time and Materials arrangement, with monthly billing corresponding to the hours expended. This initiative has received approval as a capital item within the 2023-24 fiscal year budget, with a total allocation of \$174,088. Once approved, work is set to commence promptly and will be finalized well before the conclusion of the fiscal year.

Project costs are as follows. The billing rate is \$185 per hour.

Item	Estimated hours	Cost
Service Requests for Airport Operations	100	\$ 18,500
Asset Definitions	120	\$ 22,200
SSO for Maximo and MxMobile	32	\$ 5,920
Exploration of Integration with the RTAA Tyler Munis Inventory and Purchasing systems	160	\$ 29,600
Expansion of using Job Plans and Routes	80	\$ 14,800
Mobile Solution Development	40	\$ 7,400
Additional Support and Project Management	200	\$ 37,000
MaaS Solution MaintReq Requester Annual Fee		\$ 7,200
Sub-Total:	732	\$142,620
Contingency for travel and other project related expenses		\$ 31,468
Total:		\$174,088

### **COMMITTEE COORDINATION**

Finance and Business Development Committee

### **PROPOSED MOTION**

“Move to authorize the President/CEO to execute a Professional Services Agreement with JFC & Associates to perform the IBM Maximo Phase 2 Enhancements for \$142,620 with a contingency amount for travel or other project related expenses of \$31,468 for total project amount of \$174,088.”

# Board Memorandum

09/2023-59

## In Preparation for the Regular Board Meeting on September 14, 2023

**Subject:** Request for authorization to execute a multi-year Professional Services Agreement for Construction Manager at Risk Pre-construction Services with Holder / Q&D Joint Venture for the New Gen B&C Project at Reno-Tahoe International Airport in the not-to-exceed amount of \$2,745,000

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### STAFF RECOMMENDATION

Staff recommends that the Board adopt the Proposed Motion stated below.

### BACKGROUND

This is the first of several contracts necessary to accomplish the new concourse construction which the Board recently approved, in concept. Pre-construction services are required during the design and early construction phases of the New Gen B&C project.

The purpose of the Construction Manager at Risk (CMAR) Pre-construction Services is for the CMAR to work hand-in-hand with the Architect throughout the design phase of the New Gen B&C project(s).

The selection process was as follows:

- A formal request for proposal (RFP) was released May 9, 2023 and a pre-proposal meeting held on site with interested parties May 19, 2023.
- Statements of Qualifications (SOQs) were due June 21, 2023 and RTAA received 4 SOQs from qualified firms.
- SOQs were reviewed by the selection committee and 2 firms were shortlisted for interview.
- Both firms were interviewed on August 7, 2023
- The selection committee consisted of 3 RTAA employees, 1 Board of Trustees Member and the AAAC Representative.
- One firm was unanimously selected as the most responsive and best qualified.

### DISCUSSION

The pre-construction services contract is to engage the CMAR to work hand-in-hand with the Architect (Gensler) throughout the design phase of the New Gen B&C projects: Concourses B & C, South Remain Overnight Apron and Central Utility Plant; with a view to ultimately provide multiple Guaranteed Maximum Price (GMP) amendments for the actual construction costs.

As noted above, the period of time for pre-construction services represents the design and early construction phases of the New Gen B&C project.

The scope of work in this pre-construction phase is for the CMAR to provide the following services:

- Phasing of construction, working closely with the architect to plan out the most efficient, least disruptive means of building the components.
- Constructability reviews of documents as design progresses
- Construction cost estimating and validation or reconciliation of budgets
- Developing a strategic procurement plan
- Subcontractor outreach and education
- Value engineering
- Critical path scheduling
- Providing regular updates and report to RTAA

#### **FISCAL IMPACT**

The successful CMAR submitted a pre-construction services cost proposal in the amount of \$2,745,000.

#### **COMMITTEE COORDINATION**

Planning and Construction Committee

#### **PROPOSED MOTION**

“Move to authorize the President/CEO to execute a multi-year Professional Services Agreement for Construction Manager at Risk Pre-construction Services with Holder / Q&D Joint Venture for the New Gen B&C Project at Reno-Tahoe International Airport in the amount of \$2,745,000.

# Board Memorandum

09/2023-60

## In Preparation of the Regular Board Meeting on September 14, 2023

**Subject:** Request for authorization to accept a pending FAA Voluntary Airport Low Emissions, Airport Improvement Grant Offer, and upon acceptance, execute a Construction Contract for the Pre-Conditioned Air and Ground Power Unit Replacement Project at the Reno-Tahoe International Airport, with Q&D Construction, LLC in the amount of \$6,903,768 and authorize an Owner's Contingency in the amount of \$200,000

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### STAFF RECOMMENDATION

Staff recommends approval of the Proposed Motion stated below.

### BACKGROUND

This item concerns the pending receipt of an FAA air pollutant reduction grant, and the application of those funds to an equipment upgrade project.

The FAA's Voluntary Airport Low Emissions (VALE) program is a national program designed to reduce all sources of airport ground emissions. The VALE grants are for commercial airports located in compromised air quality areas of the country to help airport sponsors meet their state-related air quality responsibilities under the Clean Air Act. The RTAA has applied for and will receive VALE grant funds to replace pre-conditioned air (PCA) equipment and ground power units (GPUs) at each of the RNO passenger boarding bridges. The existing PCAs and GPUs were originally installed between 2004 and 2007 and will be between 17 and 20 years old at the time of replacement. They are at or near their end of life. Refrigerant and parts costs have increased substantially. The replacement units will use new, safer refrigerants, have readily available parts, and use less power. As part of the VALE project, electrical submeters will be installed on all Passenger Boarding Bridges, PCAs, and GPUs to allow tracking and billing for electrical usage, if deemed appropriate in the future.

### DISCUSSION

Each of the 23 existing passenger boarding bridges have a PCA and a GPU on them. The PCA is a system to introduce fresh conditioned air into the aircraft cabin while the aircraft is parked at the gate. The air is filtered, heated, or cooled and moisture is removed prior to the delivery to the aircraft. They are similar to large air conditioners that heat and cool the air for the aircraft. The GPU is a device attached to the passenger boarding bridge that provides electrical power to aircraft while they are on the ground at their gate. The electricity is used to run the lights, air conditioning, avionics, maintenance, cleaning, and other activities. The new PCAs and GPUs are attached to the

passenger boarding bridges and will be relocated to the new concourses for the New Gen B&C project.

The VALE program is a national program designed to reduce all sources of airport ground emissions. The VALE grants are for commercial airports located in compromised air quality areas of the country to help airport sponsors meet their state-related air quality responsibilities under the Clean Air Act. The application for the grant must show a reduction in emissions for the benefit of the local air quality.

The VALE PCA and GPU Replacement Project was advertised on February 22, 2023. A mandatory pre bid was held on March 3, 2023; 5 contractors attended. Bids were opened on April 17, 2023. One responsive bid was received by Q&D Construction, LLC. See Table 1 for a summary.

**Table 1 – Bid Recap**

Description	Cost
Engineer's Estimate (based on Pre-application)	\$6,622,000
Q&D Construction	\$6,903,768

Q & D Construction, LLC, a local general contractor, has completed projects throughout Nevada, California, and many west coast states. Their commercial project experience includes airport terminals, airport expansion projects, warehousing, commercial, retail, medical, and civil work. They have successfully completed numerous projects for the RTAA over the past 20 years. Q&D employs approximately 600 – 900 employees depending on workload.

### **FISCAL IMPACT**

The FAA VALE Grant is for the replacement of 23 PCAs and 23 GPUs. The grant reimburses the RTAA with 93.75% of the construction costs, with the RTAA paying the remaining 6.25% cost. The VALE AIP grants are for commercial airports. RNO entitlements and discretionary allotments are not affected by acceptance of a VALE grant. The final application has been approved by the FAA. Summary is given below in Table 2:

**Table 2 – Costs & Funding**

Description	Cost	Primary Funding Source
Design Fees	\$86,000	RTAA 2021-22 CIP
Application Fees	\$34,900	RTAA 2021-22 CIP
Other Direct Cost	\$10,000	FAA AIP VALE Grant
<b>Construction</b>	<b>\$6,903,768</b>	<b>FAA AIP VALE Grant</b>
Project Inspection Fees	\$270,000	FAA AIP VALE Grant
Demolition	(\$217,034)	Not eligible
Total Grant Eligible	\$7,087,634	-

Grant Portions		
FAA AIP VALE Grant Portion	\$6,644,657	FAA AIP VALE Grant
RTAA Grant Portion	\$442,977	General Fund
Total	\$7,087,634	-
RTAA O&M		
Demolition	\$217,034	General Fund
<b>Owner's Contingence</b>	<b>\$200,000</b>	<b>General Fund</b>
RTAA Total O&M	\$417,034	General Fund
Total Project Costs		
Total Project Cost	\$7,504,668	-
FAA AIP Vale Grant Portion	\$6,644,657	FAA AIP VALE Grant
RTAA Portion	\$860,011	General Fund

**COMMITTEE COORDINATION**

Planning and Construction Committee

**PROPOSED MOTION**

“Move to authorize the President/CEO to accept a pending FAA Voluntary Airport Low Emissions, Airport Improvement Grant offer, and upon acceptance of the grant, execute a Construction Contract for the Pre-Conditioned Air and Ground Power Unit Replacement Project at the Reno-Tahoe International Airport, with Q&D Construction, LLC in the amount of \$6,903,768 and authorize an Owner's Contingency in the amount of \$200,000”.

# Board Memorandum

09/2023-61

**In Preparation for the Regular Board Meeting on September 14, 2023**

**Subject:** Request for authorization to execute an agreement with Incline Technologies Consulting and Services in the amount of \$409,483.00 for modernization and unification of the physical access control system and airport badging system with a contingency amount of \$15,517.00 for infrastructure or other items as deemed necessary by the RTAA IT department leadership for a project total of \$425,000

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## STAFF RECOMMENDATION

Staff recommends approval of the Proposed Motion stated below.

## BACKGROUND

The RTAA currently owns, operates, and maintains access control and video monitoring systems to ensure that entry into secure spaces is strictly controlled and monitored. These systems are required for the airport to meet its obligations in its Transportation Security Administration (TSA) Part 1542 Airport Security Program.

To accomplish this, the RTAA employs 374 dual-factor access control keypads on secured doors and vehicular gates, and over 450 cameras throughout the RNO and RTS airport properties. Individuals desiring to gain access to secured areas are required to present an airport-issued identification badge and to enter a Personal Identification Number (PIN) at an appropriate access control keypad. The information gathered by the keypad is compared to the Lenel software application security database to determine if access can be granted at that door. The Lenel application was installed in the 2009 and when installed controlled both access control and video monitoring until 2016 when a video management software, Genetec Security Center, was installed and video surveillance management was migrated to the Genetec software.

The current process to issue an airport-identification badge is labor intensive and requires data entry of an applicant's information into multiple systems. The entire badging process is regulated by TSA and staff would like to move away from the reliance on manual entry of critical data to better ensure compliance with these regulations. Converting the badge issuance part of access control to the Genetec system will also allow for the move to electronic records, which will better safeguard sensitive information that the airport is required to store.

## DISCUSSION

The access control keypads are connected to circuit boards that were installed in 2009. These circuit boards have now reached their end of life. Unfortunately, these older circuit boards lack the

capability to facilitate encrypted communications or other features that are integral to a contemporary and secure Physical Access Control System (PACS).

The possibility of upgrading both the circuit boards and the Lenel application was examined. After careful evaluation, it has been concluded that due to the advanced age of the circuit boards, the most effective approach is to replace around 236 obsolete circuit boards along with their corresponding components. Additionally, it is recommended to enlist the expertise of professional services to integrate identity management and airport identification badge issuance through the utilization of the Genetec Security Center. This comprehensive solution enhances the entire application, spanning from the badge issuance procedure to monitoring efficiency, and contributes to an improved overall security stance. This approach also leads to increased monitoring efficiency, reduced support demands, and decreased training duration.

This is exempt from competitive bidding pursuant to Nevada Revised Statue 332.115 for the sole-source acquisition of computer hardware, software and maintenance.

Incline Technologies Consulting and Services has been chosen for this project. Incline Technologies is a local minority-owned and certified emerging small business that provides technology consulting and services to airports and other critical infrastructure organizations. RTAA is currently engaged with Incline Technologies to support the Lenel and Genetec applications and the associated infrastructure. With Incline Technologies experience with these applications and knowledge of RTAA and airport processes, we are confident we will have a successful partnership on this project.

#### **FISCAL IMPACT**

Incline Technologies submitted a proposal of \$409,483.00 for all hardware and professional services to replace the associated hardware and implement the enhancements in Genetec to manage the airport-issued identification badge process with an estimated 120-day implementation timeline. A contingency amount of \$15,517.00 is included in the budget for infrastructure or other items deemed necessary by RTAA IT department leadership.

Annual on-going operating expense for software licensing and support is \$74,672.00 and is included in the current fiscal year budget.

This is an approved capital budget item in the amount of \$425,000.

Description	Amount
One-time Licensing	\$ 40,637.00
Equipment	\$ 220,068.00
Professional Services	\$ 148,778.00
Contingency	\$ 15,517.00
Total:	\$ 425,000.00

#### **COMMITTEE COORDINATION**

Finance and Business Development Committee

**PROPOSED MOTION**

“Move to authorize the President/CEO to execute an agreement with Incline Technologies Consulting and Services in the amount of \$409,483.00 for modernization and unification of the physical access control system and airport badging system with a contingency amount of \$15,517.00 for infrastructure or other items as deemed necessary by the RTAA IT department leadership for a project total of \$425,000.”

# Board Memorandum

09/2023-62

**In Preparation for the Regular Board Meeting on September 14, 2023**

**Subject:** Request for authorization to execute a five-year Operations and Maintenance Service Agreement and the associated Master Services Agreement with SITA Information Networking Computing USA Inc. for the SITA Flex Hybrid, Check-in Kiosks, Information Display System, Public Address System, and Airport Management System Operations Manager services for the five-year total for all services of \$1,313,340

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## STAFF RECOMMENDATION

Staff recommends approval of the Proposed Motion stated below.

## BACKGROUND

The Reno-Tahoe International Airport (RNO) has successfully integrated a range of applications from SITA to enhance both passenger and airline experiences. These include:

- The Flex Hybrid Common Use Passenger Processing System (CUPPS), which enables versatile utilization of gates and ticket counters.
- Common Use Self-Service (CUSS) kiosks for efficient self-service operations.
- The Flight Information Display System (FIDS) utilized to relay accurate flight information.
- Public Address (PA) systems facilitating verbal announcements.
- The Airport Management System (AMS) Operations Manager, a comprehensive tool for overseeing gate, ticket counter, and baggage carousel assignments. This is complemented by an advanced Airport Operational Database (AODB).

The procurement of these applications and associated operational and maintenance costs has been sanctioned through authoritative decisions, whether by the board or administrative bodies, at the time of installation.

Presently, our staff is responsible for managing distinct service agreements tied to each of these applications, with varying renewal and expiration dates. Our strategic intent is to continue employing these applications for a minimum of the next five years.

Subsequent to the most recent board resolution in February 2023, which endorsed the implementation of the AMS, our team has initiated collaboration with SITA related to the various support agreements. The goal is to formulate a comprehensive proposal aimed at combining the service agreements for these applications. This combination will culminate in a unified Operations and Maintenance Service Agreement, accompanied by an updated Master Services Agreement.

**DISCUSSION**

The purpose of this action is to seek authorization for a fresh five-year agreement that aims to consolidate and align all existing service agreements pertaining to the installed applications. This initiative is designed to enhance operational efficiency and administrative oversight through the utilization of a unified contractual framework. Within this comprehensive agreement, notable enhancements include an 8% reduction in the Information Display fee. While the fees for the Flex Hybrid and Operations Manager agreements remain unaltered, it's important to note that these rates are fixed for the duration of the agreement. In the event of the incorporation of supplementary services, the monthly expenses will proportionally adjust. Your consideration and approval of this proposal are sincerely appreciated.

SITA is a multinational information technology company providing IT and telecommunication services to the air transport industry. Founded in 1949 and based in Geneva, Switzerland, the company provides its services to around 2,500 customers worldwide, which it claims includes about 90% of the world's airline business. Revenue is reported at \$1.80 billion. The RNO account management is supported from the Oakland, California office.

**FISCAL IMPACT**

The individual support agreements are already budgeted in the current and planned for future fiscal year operating budgets. Cost are as follows:

Item	Monthly Cost	5 year total
Flex Hybrid/Check-in Kiosk	\$10,283	\$ 616,980
Information Display/Public Address	\$ 6,473	\$ 388,380
Operations Manager	\$ 5,133	\$ 307,980
Total:	\$21,899	\$1,313,340

**COMMITTEE COORDINATION**

Finance and Business Development Committee

**PROPOSED MOTION**

“Move to authorize the President/CEO to execute a five-year Operations and Maintenance Service Agreement and the associated Master Services Agreement with SITA Information Networking Computing USA Inc. for the SITA Flex Hybrid, Check-in Kiosks, Information Display System, Public Address System, and Airport Management System Operations Manager services for the five-year total for all services of \$1,313,340.”

# Board Memorandum

09/2023-63

**In Preparation for the Regular Board Meeting on September 14, 2023**

**Subject:** Request for authorization to extend the Facility Maintenance Management Service Agreement with MVI Services, LLC, for the Reno-Tahoe International Airport Rental Car Quick Turnaround Area and Rental Car Ready-Return for a term of five-years or until the new consolidated rental car facility opens and authorize use of Customer Facility Charges for the contract value Not-to-Exceed amount of \$3,330,920 plus a Reno-Tahoe Airport Authority Contingency in the amount of \$333,092, for a not-to-exceed total of \$3,664,012

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## STAFF RECOMMENDATION

Staff recommends that the Board adopt the Proposed Motion stated below.

## BACKGROUND

The purpose of this item is to extend an agreement for the operation of the existing rental car quick turnaround facility until a new facility can be constructed, as part of the Consolidated Rental Car Facility project.

The RTAA completed an update to the Master Plan for RNO in 2019. A key finding of the RNO Master Plan was the need for additional public parking and additional space to support growth of rental car operations. The preferred alternative in the RNO Master Plan anticipated construction of a Consolidated Rental Car Facility (CONRAC) during the next five years. A CONRAC typically includes all components of a rental car operation such as vehicle return/selection, storage, cleaning, fueling, and customer check-in counter. A CONRAC will allow the current RTAA owned Quick Turnaround area (QTA) and Ready-Return (together Facilities) to be relocated, freeing up public parking space to accommodate current and future forecasted demand at RNO.

The RTAA and Avis Budget Car Rental, LLC, DTG Operations, Inc. d/b/a Dollar Rent A Car, Enterprise Leasing Company d/b/a Enterprise Rent-A-Car, The Hertz Corporation, and Vanguard Car Rental USA (collectively, the Members) are currently engaged with a third-party vendor for the design and development of a Ground Transportation Center (GTC) which will include a new CONRAC. Due to various circumstances and ongoing negotiations, the opening date is now anticipated in winter of 2027.

Until the new CONRAC is operational, the existing RTAA-owned Facilities need to be maintained for continued Member operations. The existing Facilities occupy two adjacent sites at RNO as depicted in the attached **Exhibit A**. The QTA is located immediately north of the RTAA's public parking garage and occupies an 11,174 square foot (sf) building housing five high-volume

commercial drive-thru car wash bays, break rooms, restrooms, office and storage areas, and a 13,200 sf canopy sheltering 10 vacuum positions, air compressor and fuel pumping equipment. The area directly south of the canopy is a paved and striped lot utilized as a queuing system for vehicles. Concrete pads on the north (exit) side of each car wash bay are heated to prevent ice buildup in cooler months. The Ready-Return area is located on an adjacent site south of the QTA, the northern ground floor of the RNO parking structure. This area contains parking for 398 vehicles plus drive lanes. Space is allocated to each rental car agency per their existing facility rental agreements. Each agency has a booth or booths housing staff, equipment, and office supplies.

In order to effectively maintain the Facilities, management services are contracted out to a third party experienced in the maintenance and repair of high-volume car rental service facilities. The scope of work of the management agreement includes but is not limited to repair and maintenance of car wash bays and associated equipment, fueling island systems and equipment, and parking lot surfaces and structures. A designated onsite manager is responsible for identifying all repairs critical to the demands of a rental car operation and overseeing subcontractors responsible for various services including janitorial and snow removal.

The Facilities were managed by CB Richard Ellis (CBRE) from 2009 through 2018. Due to increasing maintenance and repair costs associated primarily with the QTA car wash equipment in FY 18/19, the RTAA contracted with Whitewater Solutions to complete a Rental Fleet Car Wash Audit. The Audit thoroughly examined all aspects of the car wash facilities and recommended several repairs critical to maintaining integrity of the systems. The audit resulted in a recommendation to conduct a solicitation for maintenance and management services due to the increased needs and associated costs.

Request for Qualifications (RFQ) #19/20-03 for Facility Maintenance Management Services was advertised in August 2019 for calendar three years, 2020-2022, with the option to extend for calendar years 2023, 2024 and 2025. This term was structured with the intent to expire coincident with the expected opening of the new CONRAC facility at RNO, which would provide for a new QTA and Ready-Return.

As a result of the solicitation process, the RTAA entered into a Professional Services Agreement (PSA) with MVI in November 2019. The submitted scope of work detailed processes that MVI would use to implement a successful maintenance plan including systems of detailed inspections and reports, preventative maintenance schedules for critical facility systems and equipment, snow and ice removal plans, emergency response procedures, and fire and life safety protocol. Performance measures were also included, allowing the Members and RTAA staff to monitor MVI's compliance with the PSA.

On October 22, 2020, the GTC project process was paused to further evaluate key components of the location, scope and feasibility, which was further impacted by the COVID-19 pandemic. This pause resulted in a delay in the opening of the GTC, which was originally expected to open in 2025 requiring the existing Facilities to remain operational longer than anticipated in the 2019 solicitation process.

## **DISCUSSION**

The purpose of this action is to extend the maintenance Agreement for the QTA and rental car Ready-Return at RNO with MVI for five years, which includes the three 1-year options from MVI's initial agreement. The initial term period was for three years, with three 1-year options to extend and was intended to coincide with the initial anticipated GTC opening date.

The initial three-year agreement ended on December 31, 2022. This action will retroactively put the agreement in place, effective January 1, 2023, for services already rendered and allow for continued service for the five-year term or upon opening of the GTC. This will allow continued maintenance and operation of existing Facilities until a new GTC is built or allow RTAA time to prepare for the bid process if a GTC is not built.

This action will also authorize the use of CFC funds for continued maintenance as outlined in the Contract Extension Budget table on the following page. A contingency for RTAA staff to use during this contract term is included to accommodate the aging facility repair costs that cannot always be anticipated or budgeted for in advance.

The total proposed agreement extension is for five (5) calendar years or until opening of the GTC, whichever comes first. GTC is anticipated to open late 2027.

In summary, the key business terms for the Agreement with MVI are as follows:

- Term: Five-years (effective January 1, 2023)
- Covers: facility management, maintenance, repair and supplies for QTA and Ready-Return facility
- Funding Source: Customer Facility Charges (CFC's)
- Reporting: MVI to provide quarterly financial and operational reports to RTAA

This action is in support of the RTAA's Facilities for the Future and Customer Experience Strategic Priorities, as identified in the RTAA FY 2024-2028 Strategic Plan.

## **FISCAL IMPACT**

The Agreement extension will yield a first-year fiscal impact of \$609,406, which will be funded via CFCs, if approved. This amount represents an annual budget increase of \$104,155 from the previous year, CY2022. The increase can be attributed to additional items in need of repair and cost increases due to inflationary pressures.

This Agreement will be funded through CFCs. The current CFC balance, as of June 30, 2023 is \$16,705,079. The FY 2024 CFC revenue collection forecast is \$9,573,000.

The estimated yearly impact to CFC's as a result of the Agreement is outlined on the following page:

**Table 1 – Contract Extension Budget**

	Year 1 (CY2023)	Year 2 (CY2024)	Year 3 (CY2025)	Year 4 (CY2026)	Year 5 (CY2027)	Total
Proposed Budget	\$609,406	\$650,515	\$670,031	\$690,132	\$710,836	\$3,330,920
RTAA's Contingency (10%)	\$60,941	\$65,052	\$67,003	\$69,013	\$71,084	\$333,092
<b>Total Impact to CFCs</b>	<b>\$670,347</b>	<b>\$715,567</b>	<b>\$737,034</b>	<b>\$759,145</b>	<b>\$781,920</b>	<b>\$3,664,012</b>

A contingency in the amount of \$333,092 is requested to ensure the RTAA can use CFCs to accommodate the unanticipated expenses. The aging facility has resulted in unforeseen expenses over the past several years, so this amount is intended to allow RTAA staff to make minor adjustments over the agreement term without causing a delay for unforeseen repairs of the QTA system. RTAA staff will consult with Members prior to approving changes to budgets. The actual budget overage for the past two years has averaged 10%. For example, in CY 2023, there is a variance of around \$90,000 due to a hard freeze of the car wash waterlines and other unanticipated emergency repairs to keep the system operational.

The increase in the budget of \$609,406 plus a contingency amount of \$333,092 totals a not to exceed budget amount of \$3,664,012 to fund the 5-year extension will be reflected in the mid-year budget forecast.

The RTAA and Members agree to the Contract Extension Budget and will be consulted if the Proposed Budget needs to be amended.

#### COMMITTEE COORDINATION

Finance and Business Development Committee

#### PROPOSED MOTION

“Move to authorize the President/CEO to extend the Facility Maintenance Management Service Agreement with MVI Services, LLC for the Rental Car Quick Turnaround Area and Rental Car Ready-Return at the Reno-Tahoe International Airport for a Term of five-years or until the new consolidated rental car facility opens, and authorize the use of Customer Facility Charges for the contract value Not-to-Exceed amount of \$3,330,920 with a Reno-Tahoe Airport Authority Contingency in the amount of \$333,092, for a Not-to-Exceed total of \$3,664,012.”

**Exhibit A**



# Board Memorandum

09/2023-64

## In Preparation for the Regular Board Meeting on September 14, 2023

**Subject:** Request for authorization to negotiate final terms and execute a Lease Agreement between A-Pro Collision Center, Inc. and the Reno-Tahoe Airport Authority for the premises at 2750 Vassar Street and 1200 Terminal Way for a term of five-years with one five-year option to extend for a minimum contract value of \$1,023,830

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### STAFF RECOMMENDATION

Staff recommends that the Board approve the motion stated below.

### BACKGROUND

This is a proposal to enter into a new, five-year lease with an existing tenant at an existing facility north of the Terminal on Terminal Way. The tenant is currently holding over under a month-to-month lease arrangement. The proposed lease would generate revenue of approximately \$511,915 over the five-year term.

#### *The Leased Premises*

The RTAA acquired 1200 Terminal Way in January 1998. The property consists of approximately one acre with an 11,826 square foot commercial/warehouse building constructed in 1964. The building contains approximately 1,000 square feet of office space, two roll-up doors and one loading dock. Parking for the facility is located along the north and south sides of the building with capacity for approximately 25 vehicles. Pro Collision has leased 1200 Terminal Way since 2012.

In 2016, Pro Collision operations had outgrown the Terminal Way facility. To accommodate its growing business, the owner expressed a desire to obtain additional warehouse space for auto body work preparation, vehicle storage, and the restoration of classic cars. The 9,266 square feet of space available at 2750 Vassar Street met their expansion requirements. Therefore, in addition to the lease for 1200 Terminal Way, the RTAA entered into a second lease for A-Pro Collision, Inc., dba Pro Bumper Repair for 9,266 square feet of commercial space at the commercial building located at 2750 Vassar Street.

The commercial building located at 2750 Vassar Street (AVA 2 building) was acquired by the RTAA in 1991 as part of a 10-acre parcel of land fronting Vassar Street. The AVA 2 building is a 9,266 square foot one-story concrete block building built in 1964. Prior to RTAA ownership, the AVA 2 building was used as an automobile service repair garage.

The leased premises are depicted in the attached **Exhibit A**.

*Pro-Collision Background*

A-Pro Collision Center was founded in Big Bear, California under the name Bear Mountain Collision Center, by Tonia and Wayne Arriola in 2002. The Arriola's expanded the business into the northern Nevada market in 2013 with their 1200 Terminal Way location. Wayne Arriola is the current owner of Pro Collision, which continues to operate as a state-of-the-art body shop and collision center that is designated as a Geico Insurance-approved collision center. The business also has contracts to service vehicles insured by All State, Farmers, and Progressive, as well as vehicles owned by the Enterprise car rental brand families. The company currently employs 22 local employees and has invested extensively in equipment, tools and supplies for the facilities leased from the RTAA.

**DISCUSSION**

The purpose of this action is to enter into a single new agreement for the two facilities that Pro Collision leases. The existing leases are in month-to-month holdover, and staff would like to continue leasing the facilities to Pro-Collision. For ease of administration, Staff and Pro Collision desire to combine the two previous agreements into one. Pro Collision is an excellent tenant and has met all of their financial obligations to the RTAA in a timely fashion.

The total term of this action is for five (5) calendar years with an option to extend for five (5) additional calendar years at the sole discretion of the RTAA. The initial rent was set based on a survey of available comparable commercial properties within the Airport Submarket, as well as annual market rate adjustments over the term of the previous agreements.

This action is in support of the Reno-Tahoe Airport Authority (RTAA) Financial Stewardship Strategic Priority.

**FISCAL IMPACT**

This action has an estimated minimum fiscal impact of \$511,915 revenue over the five-year term. Should both parties agree to extend the agreement by five additional years, the estimated minimum contract value over the two five-year terms is \$1,023,830.

**COMMITTEE COORDINATION**

Finance and Business Development Committee

**PROPOSED MOTION**

“Move to authorize the President/CEO to negotiate final terms and execute a Lease Agreement between A-Pro Collision Center, Inc. and the Reno-Tahoe Airport Authority for the premises at 2750 Vassar Street and 1200 Terminal Way for a term of five-years with one five-year option to extend for a minimum contract value of \$1,023,830.”

## EXHIBIT A

LEASED PREMISES



# Board Memorandum

09/2023-65

In Preparation for the Regular Board Meeting on September 14, 2023

**Subject:** Request for approval of President/CEO Performance Goals and Measures for Fiscal Year 2023-2024

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## STAFF RECOMMENDATION

Staff recommends that the Board adopt the Proposed Motion stated below.

## BACKGROUND

Pursuant to Daren Griffin's contract, the Board is required to annually set the performance goals and the criteria against which the President/CEO's performance will be measured for the ensuing fiscal year. It is Mr. Griffin's performance with respect to these goals that provides the basis for the Board's award of a bonus, if any, beginning July 1, 2024.

## DISCUSSION

President/CEO Griffin, looking forward at upcoming projects and direction of the RTAA and in consultation with the Chair and Vice Chair, developed the attached Goals and Performance Measures for FY 2023/2024.

There are three primary goals, each with attendant measures. Each goal is weighted. Following the outlined goals, Mr. Griffin has listed "How" the goals will be accomplished. The proposed goals and measures reflect Mr. Griffin's priorities and vision for the organization based on his time with the RTAA.

A copy of the CEO Goals and Performance Measures for FY 23/24 is attached as **Exhibit A**. A copy of the CEO's employment agreement and amendment thereto are attached as **Exhibit B**.

## FISCAL IMPACT

There is no fiscal impact relative to the action to be taken by the Board at this time. The action to be taken is solely the setting of the goals and measures and attaching weights to those goals. At some point after July 1, 2024, the Board will be asked to consider a discretionary Bonus of up to 20% of Mr. Griffin's then applicable annual Base Salary and the amount of the Bonus, if any, shall be determined in the sole discretion of the Board based on Mr. Griffin's achievement of the approved Goals and Measures.

## COMMITTEE COORDINATION

None

**PROPOSED MOTION**

Move to approve the President/CEO's Goals and Performance Measures, together with the weight of each goal, for Fiscal Year (FY) 2023-2024.

**EXHIBIT A****RTAA President/CEO FY 23-24 Performance Goals and Measures**

<b>GOAL #1:</b>	
<b>Develop and Maintain Airport Infrastructure to Meet Current and Future Demand</b>	
<b>Weight: 40%</b>	<b>Strategic Plan Initiatives Priority Nos. 3, 4, 5, 6 and 8</b>
1.	<b>New Gen B &amp; C:</b> Oversee the design effort of the new Central Utility Plant (CUP), South Remain Overnight Apron (SRON) and 30% design of the replacement of Concourses B and C. Complete design of the CUP and SRON apron projects and the 30% design of the concourses for review by the RTAA. Secure Board approval of the Construction Manager at Risk contract for the entire project. Lead the effort to prepare and submit an RTAA grant application for the competitive Airport Terminal Program FAA grant program. Align local, state and federal officials in visible support for this application. Lead the advocacy effort inside the FAA for an award of significant grant funding for the project.
2.	<b>The HQ:</b> Secure Board approval for a 30% design contract for the new HQ and Police Station. Oversee the 30% design effort, and successfully identify a project scope that is financially achievable. Secure Board approval of a Construction Manager at Risk contract and 100% facility design.
3.	<b>Ticketing Hall Expansion:</b> Oversee the construction completion of the project and grand opening of the newly expanded and modernized ticketing hall. Ensure the significant public art component is delivered on-time and prominently featured in communication channels and efforts. Complete the inner roadway reconstruction, and oversee the outer roadway, canopy, and loop roadway sidewalk and public safety improvements.
4.	<b>The GTC:</b> Oversee the completion of negotiations for a master ground lease with the developer, advance the GTC to 100% design. Establish a not-to-exceed budget and obtain Board approval for Phase 3, Project Delivery, which includes P3 financial close, final agreement execution and authorization to proceed with full project construction.
5.	<b>Strategic Financial Efforts:</b> Assemble the RTAA financing team and prepare to issue our first series of MoreRNO bonds. This first series will fund design and construction phases of the New Gen B & C Project. The Finance & Administration Division will lead this effort by obtaining the services of RTAA's financial advisor, legal counsel, bond rating agencies, investment underwriters and a trustee/paying agent. The team will develop a specific plan, financing structure, bond rating approach, bond marketing and underwriting services. Targeting fall of 2024 for the initial issuance.
6.	<b>Reno-Stead Airport (RTS) Master Plan:</b> In preparation for a master plan update in FY24/25, oversee the effort to achieve FAA agreement on master plan scope of work and fee, identify funding source, determine any additional scope sought by RTAA not federally eligible, and prepare to advertise the proposal opportunity. Consider community participation opportunities, alignment with other regional planning efforts connected to RTS, and begin coordination efforts.
<b>GOAL #2:</b>	
<b>Maintain an Industry Leading Airport Operations and Public Safety Operation</b>	
<b>Weight: 30%</b>	<b>Strategic Plan Initiatives Priority Nos. 4, 6, 7 and 8</b>
1.	Oversee the Improvement in communication, cooperation and interoperability of all branches of the Operations and Public Safety division both internally and externally by conducting at minimum, quarterly training that involves all departments. Encouraging staff to take full advantage of training opportunities; training with local mutual aid agencies; and inspiring staff to pursue industry recognized certification such as AAAE's Certified Member status, Airport Certified Employee ACE- Law Enforcement Officer, ACE- Communications, ACE- Airfield Operations, or ACE- Security as appropriate.
2.	Oversee the Implementation of state-of-the-art technologies to improve operational readiness, response and oversight through common use (SITA Airport Management System), airfield management

	(Aerosimple), Integrated access control (Genetec) and the installation of new Exit Lane Technology (Dormakaba).
3.	Fully execute on the creation of the new Aviation Compliance Department and to fully develop processes and procedures that ensure RTAA's compliance with regulatory documents including FAR Part 139 and TSR 1542 and the newly created Safety Management Systems (SMS) and Aviation Worker Screening programs.
<b>GOAL #3:</b> <b>Lead the Development of an Organizational Culture of High Performance and Inclusion</b>	
<b>Weight: 30%</b> <b>Strategic Plan Initiatives Priority Nos. 7 and 8</b>	
1.	<b>Diversity, Equity, and Inclusion:</b> Work with Executive Team and a DEI facilitator to develop an operational plan to bolster DEI initiatives. Expected outcomes include the following: <ul style="list-style-type: none"> <li>1. Perform DEI awareness training for all management staff</li> <li>2. Update RTAA Diversity Plan</li> <li>3. Update Succession Planning with focus on diversity</li> </ul>
2.	<b>Performance Management:</b> Initiate a review of the RTAA performance management process and meet with representative stakeholders of management and employees to develop an updated model that provides timely feedback and assistance to help each employee be successful in their airport career. Initiate an updated Performance Management System in place by April 1, 2023 to start training with a go live date of July 1, 2023. Achieve Board approval of an update to the Management & CSP Guidelines that supports this update to the performance management system. Begin working with our bargaining groups to implement quarterly feedback model to all employees by July 1, 2024.
3.	<b>Air Service Development:</b> Collaborate with local, regional, and state economic development agencies, corporations, destination management organizations (DMOs), chambers of commerce, and businesses to understand current and future air service needs to support Northern Nevada's overall economic development and tourism initiatives. Lead the RTAA relationship with and provide key staff to guide support of air service development. Advise and lead regional air service development efforts, including the Regional Air Service Corporation (RASC) and Reno-Sparks Convention and Visitors Authority (RSCVA)'s air service development support by identifying air service marketing goals and opportunities. Set air service marketing vision and strategy, align the air service staff and the organization on a rolling 5-year air service strategic plan with an annual roadmap and marketing plan. Represent RTAA to all airlines, manage strategic relationships with airlines, regional agencies, and other community stakeholders to grow airport revenue and continue to be a successful economic engine to the Northern Nevada region.

**EXHIBIT B**

**EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** ("Agreement") is entered this 30<sup>th</sup> day of July, 2020, by and between the Reno-Tahoe Airport Authority ("RTAA"), a quasi-municipal corporation (hereinafter called "Employer"), and Daren Griffin (hereinafter called "Employee").

**WITNESSETH :**

**WHEREAS**, Employer is a quasi-municipal corporation;

**WHEREAS**, Employer desires to employ Employee as its President/CEO on the following terms and conditions;

**WHEREAS**, Employee desires to accept such employment with Employer on the following terms and conditions;

**NOW, THEREFORE**, Employee and Employer, each in consideration of the covenants and mutual agreements herein contained, agree as follows:

**1. SERVICES TO BE PERFORMED**

Employer hereby employs Employee, and Employee hereby accepts employment by the Employer, as Employer's President/CEO with full authority for the management of Employer's affairs including without limitation those duties, services and requirements set forth in the Employer's bylaws, and subject to the limitations specified by statute, ordinance, regulation, resolution and action of Employer's Board of Trustees ("Board") or other governing documents of Employer. A job description for the President/CEO position is attached hereto as Exhibit "A." Employee agrees that during the term of this Agreement Employee will devote his best efforts to Employer, and shall faithfully and to the best of Employee's skill and ability perform such executive, managerial or administrative duties as Employer may specify from time to time, and shall at all times diligently and loyally serve and endeavor to further the interests of Employer. Employee acknowledges and understands Employer's Board shall be responsible for, without limitation, establishing policy for the direction and operation of Employer.

**2. TERM**

The term ("Term") of this Agreement shall be for a period of five (5) years, commencing on August 3, 2020 and shall remain in effect until August 2, 2025 or until terminated by either party.

**Notwithstanding the above and except as specifically set forth below, the parties recognize that Employee is an "AT WILL" employee and serves at the pleasure of the Board in conformance with By-Law #9170 of the Reno-Tahoe Airport Authority Bylaws of the Board of Trustees. This means that both the Board and/or Employee can terminate Employee's employment for any reason or for no reason, subject to the requirements of Section 4, below.**

### **3. SALARY AND BENEFITS**

**3.1 Salary.** Commencing August 3, 2020, Employer shall pay Employee an annual salary of Two Hundred and Eighty-five Thousand and no/100 (\$285,000.00)(the "Base Salary") in equal installments, less all applicable tax withholdings, on the regularly scheduled paydays of Employer.

**3.1.1 Salary Increases.** Employee shall be eligible for annual increases in the Salary in the sole discretion of Employer's Board.

**3.1.2 Bonus.** Employee may be eligible for a discretionary, non-mandatory cash bonus (the "Bonus") beginning July 1, 2021, (which bonus shall not be prorated to account for less than a full year's bonus provided Employee commences employment by September 1, 2020), and continuing on the same date each year thereafter during the Employee's employment under this Agreement as additional compensation for Employee's services rendered. The decision to award a Bonus shall be in the sole discretion of the Employer's Board. The Bonus, if any, shall be up to 10% of Employee's then applicable annual Base Salary and the amount of the Bonus, if any, shall be determined in the sole discretion of the Employer's Board of Trustees based on Employee's achievement of performance criteria and goals established by Employer's Board. Employee's performance for the purpose of determining the bonus will be reviewed on a fiscal year basis (FY2020/2021, FY2021/2022, FY 2022/2023, FY2023/2024 and FY2024/2025, respectively). Employee shall participate in the annual review and shall cooperate with reasonable requests made by the Board during the review process. The Bonus shall be subject to all applicable withholdings and similar taxes, and shall be paid within thirty days (30) after award.

**3.1.3 Relocation package.** Employee will receive a one-time relocation allowance not to exceed Twenty-Five Thousand Dollars (\$25,000.00) to cover expenses incurred by Employee related to relocating to the Reno/Sparks area from his current location for reasonable and customary relocation expenses, including movement of household goods; housing search trip for Employee and spouse/significant other; temporary lodging at prior and new residence not to exceed one month; temporary storage of household goods at prior and new residence not to exceed one month; transportation costs, meals, lodging and related expenses required to move Employee and dependents to new residence. Such expenses will be reimbursed with supporting receipts.

**3.1.4 Reimbursement of relocation allowance.** Should Employee resign or be terminated for cause within 12 months of start date, Employee will be required to repay within ninety (90) days of the resignation or termination, the full amount of the relocation allowance reimbursed to Employee.

**3.2 Benefits.** Employee shall be eligible for the following benefits:

**3.2.1 Insurance Coverage.** With respect to life insurance on Employee, Employee shall receive life insurance of two times Base Salary along with Five Thousand (\$5000.00) for Employee's spouse and One Thousand (\$1000.00) for each child of Employee.

**3.2.2 Auto Expense.** Employer shall pay Employee a monthly automobile allowance of Six Hundred Dollars (\$600.00) per month. Employee shall be responsible for all expenses incurred relating to the vehicle including but not limited to gas, maintenance, taxes, insurance, license fees and

registration. Such automobile shall be registered in the name of Employee, not Employer. Since Employee owns and/or maintains such automobile in his individual capacity, and not in his capacity as President/CEO of Employer, Employer assumes no liability with respect to this automobile, other than the monthly automobile allowance provided for by this Section 3.2.2

**3.2.3 Business Expenses.** Employer shall pay or reimburse Employee for all reasonable business and travel expenses incurred by Employee in performing the duties hereunder, subject to maintenance of appropriate documentation by Employee and review and approval by the Chairman or Vice-Chairman of Employer's Board. Business expenses, including professional dues and memberships, shall be paid or reimbursed in accordance with Employer's customary practices. Employee agrees to promptly submit any and all expenses to Employer for reimbursement, and to provide any documentation that Employer may request or require in order to substantiate the expense for which Employee seeks reimbursement. Employee understands that the failure to promptly submit such expenses for reimbursement, or to provide any documentation reasonably requested by Employer, may be grounds for the denial of reimbursement of an expense.

**3.2.4 Medical, Dental, Vision, Long-term Disability Insurance, Flexible 125 Plan Coverage, Deferred Compensation, and other Benefits.** Employee shall receive medical, prescription, dental, vision and long-term disability insurance at no expense to Employee. Covered, eligible dependents seeking health insurance will have their premiums paid at 85% by Employer. Employer will pay COBRA coverage premiums until Employee is eligible to participate in the Employer's health plan.

**3.2.5 Public Employees Retirement System (PERS) Contribution.** Employer shall pay 100% of the retirement contributions to the Nevada Public Employee's Retirement System (PERS) for Employee up to a salary cap set annually by PERS.

**3.2.6 Employer Contribution to Deferred Compensation Plan.** Employer has a 457 plan available to Employee upon the start of his employment. Employer shall make no contributions to the Deferred Compensation Plan.

**3.2.7 Workers' Compensation Insurance.** Employee is covered by Workers' Compensation Insurance as mandated by State law. Employer pays the full cost of this insurance.

**3.2.8 Employee Assistance Program.** Employee and his dependents are eligible for up to 10 "family" visits per year to an approved Employee Assistance Program provider at the expense of Employer, subject to any requirements imposed by Employer's benefits provider(s).

**3.2.9 Vacation Leave:** Employee shall be entitled to 19.5 days of vacation leave per year for the first five (5) years of service. Such vacation leave is accrued annually. If vacation leave accrual exceeds 520 hours at the end of the last pay period of any fiscal year, Employee will be paid for all vacation leave over this amount at that time.

**3.2.10 Sick Leave.** Employee shall be entitled to 15 days of sick leave per year. Such sick leave is accrued annually and is subject to unlimited accrual.

**3.2.11 Holiday Leave:** Employee shall be entitled to 13 Holidays per year in addition to vacation and sick leave

**3.2.12 Accrued Vacation Leave.** Employee shall be entitled to be compensated for all accrued but unused vacation but not Sick leave or Holiday leave at the conclusion of this Agreement at the Employee's then Base Salary.

**3.3 Tuition Reimbursement.** Employee is eligible for tuition reimbursement for courses related to his employment or development at Employer.

- Tuition reimbursement is available for normal and customary expenses (except fixed equipment) associated with a class, seminar, conference, certification program, or study course that is useful for the employee's current performance, but is not a minimum qualification for the position nor required to maintain acceptable job performance. The reimbursement is available for any course begun in a fiscal year up to a maximum of \$1,500. The Chairman of the Board of Trustees in coordination with the Vice-President of Human Resources will make the appropriate determination, in their sole discretion, as to allowable expenses when Employee requests pre-approval of a particular certification course or seminar.
- Any class, certification course, conference or seminar fees or other normal and customary charges paid for from scholarship, veteran's benefits, grants-in-aid, or other sources are not eligible for reimbursement. Reimbursement is only possible for programs of study that have been approved for tuition reimbursement in advance by the Chairman of the Board in coordination with the Director of Human Resources; attended, completed and/or passed (a grade of "C" or better or a Pass); taken from a recognized and/or accredited school, institution or professional association; and the employee has provided all necessary documentation about costs and successful attendance/completion.
- The program of study and all related work will normally be completed on the Employee's own time unless the Chairman of the Board has determined, in writing, before the course is approved, that the course would be of significant benefit for Employer. In this case, Employer may approve the use of limited work time release (up to three hours of paid work time) during the Employee's normal working hours.

Except as otherwise stated herein or required by applicable law, Employer has no obligation to establish any Fringe Benefit plan not in existence on the date hereof or to provide to Employee any benefit plan otherwise available to its exempt employees or Trustees. Any benefits not expressly included in this Agreement though they may be included in the Management Guidelines or other Employee benefit plans, including Gain-Share, are intentionally excluded.

## 4. TERMINATION

### 4.1 Termination for Cause.

**4.1.1 Generally.** Employer may immediately terminate this Agreement upon the occurrence of any of the following events in which case Employee shall only be eligible for those wages and benefits required to be paid by state law in effect at the time:

#### **4.1.1.1 Employee:**

- i. Is convicted of, or pleads guilty or *nolo contendere* to, a felony or any act amounting to embezzlement, fraud, or theft or involving moral turpitude (whether or not against Employer or another employee of Employer).
- ii. Is convicted of, or pleads guilty or *nolo contendere* to, in a court of competent jurisdiction, a felony resulting in death or substantial bodily or psychological harm to, or other act of moral turpitude harming, any person.
- iii. Engages in conduct demonstrably and materially injurious to the property, business, goodwill and reputation of Employer;
- iv. Commits serious work-related misconduct, including, but not limited to, gross negligence or intentional illegal conduct.
- v. Illegally uses narcotics or other controlled substances.
- vi. Intentionally injures or assaults any person in the course of his performance of services for Employer that is not justified under the circumstances.
- vii. Discloses to unauthorized persons confidential or propriety information relating to Employer, its governance, or operations.
- viii. Commits any act, which creates and unreasonably offensive work environment for employees or patrons of Employer.
- ix. Fails, after receiving thirty (30) days advance written notice from Employer, to cure any breach of this Agreement by Employee, including without limitation any violation of any policy or procedure of Employer, or any breach of statutory or common law duty
- x. Engages in conduct that constitutes a willful violation of the established written policies or procedures of TAA regarding the conduct of its employees, including policies regarding sexual harassment of employees and use of illegal drugs or substances.
- xi. Commits any unethical conduct in violation of Section 5.3.

**4.2. Termination upon Death.** This Agreement shall automatically terminate upon the death of Employee, and Employer shall not be obligated to pay the estate, family, heirs or any other person claiming under Employee any compensation or disability income for his services to Employer which would have been due to Employee after his death, except for accrued salary and vacation leave.

**4.3. Termination upon Disability**

**4.3.1 Definition.** "Disability" shall have the same meaning as the definition of "Disability" pursuant to any policy of disability insurance carried by Employer for the benefit of Employee in force at the time of such Disability, or, if no such disability policy of insurance is then in force, "Disability" shall mean the inability of Employee to provide ninety percent (90%) of the average level of time during a continuous three (3) month period ("Determination Period"), by reason of illness, accident or other mental or physical infirmity reasonably expected to be of indefinite duration, at the end of which Determination Period Employee shall be deemed to be Disabled.

**4.3.2 Termination upon Disability.** In the event Employer finds Employee to be Disabled, within the meaning of this Agreement, this Agreement shall automatically terminate as of the date Employee is deemed to be Disabled and Employer shall not be obligated to pay the Employee, or any other person claiming under Employee any compensation or disability income for his services to Employer except for accrued salary and vacation leave; however, any commercially funded disability insurance benefit shall continue to the extent provided under such insurance contract notwithstanding such termination. If Employer finds Employee not to be Disabled within the meaning of this Agreement, then the employment of Employee shall continue.

**4.4 Termination without Cause.**

**4.4.1 By Employer.** Employer may terminate this Agreement without cause, at any time. If such termination occurs Employer shall pay Employee severance in an amount equal to six (6) months of Employee's Base Salary along with all accrued, unused vacation leave.

**4.4.2 By Employee.** Employee may terminate this Agreement without cause at any time and Employer shall pay all accrued Base Salary and accrued, unused vacation leave through Employee's noticed termination date or upon such shorter notice as determined by the Employer's Board.

**4.5 Termination Activities**

Employee will assist in completing the separation checklist and exit interview and promptly return all RTAA issued equipment, keys, cards, identification badges, lockers, computers, vehicles, pagers, telephones and similar items to the appropriate official(s). Employee agrees that, upon termination of his employment for any reason, he will certify in writing that all data and property of Employer has been returned and not retained by Employee. Employee shall also complete all necessary forms so that the personnel action effecting the resignation or termination can be processed.

## **5. DUTIES AND OBLIGATIONS OF EMPLOYEE**

**5.1 Extent of Services.** Employee agrees that the duties and services to be performed by Employee shall be performed exclusively for Employer and that Employee serves at the direction and pleasure of the Board.

**5.2 Policies and Procedures.** In addition to the terms herein, Employee agrees to be bound by Employer's policies and procedures as they may be amended by Employer from time to time. In the event the terms in this Agreement conflict with Employer's policies and procedures, the terms herein shall take precedence. Employee acknowledges having read Employer's policies, procedures and manuals and agrees to abide by the same, including but not limited to Employer's policy of prohibiting personal use of Employer's credit cards.

**5.3 Ethical Conduct.** The parties agree that Employee shall perform the Services for Employer and shall conduct himself at all times in strict accordance with the ethical and professional standards of the Nevada State Ethics Commission and the provisions of the Nevada Ethics in Government Law. Should any of the aforementioned be violated Employer may terminate this Agreement by written notice of cancellation, which shall be effective immediately upon delivery to Employee.

**5.4 Compliance with Laws.** The parties agree that Employee shall perform the Services for Employer and shall conduct himself at all times in strict accordance with all applicable laws of the United States and the State of Nevada, and all rules, regulations, policies and criteria established by the Employer from time to time, relevant to Employee's performance of the Services.

## **6. INDEMNIFICATION**

Employer agrees to release and discharge Employee and shall indemnify, hold harmless and defend Employee against all liabilities, losses, demands, claims, accounts, actions and proceedings arising from acts or decisions made by Employee while performing the services for Employer to the fullest extent permitted by law, but not with respect to claims by Employer against Employee for acts of dishonesty, fraud, intentional misconduct, gross negligence, criminal acts or ultra vires acts. Employee agrees to release and discharge Employer, and shall hold harmless and indemnify Employer for all liabilities, losses, demands, claims, accounts, actions and proceedings arising or resulting from Employee breaching this Agreement for fraud or intentional illegal conduct.

## **7. MISCELLANEOUS**

**7.1 Assignment.** Except as otherwise provided herein, Employee may not and shall not assign any rights or delegate any duties under this Agreement.

**7.2 Notices.** All notices, demands, requests, and other communications required or permitted to be served on or given to either party by the other shall be in writing and shall be delivered personally or by United States mail, first class postage prepaid, certified or registered mail, return receipt requested. Notices shall be addressed as follows:

If to Employer:

If to Employee:

RTAA

Attn: Chairman of Board

**7.3 Confidentiality and Restrictive Covenants.** Employee recognizes that by reason of performing services for Employer, Employee will acquire confidential and proprietary information and trade secrets concerning the operation of Employer, the use or disclosure of which could cause Employer substantial and irreparable loss and harm that could not be readily calculated and for which no remedy at law would be adequate. Accordingly, Employee covenants and agrees with Employer that he will not at any time both during and after the term of this Agreement, directly or indirectly, disclose any secret or confidential information that he may learn, or, in performance of the services herein for or on behalf of Employer, use such information in a manner detrimental to the interests of Employer, except with the prior written consent of Employer or as such information: (1) is within the public domain or comes within the public domain without any breach of this Agreement or (2) was demonstrably known to Employee prior to the disclosure by the Employer provided that the source of such information is not known by the Employee to have been bound by any obligation of confidentiality or fiduciary duty to the Employer.

The term "confidential information" includes, without limitation, information not previously disclosed to the public or to the trade by Employer's management with respect to Employer or any products, facilities, methods, trade secrets and other intellectual property, software, source code, systems, procedures, manuals, confidential reports, financial information, business plans, prospects or opportunities with respect to Employer but shall exclude any information already in the public domain. Employee recognizes and agrees that all copyrights, trademarks, or other intellectual property rights to created works arising in any way from Employee's employment by Employer are the sole and exclusive property of Employer and agrees to not assert any such rights against Employer or any third-parties. Upon termination of this Agreement by either party for any reason, Employee will relinquish to Employer all documents, books, manuals, lists, records, publications or other writings, keys, credit cards, equipment, computer disks, and any other similar repositories of information or other articles that came into Employee's possession in connection with the employment for Employer and to maintain no copies or duplicates without the written approval of Employer's Board of Trustees. Employee agrees that, upon the termination of his employment for any reason, he will certify in writing that all such data has been returned to Employer and not retained by Employee

**7.4 Arbitration.** Except as otherwise provided herein, Employee and Employer agree that any disputes between Employee and Employer arising out of this Agreement, or the breach thereof, shall be resolved by an impartial arbitrator in the State of Nevada pursuant to the voluntary labor arbitration rules issued by the American Arbitration Association in effect in the State of Nevada at the date of the dispute. The award rendered by the arbitrator shall be conclusive and binding upon Employee and Employer. Each party shall pay its own expenses for the arbitration and the fees and expenses of the arbitrator shall be shared equally. This arbitration requirement shall also apply to, without limitation, all claims that could be brought by Employee at any time during or after the term of this Agreement under federal, state and local statutory or common law, including: the Age Discrimination in Employment Act; Title VII of the Civil Rights Act of 1964 (as amended); the Americans with Disabilities Act; the Fair Labor Standards Act; the Family Medical Leave Act; the Employee Polygraph Protection Act; the Employee Retirement Income Security Act; the National Labor Relations Act; any statutes or common

law regarding employment termination; any claims for wrongful discharge, wrongful arrest or imprisonment, harassment or discrimination, intentional or negligent infliction of emotional distress, invasion of right of privacy, or defamation. **Employee expressly acknowledges and agrees that, through this Section 7.4, he is waiving his right to a jury trial concerning the above claims.**

**7.5 Public Records.** Employee understands and agrees that, in light of Employer's status as a quasi-municipal corporation, certain records and/or information pertaining to Employee's employment may need to be publicly disclosed. Employee agrees that Employer may publicly disclose any information as may be required by law.

**7.6 Governing Law.** All rights and obligations hereunder shall be governed and construed in accordance with the laws of the State of Nevada, without reference to conflicts of law principles.

**7.7 Failure to Enforce.** The failure to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Agreement (or any part hereof) or the right of either party thereafter to enforce each and every provision of this Agreement.

**7.8 Captions.** The captions contained in this Agreement are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.

**7.9 Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all of which, when taken together, shall constitute one Agreement.

**7.10 Severability.** If any provision of this Agreement is held to be invalid or unenforceable by any judgment or decision of an administrative, arbitral or judicial tribunal, court or other body of a competent jurisdiction, the remainder of this Agreement shall not be affected by such judgment or decision, and the Agreement shall be carried out as nearly as possible according to its other provisions and intent.

**7.11 Entire Agreement.** This Agreement contains the entire understanding between Employee and Employer with respect to the subject matter of this Agreement and it supersedes any prior oral or written agreements and understandings between them. This Agreement may be modified only in writing signed by Employee and an authorized representative of Employer.

**7.12 Presumption.** This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

**7.13 Separate Counsel.** Each party has received the independent advice of its attorney prior to the execution of this Agreement. It is understood and agreed that the undersigned have not been influenced to any extent whatsoever in making this Agreement by any representative, agent or employee of an adverse party, or by any attorney, person or persons representing or employed by the undersigned, and that this Agreement is entered into freely, voluntarily and knowingly.


July 7, 2020. IN WITNESS WHEREOF, the parties have executed this Agreement effective as of 30<sup>th</sup>

"EMPLOYER"

RENO-TAHOE AIRPORT AUTHORITY

By:   
Jessica Sferrazza, Chairman

"EMPLOYEE"

By:   
Daren Griffin

## EXHIBIT A

### **PRESIDENT & CHIEF EXECUTIVE OFFICER - KEY RESPONSIBILITIES**

Under general direction of the Board of Trustees, the President & Chief Executive Officer is responsible for planning, organizing, directing and controlling all functions and activities of the two-airport system operated by the Reno-Tahoe Airport Authority. Major responsibilities, by category, include:

#### *Airport Operations, Security, and Maintenance*

- Monitors airport operations and takes action to enforce federal, state and local rules and regulations governing airport use and operations.
- Facilitates the provision of air transportation services to meet the demands of the area within the environmental constraints of the community for less noise.
- Coordinates ground-operating regulations, runway use and maintenance with Federal Aviation Administration (FAA) traffic controllers to maintain a safe operational climate.
- Ensures the Airport Emergency Plan (AEP) is complete and reviewed regularly and meets the requirement to provide for the safety of the employees and the traveling public.

#### *Finance & Administration*

- Directs staff in various aspects of budget development for the organization including establishing policies, recommending budgets, establishing control systems relative to budget management within each department, and keeping management staff and Board of Trustees informed of financial status on a regular basis.
- Maintains a self-supporting or surplus revenue status by applying good business management procedures.

#### *Planning, Construction and Environmental*

- Participates in the long and short-range planning of airport facilities by predicting aviation needs in order to formulate recommendations for major expansion programs and improvements of the airport.
- Defines, delivers, and oversees the implementation of airport plans to ensure the safe, secure, and efficient development of operations, and maintenance of the airport and related facilities.
- Enforces Federal, State, and local rules and regulations governing airport use outside the area of authority of the Federal Aviation Administration (FAA) and recommends or promulgates modifications in existing rules.
- Assists in the development of policies, procedures, and standards for the Airport Authority.
- Implements new concepts and innovations to improve airport operations.
- Directs or conducts special studies and reports, providing recommendations and substantive information for policy and decision-making.

#### *Communications & Community/Government Relations*

- Establishes and fosters liaison with key constituent groups to ensure that the Airport Authority's interests are coordinated with those of relevant stakeholders. Represents the Reno-Tahoe Airport Authority in the community, the industry and in governmental meetings.

## AMENDMENT TO EMPLOYMENT AGREEMENT

**THIS AMENDMENT** ("Amendment") is made effective on the date hereof to the employment agreement dated as of July 30, 2020 (the "Employment Agreement") by and between Reno-Tahoe Airport Authority ("RTAA"), a quasi-municipal corporation (hereinafter called "Employer"), and Daren Griffin (hereinafter called "Employee").

**WHEREAS**, Employee has been employed by the Employer pursuant to the terms of the Employment Agreement; and

**WHEREAS**, the parties desire to amend the Employment Agreement in accordance with the provisions of Section 7(11) of the Agreement.

**NOW, THEREFORE**, in consideration of the foregoing, of the mutual promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Employment Agreement and supersede the provisions of the Employment Agreement as follows:

1. The first sentence of Section 2 (Term) is amended such that the end of the term of the Employment Agreement is extended from August 2, 2025 to June 30, 2027 with an option to further extend the contract term for an additional 2 years or to and including June 30, 2029.

2. The Base Salary in Section 3.1 is increased commencing July 1, 2022, such that Employer shall then pay Employee an annual salary of Three Hundred and Fifty Thousand Dollars and No/100 Cents (\$350,000.00) in equal installments, less all applicable tax withholdings, on the regularly scheduled paydays of Employer.

3. The Bonus in Section 3.1.2 is amended such that the Bonus, if any, shall be up to 20% of Employee's then applicable annual Base Salary, instead of 10%. In addition, Section 3.1.2 is amended to clarify that Employee shall not receive a bonus under this Section 3.1.2 for the 2021/2022 fiscal year but is eligible for the discretionary, non-mandatory cash bonus for the 2022/2023 fiscal year and each fiscal year thereafter for the duration of the term based on Employee's individual performance, as outlined in Section 3.1.2 of the Employment Agreement, as well as Employer's performance relative to Board-agreed objectives.

4. A new Section 3.1.5 is added to the Employment Agreement to state as follows: "**Amendment Bonus.** Employer shall pay Employee 20% of his Base Salary for fiscal year 2021/2022 by June 30, 2022. The Amendment Bonus shall be subject to all applicable withholdings and similar taxes."

5. A new Section 3.1.6 is added to the Employment Agreement to state as follows: "**Retention Incentive Bonus.** Employer shall pay Employee a retention incentive bonus of One Hundred and Twenty Five Thousand Dollars and No/100 Cents (\$125,000.00), which shall accrue at a rate of Twenty Five Thousand Dollars and No/100 Cents (\$25,000.00) annually for five years, on June 30, 2027, provided that Employee is then employed by Employer and in good standing. The Retention Incentive Bonus shall be subject to all applicable withholdings and similar taxes."

6. Section 3.2.11 (Holiday Leave) is amended such that the Employee shall be entitled to 14 Holidays per year in addition to vacation and sick leave, instead of 13. The additional Holiday is Juneteenth.

7. Except as provided herein, all other terms and conditions of the Employment Agreement shall remain in full force and effect. Employee hereby agrees and acknowledges that the terms of this Amendment shall not trigger any rights of Employment under the Employment Agreement.

31<sup>st</sup> IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed this day of May, 2022.

**“EMPLOYER”**

**RENO-TAHOE AIRPORT AUTHORITY**

By: Shaun D. Carey  
Shaun Carey, Chairman

**“EMPLOYEE”**

By: Daren Griffin  
Daren Griffin