BOARD OF TRUSTEES

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



PRESIDENT/CEODaren Griffin, A.A.E.

CHIEF LEGAL COUNSEL

BOARD CLERK Lori Kolacek

Ian Whitlock

AGENDA

Board of Trustees Regular Meeting Thursday, September 19, 2024 | 8:00 AM Reno-Tahoe International Airport, 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:

Watch on Zoom: https://us02web.zoom.us/j/82275583396

Listen by Phone: Dial 1-669-900-6833 **Webinar ID:** 822 7558 3396

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 or by phone at (775) 328-6402. Translated materials and translation services are available upon request at no charge.

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. 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 3. https://notice.nv.gov/

Supporting Materials

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

1. INTRODUCTORY ITEMS

- 1.1 Pledge of Allegiance
- 1.2 Roll Call
- 2. PUBLIC COMMENT
- 3. APPROVAL OF AGENDA (For Possible Action)
- 4. APPROVAL OF MINUTES
- 4.1 August 8, 2024, Board of Trustees meeting
- 5. PRESIDENT/CEO REPORT
- 6. BOARD MEMBER REPORTS AND UPDATES
- 7. RECOGNITIONS AND ITEMS OF SPECIAL INTEREST
- 7.1 Great Basin Aviation Boot Camp
- 8. CONSENT ITEMS (All consent items may be approved together with a single motion, be taken out of order, and/or be heard and discussed individually.)
- 8.1 <u>Board Memo No. 09/2024-51</u> (For Possible Action): Review, discussion and potential approval of revised Permanent Committee appointments for fiscal year 2024-2025
- 8.2 <u>Board Memo No. 09/2024-49</u> (For Possible Action): Review, discussion and potential Authorization for the President/CEO to approve and ratify a single (1) change order 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 \$50,205 and a total cost of \$1,118,356

9. INFORMATION / POSSIBLE ACTION ITEMS

- 9.1 <u>Board Memo No. 09/2024-50</u> (For Possible Action): Review, discussion and potential adoption of an Inter-Local Agreement (ILA) with the City of Reno Fire Department to provide comprehensive fire protection services to the Reno-Tahoe Airport Authority
- 9.2 New Gen A&B 30% cost estimates (informational)
- 9.3 <u>Board Memo No. 09/2024-48</u> (For Possible Action): Review, discussion and potential authorization for the President/CEO to execute a Professional Services Agreement with Barich, Inc. for Information Technology Owner Liaison Review Services (ITOLRS) in the amount of \$471,685 commencing on approval through June 30, 2025

9.4 <u>Board Memo No. 09/2024-52</u> (For Possible Action): Review, discussion and potential approval of the President/CEO Performance Goals and Measures for FY2024-25

10. TRUSTEE COMMENTS AND REQUESTS

11. UPCOMING RTAA MEETINGS

DATE	MEETING
10/8/2024	Finance & Business Development Committee Meeting
	Planning & Construction Committee Meeting
10/10/2024	Board of Trustees Regular Meeting
11/12/2024	Finance & Business Development Committee Meeting
	Planning & Construction Committee Meeting
11/14/2024	Board of Trustees Regular Meeting
12/10/2024	Finance & Business Development Committee Meeting
	Planning & Construction Committee Meeting
12/12/2024	Board of Trustees Regular Meeting

12. PUBLIC COMMENT

13. ADJOURNMENT

BOARD OF TRUSTEES

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



PRESIDENT/CEO

Daren Griffin, A.A.E.

CHIEF LEGAL COUNSEL
Ian Whitlock

BOARD CLERK Lori Kolacek

--DRAFT--

AGENDA

Board of Trustees Regular Meeting Thursday, August 8, 2024 | 9:00 AM Reno-Tahoe International Airport, Reno, NV Administrative Offices, Second Floor

1. INTRODUCTORY ITEMS

Chair Cunningham called the meeting to order at 9:00 a.m. Chief Duarte led the Pledge. Roll was taken by the Clerk.

Members Present: Shaun Carey

Carol Chaplin

Jennifer Cunningham

Joel Grace Richard Jay Kitty Jung

Adam Kramer (by Zoom)

Art Sperber Cortney Young

2. PUBLIC COMMENT

Chair Cunningham called for public comment. There was none.

3. APPROVAL OF AGENDA (For Possible Action)

Motion: Move to approve the agenda as presented

Moved by: Kitty Jung Seconded by: Art Sperber

Aye: Trustees Carey, Chaplin, Cunningham, Grace, Jay, Jung, Kramer, Sperber, Young

Result: Passed unanimously

4. APPROVAL OF MINUTES

4.1 July 11, 2024, Board of Trustees meeting

Chair Cunningham asked if there were any corrections to the Minutes of July 11, 2024. Hearing none, the Minutes were approved as presented.

5. PRESIDENT/CEO REPORT

CEO Griffin briefed the Board on the following:
Airport passenger traffic
Tolles ribbon cutting event
GTC, NewGen A&B and Loop Road projects
Cyber Security Meeting in Las Vegas convened by Congressman Amodei
VIP visits
Upcoming Burning Man event

6. BOARD MEMBER REPORTS AND UPDATES

Chair Cunningham congratulated Trustee Jay on his election as Vice-President of the RSCVA Board of Directors.

7. INFORMATION / POSSIBLE ACTION ITEMS

7.1 <u>Board Memo No. 08/2024-43</u> (For Possible Action): Review, discussion and potential authorization for the President and CEO to negotiate final terms and execute a new 5-year Commercial Lease Agreement with two 2-year options to extend with Academy for Career Education (ACE) for 14,694 square feet of space at the commercial building located at 2800 Vassar Street for a minimum contract value of \$514,290

This item was presented by Brad Erger, Manager of Properties, and was first heard by the Finance & Business Development Committee on August 6, 2024. Mr. Erger introduced Bob Deruse, ACE Director, and Adam Nicely, ACE Principal, who addressed the Board. After discussion, the Board took the following action:

Motion: Authorize the President and CEO or his delegate to negotiate final terms and execute a new 5-year Commercial Lease Agreement with Academy for Career Education for 14,694 square feet of space at the commercial building located at 2800 Vassar Street

Moved by: Art Sperber Seconded by: Joel Grace

Aye: Trustees Carey, Chaplin, Cunningham, Grace, Jay, Jung, Kramer, Sperber, Young

Result: Passed unanimously

7.2 <u>Board Memo No. 08/2024-44 AND PUBLIC HEARING</u> (For Possible Action): Review, discussion and potential authorization to conduct a public hearing pursuant to Section 147(f) of the Internal Revenue Code concerning the proposed issuance of Reno-Tahoe Airport Authority Nevada Airport System Revenue Bonds in one or more series in the maximum aggregate principal amount of \$750,000,000

The Clerk was asked to confirm for the record, and did so confirm, that this Notice of Hearing was publically noticed. Chair Cunningham read her opening remarks and Randall Carlton gave a brief explanation of what to expect from this, and the following action item. Chair Cunningham opened the public hearing at 9:22 a.m. and members of the public were invited to comment.

There were none. The clerk was asked to confirm, and did so confirm, that there were no written comments presented for this hearing. Chair Cunningham closed the public hearing at 9:23 a.m.

7.3 <u>Board Memo No. 08/2024-45</u> (For Possible Action): Review, discussion and potential adoption of Resolution No. 570 relating to the Reno-Tahoe Airport Authority issuance of Airport Revenue Bonds, Series 2024A (AMT) and Series 2024B (NON-AMT), in the combined maximum aggregate principal amount of \$275,000,000; authorizing the redemption and early payment of all or a portion of the Authority's outstanding Airport System Subordinate Lien Revenue Bonds, Series 2022; approving certain documents and other matters related thereto; and providing the effective date hereof

This item was presented by Randall Carlton, Chief Finance and Administration Officer, and was first heard by the Finance & Business Development Committee on August 6, 2024. Prior to the presentation, Trustee Jay stated that as he is affiliated with a Wells Fargo division, Wells Fargo FiNet, and recused himself from participating in and/or voting on this item.

After discussion, the Board took the following action:

Motion: Move to adopt Resolution No. 570 relating to the issuance of Airport Revenue Bonds by the Reno-Tahoe Airport Authority of up to \$275 million aggregate principal amount, in one or more series, to fund certain airport capital improvements under the MoreRNO program, the repayment of subordinate RTAA bonds, capitalized interest on the bonds and bond issuance costs; and approving certain documents and other matters related thereto

Moved by: Cortney Young Seconded by: Joel Grace

Ave: Trustees Carey, Chaplin, Cunningham, Grace, Jung, Kramer, Sperber, Young

Recused: Trustee Jay **Result:** Passed unanimously

7.4 <u>Board Memo No. 08/2024-46</u> (For Possible Action): Review, discussion and potential adoption of Reno-Tahoe Airport Authority Investment Policy for the Investment of Public Funds

This item was presented by Randall Carlton, Chief Finance and Administration Officer, and was first heard by the Finance & Business Development Committee on August 6, 2024. After discussion, the Board took the following action:

Motion: Move that the Board adopt the Reno-Tahoe Airport Authority Investment Policy, as revised and effective August 8, 2024

Moved by: Kitty Jung

Seconded by: Cortney Young

Aye: Trustees Carey, Chaplin, Cunningham, Grace, Jay, Jung, Kramer, Sperber, Young

Result: Passed unanimously

7.5 Presentation of Culture Survey results (non-action item)

This item was presented by Christy Wheeler, Interim Chief People, Culture & Equity Officer. Board discussion followed. No action was required.

7.6 <u>Board Memo No. 08/2024-47</u> (For Possible Action): Review, discussion and potential approval of Reno-Tahoe Airport Authority Chair's Permanent Committee Appointments for Fiscal Year 2024-2025

Chair Cunningham reviewed the Committee appointments and called for a motion to approve.

Motion: Approve the Chairman's Permanent Committee appointments for FY2024-2025

Moved by: Joel Grace Seconded by: Art Sperber

Aye: Trustees Carey, Chaplin, Cunningham, Grace, Jay, Jung, Kramer, Sperber, Young

Result: Passed unanimously

8. TRUSTEE COMMENTS AND REQUESTS

Trustee Jung stated she wants to be sure that staff taking steps to ensure good air quality in the new headquarters building. Chair Cunningham congratulated Intan Ardhita, RTAA Financial Analyst, on her newly obtained U.S. citizenship.

9. UPCOMING RTAA MEETINGS

DATE	MEETING
09/10/2024	Finance & Business Development Committee Meeting
	Planning & Construction Committee Meeting
09/12/2024	Board of Trustees Regular Meeting
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	Planning & Construction Committee Meeting
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	Planning & Construction Committee Meeting
11/14/2024	Board of Trustees Regular Meeting
12/10/2024	Finance & Business Development Committee Meeting
	Planning & Construction Committee Meeting
12/12/2024	Board of Trustees Regular Meeting

10. PUBLIC COMMENT

Chair Cunnigham called for public comment. There was none.

11.	ADJOURNMENT
Chair	Cunningham adjourned the meeting at 10:19 a.m.
	TV C
Adan	n Kramer, Secretary



President/CEO Report

To: All Board Members

From: Daren Griffin, President/CEO

Date: September 2024

AIR SERVICE DEVELOPMENT

ASD Team

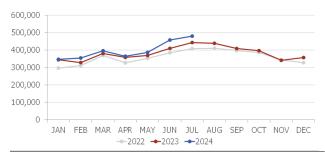
On July 1, 2024, Trish Tucker, formerly the Manager of Air Service and Community Engagement, moved to the MoreRNO Program team as the Tenant Liaison Manager. As a result of this change, ASD reclassified the Manager position to a Specialist and changed the reporting structure to the Manager of Air Service and Cargo Business Development. On September 23, 2024, Garrett Hintz will join the RTAA as an Air Service Specialist. Hintz is a seasoned aviation professional with air service analyst experience at Colorado Springs Airport.

Summer Recap

RNO's passenger traffic surged in June 2024, exceeding all previous months since September 2007. This momentum continued into July, setting a record for single-month passenger numbers since April 2007. August is on track to exceed last year's passenger count. In fact, on August 25, RNO shattered its single-day passenger record with over 10,000 Enplaned Passengers. While historical daily passenger data is limited, in terms of available seats, August 25 was the busiest day since August 13, 2005. With 90,000 additional seats this summer, preliminary bookings data suggests that RNO will see a significant increase in overall passenger traffic compared to last summer. As is expected, airlines will begin adjusting their fall capacity starting in September.

July 2024 RNO Passengers

Reno-Tahoe International Airport (RNO) served 479,858 passengers in July 2024, an increase of 8.3% versus the same period last year. In July 2024, RNO was served by 10 airlines to 24 non-stop destinations. The total seat capacity increased 12.2% and flights increased 10.7% when compared to July 2023.



Total Passengers										
	Jul-24									
	Passe	ngers	% Diff.	Passengers	YOY %					
	2022	2023	70 DIII.	2024	Diff.					
JAN	296,641	344,268	16.1%	346,845	0.7%					
FEB	310,738	327,934	5.5%	354,252	8.0%					
MAR	368,946	380,363	3.1%	395,906	4.1%					
1st QTR	976,325	1,052,565	7.8%	1,097,003	4.2%					
APR	326,787	357,924	9.5%	364,374	1.8%					
MAY	352,255	368,930	4.7%	386,391	4.7%					
JUN	384,429	409,467	6.5%	457,524	11.7%					
2nd QTR	1,063,471	1,136,321	6.9%	1,208,289	6.3%					
JUL	407,867	442,942	8.6%	479,858	8.3%					
AUG	409,942	438,621	7.0%							
SEP	397,404	408,732	2.9%							
3rd QTR	1,215,213	1,290,295	6.2%							
OCT	385,466	396,147	2.8%							
NOV	343,130	341,084	-0.6%							
DEC	327,353	356,972	9.0%							
4th QTR	1,055,949	1,094,203	3.6%							
TOTAL	4,310,958	4,573,384	6.1%							

Alaska Airlines (AS)

- AS will begin twice daily non-stop flights between RNO and Los Angeles, CA (LAX) on October 1.
- AS will begin non-stop seasonal flights between RNO and San Diego, CA (SAN) on December 19.

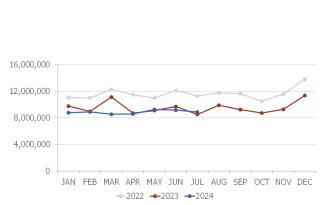
Southwest Airline (WN)

• WN will begin non-stop seasonal flights between RNO and Austin, TX (AUS) on March 6. The airline will offer this flight three times a week.

September 2024 RNO Flight Schedule						
Destination	Airlines	Total Departures	Details			
Atlanta	Delta	20	Five weekly on Mon, Thu Fri, Sat, Sun. No flights on 5,6			
Burbank	Southwest	47	Daily. Twice on Mon, Thu, Fri, Sun			
Chicago-Midway	Southwest	18	Four weekly on Mon, Thu, Fri, Sun			
Chicago-O'Hare	American	3	Daily Sep 1-3			
	United	32	Daily. Twice on Sep 1, 2			
Dallas-Love	Southwest	8	Twice weekly. Sat, Sun. no flight on Sep 1 (Sun)			
Dallas/Fort Worth	American	119	Four daily. Three on Sep 3			
Denver	Southwest	93	Three daily. Four on Sun. Twice on Sep 1			
	United	137	Five daily. Four daily Tue, Sat and Sep 1, 26-30			
Guadalajara	Volaris	21	Daily. Mon-Fri			
Houston-Intercontinental	United	2	Daily on Sep 1 and 2			
Las Vegas	Southwest	269	Seven to 10 daily. Eight daily Tue, Wed. Seven on Sat			
_	Spirit	88	Three daily. Once on Sep 1			
Long Beach	Southwest	59	Twice daily. Once on Sep 1			
Los Angeles	American	9	Three daily Sep 1-3			
	Delta	88	Three daily. Twice on Sep 1, 7			
	Southwest	39	Daily. Three on Sun. Twice on Sep 1			
	Spirit	30	Daily			
	United	64	Twice daily. Three on Sep 26, 27, 30			
Minneapolis/St. Paul	Delta	24	Daily Sep 1-9. Then five weekly Mon, Thu, Fri, Sat, Sun			
	Sun Country	3	Daily on Sep 1, 5, 8			
Oakland	Southwest	43	Daily. Twice on Mon, Thu, Fri			
Phoenix	American	109	Four daily. Three on Wed, Thu, Sun. Five on Sep 2			
	Southwest	73	Twice daily. Three on Mon, Thu, Fri			
Portland	Alaska	90	Three daily			
Salt Lake City	Delta	90	Three daily			
San Diego	Southwest	77	Three daily. Twice on Tue, Wed, Sat and Sep 1			
San Francisco	United	122	Four daily. Five on Sep 28, 30			
San Jose	Southwest	30	Daily			
Seattle	Alaska	146	Five daily. Four on Sat			
	Multiple airlines		1			
7.23.2024						

July 2024 RNO Cargo

RNO handled 8,878,130 pounds of air cargo in July, an increase of 4.3% when compared to July 2023.



Total Cargo Volume in Pounds									
Jul-24									
	2022	2023	% Diff.	20	24	YOY %			
	Cargo in	Pounds	70 Dill.	Pounds	Metric Tons	Diff.			
JAN	11,052,383	9,768,668	-11.6%	8,769,205	3,977	-10.2%			
FEB	10,991,076	8,963,956	-18.4%	8,896,368	4,035	-0.8%			
MAR	12,265,793	11,124,124	-9.3%	8,545,646	3,876	-23.2%			
1st QTR	34,309,252	29,856,748	-13.0%	26,211,219	11,887	-12.2%			
APR	11,470,613	8,704,717	-24.1%	8,581,674	3,892	-1.4%			
MAY	10,966,757	9,094,192	-17.1%	9,253,876	4,197	1.8%			
JUN	12,105,721	9,694,997	-19.9%	9,160,826	4,155	-5.5%			
2nd QTR	34,543,091	27,493,906	-20.4%	26,996,376	12,243	-1.8%			
JUL	11,289,066	8,508,207	-24.6%	8,878,130	4,026	4.3%			
AUG	11,751,228	9,888,463	-15.9%						
SEP	11,624,360	9,237,788	-20.5%						
3rd QTR	34,664,654	27,634,458	-20.3%						
ОСТ	10,502,407	8,731,063	-16.9%						
NOV	11,569,577	9,273,796	-19.8%						
DEC	13,806,179	11,347,689	-17.8%						
4th QTR	35,878,163	29,352,548	-18.2%						
TOTAL	139,395,160	114,337,660	-18.0%						

ECONOMIC DEVELOPMENT

Properties

Burner Express Bus & Burning Man Project

Use Permits for The Burner Express Bus operation and Burning Man Project's bike and gear donation collection location were issued, using the same location as last year at 1500 Terminal (old air cargo). The

location is a short four-minute walk from the terminal. RTAA arranged for amenities such as vending machines (via the vending concession contract), port-a-lets (provided by Burner Express Bus), a covered area for the lines (inside one of the warehouse spaces), a secondary Uber/Lyft drop-off/pick-up area to reduce walking distances, and a hose to rinse off on their returns (provided by RTAA facilities). Arrangements for the return trips included the Burner Gear Give Back, bike donations for the Reno Bike Project, and a dumpster for unwanted/abandoned items.

Gaming Industry Days

Following the successful Gaming Industry Days in April, the RTAA held a second series of meetings with gaming entities in August to further discuss and gather insights for the gaming program in New Gen A&B. Participants included representatives from casinos, manufacturers, and gaming operators, as well as RTAA staff from the Commercial Business, Procurement and MoreRNO teams as well as representatives from Paslay Management Group, L.P. (Paslay) concession consultants and the Gensler design team.

Prior to the meetings, exhibits showcasing potential concession and gaming spaces in the future concourses were shared with participants, who were asked to propose slot machine layouts, revenue projections, and other considerations such as staffing and infrastructure needs. The meetings also served as an opportunity for staff to educate attendees on the public procurement process.

Feedback from these meetings will be used by the RTAA, in partnership with Paslay and Gensler, to continue planning a comprehensive concession program aimed at enhancing the passenger experience and maximizing revenue across the terminal and New Gen A&B.

RTS Land Development

Dermody Properties Phase I Development

The wall tilt-ups for the first building are nearly complete and the removal of the tilt braces will be start at the beginning of September. Materials for the roof structure have been delivered and estimated install to begin the middle of September. They continue grading for the dock aprons and curbs and will be pouring concrete for the dock aprons and curbs within the next two weeks.

Sewer work along Moya Blvd started and is continuing north to the railroad tracks. Union Pacific Railroad will soon commence the replacement of track and the RR crossing infrastructure/electrical will follow that work. Additional work along Moya that is occurring is the relocation of an NV Energy pole and fiberoptic patch vault as well as the installation of a new storm line.

Dermody Properties Phase II Development

Dermody, along with its consultants, are compiling the information and documentation required to start the FAA review process for their Phase II development. As required by the performance milestone in the ground lease, they must submit the FAA environmental request within 6 months of lease execution. The deadline is the end of September 2024. The Dermody team has also begun conversation with the local utility company entities for site planning purposes.

RNO Land Development

Air Cargo Development - Southwest Quadrant

Staff continues to work with AFCO to determine the feasibility of the proposed new air cargo development. AFCO has submitted their Master Development Concept plan as required per their Option Agreement and has contracted with consultants to assist with the gathering of information for the submittal to the FAA to begin their review process. Staff is working with those consultants to document/locate the deed and grant documents for the original 100+ separate parcels for the previous housing development located on that site. AFCO continues to complete their due diligence on the site to include environmental studies. The RTAA will request federal funding for the airfield components of the project (connectors and de-icing).

OPERATIONS & PUBLIC SAFETY

Department	Event	07/2024	07/2023	07/2022
Joint Actions	Aircraft Alerts: ARFF, Ops, Police, Aircom	3	5	3
	Medicals: ARFF, Ops, Police, Aircom	19	35	27
Operations	Inspections	129	94	65
	Wildlife Incidents	6	1	4
Police	TSA Checkpoint Incidents	7	23	20
	Case Numbers Requested	12	7	13
Terminal Ops	Alarm Responses	49	77	295
	Inspections: Vehicle, Delivery, Employee	928	1161	1191
Compliance	Badge Actions	868	792	786
ARFF	Inspections: Fuelers/Facilities	0/0	3/0	2/0
Landside	Public Parking – Total Revenue	\$1,525,638	\$1,470,341	\$1,323,701
	Public Parking – Total Transactions	44,493	43,270	41,364
	Public Parking – Average \$ Per Transaction	\$34.29	\$33.98	\$32.00
	Shuttle & Bus Trips Through GT	9,397	9,029	8,366
	Transportation Network Company Trips	37,870	32,968	13,894
	Taxi Trips Through GT	5,410	5,736	5,865

PLANNING & INFRASTRUCTURE

RTAA Annual Environmental Inspections

In August 2024, staff completed on-site inspections, associated with the RTAA's Annual Assessment of Environmental Compliance, at Reno-Tahoe International Airport and Reno-Stead Airport. 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. Post-inspection letters detailing areas for improvement were sent in late August 2024. There were no major discrepancies.

Airport Sustainability Advisory Committee (ASAC)

The Airport Sustainability Advisory Committee (ASAC) meeting will convene on Thursday, September 19, 2024. Quarterly informational items include Sustainability & Climate Resiliency Design for New Gen A&B, Quarterly Noise Reports, and an update on the Reno-Stead Airport Master Plan. Additionally, Donna Walden, founder and president of greenUP!, will provide an update on their partnership with the primary RNO dining concessionaire SSP.

For more project updates, please refer to the Monthly Project Status Reports which are posted with Planning & Construction Committee meetings agendas. Click <u>HERE</u> to view those agendas.

PEOPLE, CULTURE AND EQUITY

Time frame: 8/01/2024 through 8/31/2024

Open Positions	6
New Starts	0
Resignations/Terminations*	1

Promotions	
*Termination refers to an employee leav	ving under
any circumstances good or had	

The Culture Club sponsored a night at a Reno Ace's game. Employees were invited to attend "Wolf Pack Night" at a Friday night fireworks game against the Las Vegas Aviators. The event was popular, and the Culture Club was happy that it sold out quickly. In all, 85 tickets were given out on a first come/first served basis.

The Culture Club's "Re-THRIVE-al" campaign continues. Now on the letter I for "Inspire and Innovate," departments were scheduled to decorate the windows outside the Boardroom in a way that depicts what inspires them in their work. With 2-3 departments per week, it has been "inspiring" to watch the creativity in action!

MARKETING & PUBLIC AFFAIRS

Marketing

Notable metrics from July 16 – August 15 include:

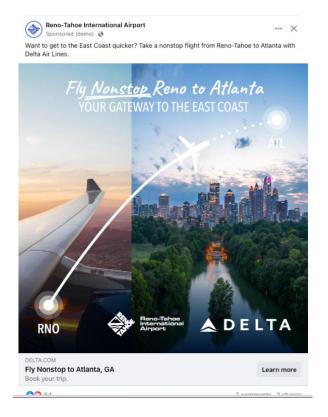
At the beginning of this fiscal, staff pivoted its strategy to shift paid advertising focus from traditional, blanket awareness of nonstop destinations to the narrower target audience of those already planning and booking travel. This is reflected in a decrease in impressions, but a significant increase in conversions.

The Delta incentive campaign continues its strong performance, with nearly 1,300 clicks on the static ads, and nearly 800 on the display ads this period. Additionally, the Connected TV (Hulu, Netflix etc. ads) saturated the market with nearly 380,000 total video completions. These metrics are on track for our campaign KPIs.

 Impressions
 Ad Clicks
 Conversions

 1.2M
 13.8K
 8,367

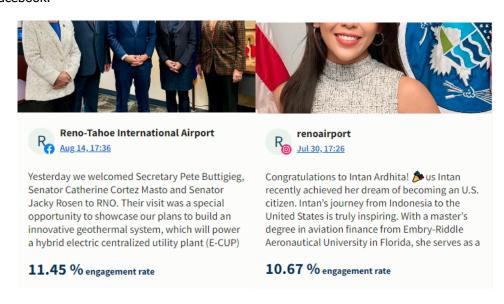
 ▶ -21.0%
 ★ 1.8%
 ★ 29.5%



Organic Social Media:

Top performing content includes:

- A post featuring the recent visit from the United States Secretary of Transportation Pete Buttigieg, and Senators Cortez Masto and Rosen garnered an 11.45% engagement rate from RNO followers.
- A post celebrating RTAA employee Intan Ardhita achieving her dream of U.S. citizenship earned a 10.67% engagement rate, 860 impressions on Instagram, and nearly 3,000 impressions on Facebook.



Website: The website saw a 9% increase in sessions and a 6% increase in total and new users. Page views also increased by 11%.

Newsletter: The August newsletter featured busy Labor Day and Burning Man travel, the new Burning Man exhibition in the depARTures Gallery, and a spotlight on winter travel to the Bay Area. The open rate for this month's newsletter was 74% for the third month in a row.

Media and Public Outreach

The team announced several exciting updates this month, including the successful completion of a \$238 million bond issuance for the MoreRNO program and the busiest single passenger day in nearly 20 years. The team also covered Burning Man activities at RNO, ensuring the public and passengers were informed about those operations and how they affect travel.

Government Affairs

United States Secretary of Transportation Pete Buttigieg visited RNO accompanied by Senators Cortez Masto and Rosen on their way to attend the Tahoe Summit. Secretary Buttigieg received a briefing from Board Chair Cunningham and CEO Griffin which focused on the MoreRNO program, with a focus on New Gen A&B and the E-CUP. The Secretary was engaged, asked meaningful questions, and seemed to enjoy his time in the River Room. This visit required extensive coordination with our Operations & Public Safety teams and fortunately all the logistics went smoothly.

On the same day, CEO Griffin and COO Jensen also hosted the Transportation Security Administration Administrator David Pekoske for a round table discussion about our collaborations with TSA, our future needs and ways we can work together to improve safety and the passenger experience. Congressman Amodei also received a tour of the TSA security checkpoint with Administrator Pekoske, as the congressman is now the chair of the appropriations subcommittee responsible for the TSA budget.

Staff met with Chris Reilly, who has recently taken on the role of State Infrastructure Coordinator within Governor Lombardo's office. We discussed ways we can partner with the state to support RTAA.

Art

Now that Artown is wrapped up, the team is already working on scheduling holiday performances.

Staff welcomed new art consultant, Holly Hayden, to RNO for two full days of introductions and information sessions on the RTAA's Arts at the Airport and 1% for public art programs.

Ninety minutes of exciting airport art updates were packed into the Art Advisory Committee meeting on August 22. Members met with Holly Hayden, reviewed designs and timelines with GTC, HQ, and NewGen A&B project managers and architects and were briefed on the impending arts solicitations and corresponding marketing campaign.



Board Memorandum

10/2024-51

In Preparation for the Regular Board Meeting on October 10, 2024

Subject: Consideration of approval of revised Permanent Committee appointments for fiscal

year 2024-2025

STAFF RECOMMENDATION

Staff recommends that the Board adopt the motion stated below. This action will update the membership of the Board's two permanent committees.

BACKGROUND

At the Board's regular meeting on August 8, 2024, the Board approved the Chair's appointments for various committees and community liaison positions. Since that time, Board members have expressed interest in changing their participation on the two Permanent committees. The Chair therefore proposes to amend the membership of these committees as described below.

Bylaw 9140 provides that the Chairperson shall, with approval of the Board, establish Permanent Board Committees consisting of at least two members of the Board, but less than the full membership of the Board. The Chair is an ex-officio member of any committee of which he/she is not a regular member. The Chair typically appoints 3-4 members to a permanent committee. At present there are two Permanent Committees: the Finance and Business Development Committee and the Planning and Construction Committee. These committees hear informational items and also make recommendations on whether matters brought before them should be advanced for consideration by the full Board. Bylaw 9240 provides that the Treasurer shall also serve as the Chair of the Finance and Business Development Committee.

To assure a quorum can be assembled in the absence of a committee member(s), the Chair also appoints two alternates to these committees. When sufficient regular committee members of either of these committees are not present for purposes of a quorum, the first alternate will sit as a regular committee member with voting rights. If the first alternate is not available, or if both alternates are required for a quorum to be present, the second alternate will also sit as a regular committee member with voting rights.

DISCUSSION

The Chair has received additional input from Board members regarding their interest in serving on the RTAA Permanent Committees. After careful consideration of Trustee requests and, taking into account their respective backgrounds and experience, the Chair has assigned Trustees in Committee positions where they may best serve the mission of the RTAA. The Committee

members outlined below will serve until new appointments are made by the next Chairperson in FY 2025-2026.

Chair Cunningham, therefore, recommends the following Permanent Committee appointments and seeks the Board's formal approval:

Finance & Business Development Committee

Chair: Cortney Young Alt 1: Art Sperber Vice-Chair: Richard Jay Alt 2: Shaun Carey

Member 1: Kitty Jung Ex Officio: Jennifer Cunningham

Member 2: Carol Chaplin

Planning & Construction Committee

Chair: Art Sperber Alt 1: Adam Kramer Vice-Chair: Joel Grace Alt 2: Carol Chaplin

Member 1: Shaun Carey Ex Officio: Jennifer Cunningham

Member 2: Cortney Young

FISCAL IMPACT

Approval of this item has no fiscal impact to the RTAA

COMMITTEE COORDINATION

None

PROPOSED MOTION

"Approve the revised Chairman's Permanent Committee appointments for Fiscal Year 2024-2025."



Board Memorandum

09/2024-49

In Preparation for the Regular Board Meeting on September 12, 2024

Subject: Authorization for the President/CEO to approve and ratify a single (1) change order

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 \$50,205 and a total cost of \$1,118,356

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 spring of 2024 the RTAA went out to bid for the procurement of a new 1,500-gallon ARFF apparatus. On June 13th, the RTAA Board of Trustees awarded a contract inclusive of one (1) bid alternate to Rosenbauer Minnesota, LLC in the amount of \$1,068,151. This new piece of equipment will replace a 2004 Oshkosh Stryker and a 1996 E-one Titan.

DISCUSSION

The process to spec. out this piece of apparatus followed the FAA advisory circular and involves the use of a pre-populated form. Unfortunately, a number of items were inadvertently deleted from the prepopulated form which resulted in a piece of equipment that did not include all of the desired and required equipment. The list below gives the full detail but most importantly, the Dry Chemical System was left out of the bid specification. As mentioned above, it is a requirement of FAR Part 139 to have a minimum of 500 lbs. of dry chemical extinguishing agent on each piece of apparatus to meet index. This Change Order #1 will add the dry chemical system as well as the various components necessary to make this a fully equipped piece of apparatus.

CHANGE ORDER #1



Reno, NV.

DEALER/CUSTOMER/FACTORY APPROVED

Body Job #:

DATE: August 30, 2024 Initiated By: Dealer/Customer

BODY CHANGES

106062

	Action Qty. QW No.		tion Qty. QW No. DESCRIPTION OF CHANGE			
\dashv		\longrightarrow				
コ		二				
1	PRICING	_ 1		Discount for 25% pre-pay	(\$11,200)	
2	DELETE	-1		Delete pneumatic hose reel	(\$1,387)	
3	ADD	. 1		Tint all windows	\$3,298	
4	ADD	1		Add Dry Chemical system	\$27,741	
5	ADD	1		Run Dry Chem to bumper turret and add chem core nozzle	\$2,398	
6	ADD	1		Add Dry Chem booster reel (100' twin agent)	\$6,821	
7	CHANGE	1		Change SCBA driver seat to straight back	\$0	
8	ADD	1		Add right crew seat with SCBA back	\$2,350	
9	ADD			Add rear mounted little giant ladder	\$2,296	
10	ADD	1		Add left side preconnect	\$4,673	
11	ADD			Add exterior water/foam Level Lights	\$5,752	
12	ADD	1		Add forward facing Spectra FRC 15k lumen lights in lieu of 3k forward facing lights	\$4,213	
13	ADD			Add structural package	\$3,250	
14						
15			1		\$0	

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

PREVIOUS CONTRACT AMOUNT \$1,068,151

REVISED CONTACT AMOUNT \$1,118,356

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.

		_		
A		Signature	If can	
κυτησ	rgea	signature	IV. USTO	men:

FISCAL IMPACT

The purchase of this apparatus will be funded through a congressionally directed line item (earmark) of \$911,140 with the remaining funds (\$207,216) to come from RTAA reserves. The contract required an initial payment of 25% of the original amount (\$267,037.75) at the time of board approval, which has been paid. The remainder (\$851,318.25) will be paid upon delivery of the apparatus. Because the estimated delivery date is 550 days from the board's initial approval, RTAA funds will not be required until fiscal year 2026 and will be budgeted accordingly. The entirety of the purchase is subject to review and approval by the Federal Aviation Administration (FAA) for compliance with grant requirements including, but not limited to, Buy American Certifications and/or waivers

COMMITTEE COORDINATION

Finance and Business Development Committee

PROPOSED MOTION

"Move to authorize the President/CEO to approve and ratify a single 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 \$50,205 and a total cost of \$1,118,356 subject to Federal Aviation Administration Review and Approval.



Board Memorandum

09/2024-50

In Preparation for the Regular Board Meeting on September 12, 2024

Subject: Proposed Adoption of an Inter-Local Agreement (ILA) with the City of Reno Fire

Department to provide comprehensive fire protection services to the Reno-Tahoe

Airport Authority

STAFF RECOMMENDATION

For the reasons explained in this memorandum, the Staff recommends that the Board authorize the President/CEO to execute the attached Inter-Local Agreement with the City of Reno. If approved, the ILA will move to the City Council for consideration and final approval.

STRATEGIC PRIORITIES

Safety and Security Financial Stewardship

BACKGROUND

The proposal to enter into a comprehensive fire protection service agreement with City of Reno is the culmination of a years-long process. In 2020, the Board of Trustees began taking steps to transform the RTAA's fire department from one focused solely on airport rescue firefighting (ARFF), to an all-hazard fire department (including elements such as off-airfield structure firefighting) on all Airport property. This decision was based in part on the RTAA's physical growth, both on and off the airfield, which has increased the scope of required fire protection services.

At the February, 2024 Board Meeting, Cris Jensen, Chief Operations and Public Safety Officer, briefed the Bboard on the history and future of fire protection services at the Airport. He laid out a proposal to begin discussions with the City of Reno Fire Department to explore whether the City could provide services under conditions that would meet the RTAA's specific requirements and the FAA's rules and regulations. Mr. Jensen committed to report back to the Board with the results of these initial meetings and propose a go- or no-go recommendation.

Based on the positive results of his initial dialog with the City, on June 13, 2024 Mr. Jensen again briefed the Board on the evolving need for additional fire protection services, and sought Board approval to begin formal negotiations. A Board memorandum supporting this recommendation provided the following context:

"With the recent transition of the Reno Airport Fire Department to an all-hazard response model, and with the continuing growth of both aviation and non-aviation

activity around the airport, staff has been analyzing the best, safest, and most costeffective way to provide all the necessary fire services that comes with being an
all-hazard fire department. These services include among other things, Airport
Rescue Fire Fighting (ARFF), Structure firefighting capabilities,
prevention/inspection services, Haz Mat response, confined space entry, high
angle rescue, swift water rescue and Emergency Medical Services. One
opportunity for addressing some or all of these services is the possibility of
contracting with the City of Reno Fire Department. The RTAA has already
entered into agreements with the City of Reno to provide both dispatch services
for the Airport Fire Department as well as facility/hangar inspections. The City
has expressed an interest in providing all fire services at the airport. While RTAA
staff have been willing to consider this option, there are a number of practical and
legal concerns that require careful consideration." [Board Memo 06/2024-32]

The Board approved staff's recommendation, and negotiations with the City moved forward. The negotiating team included staff from Operations & Public Safety and People Operations, and both internal and external legal advisors. Negotiations began in late June and have continued through the week of September 3, 2024. Staff believes that the resulting draft ILA achieves the RTAA's organizational, operational, and financial goals while complying with all FAA rules and regulations.

DISCUSSION

This proposal represents a significant change in an important part of the RTAA's operational structure. The ILA would move fire department infrastructure, personnel, and responsibilities from the Authority to the City. This would be accomplished by transferring all fire department staff from RTAA employment to City employment; permitting the existing fire station premises to be used by the City; clarifying that the City (not the RTAA) will provide all-hazard fire protection services for all RTAA property and facilities going forward; and establishing mechanisms by which City costs will be reimbursed by the RTAA, subject to various cost-control measures.

The key components of the proposed ILA may be briefly summarized as follows:

- A series of Recitals describe the parties' intent on entering into the agreement, establishing their mutual goals and objectives, and underlying certain important basic principles. Among these are the goals of moving the business of fire protection from the RTAA Fire Department to the City, and the limitation on the RTAA's obligation to pay for services "in amount not to exceed the value of services provided."
- The ILA will be for a five-year term, subject to automatic renewal, unless terminated earlier by either party (Section 3).
- Section 4 commits the parties to working together to plan and implement the transition of the existing two-department system into the future City-only fire department system. Included in this section is the concept of the Handover Date, on which key responsibilities for fire protection will transfer from the RTAA to the City, as well as initial cost estimates. The parties agree to adopt a transition plan within 6 months of the agreement's effective date.

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- Section 5 provides that the existing RTAA fire station will be made available to the City for its use in fulfilling its obligations under the agreement.
- Section 6 describes the RTAA's obligations, which include the cost of maintaining the fire station. The RTAA also retains the responsibility for procuring and replacing firefighting vehicles necessary to comply with FAA regulations, and paying for their operation and maintenance. The RTAA would retain ownership of all vehicles, equipment, and facilities used by the City to provide the services.
- Section 7 describes the City's obligations, beginning with the responsibility to provide comprehensive firefighting services, using appropriately trained personnel, and in compliance with applicable FAA regulations.
- Section 8 lays out the mechanism for RTAA's payments to the City for services provided. The City must provide an Annual Plan in advance of each fiscal year, including staffing estimates, a budget, and the expected payment due from the RTAA. The Plan is subject to RTAA review and approval. Payments will be made on a monthly basis, with provision for mid-year consultation in the event of cost overruns, and subject to annual true-up to ensure that the RTAA pays no more than the City's actual costs in providing the services, inclusive of reasonable and audited indirect costs. RTAA retains full auditing rights, and the City acknowledges the need for compliance with federal law: "The CITY acknowledges and agrees that the AUTHORITY is prohibited by its Grant Assurances (as defined herein), and federal law set forth at 49 U.S.C. § 47133, from utilizing AUTHORITY funds to compensate or reimburse the CITY for any costs unrelated to the Services or the operation of the Airport."

FISCAL IMPACT

As noted above, and in previous Board briefings, a fundamental aspect of the proposed new relationship between the RTAA and City is that the contracted fire protection services must be provided at cost. The federal grant assurances which govern RTAA's operations prohibit diversion of airport revenue, meaning (in this context) that the RTAA cannot pay for City services in amounts that exceed actual costs: they cannot include premiums or subsidies, and they must be auditable and justifiable. (These requirements are repeated in the ILA's recitals and in Section 8.) There are various mechanisms included in the ILA to ensure that RTAA remains in compliance with these requirements, including documentation in invoicing, annual auditing and true-ups, and clawbacks that allow RTAA to recover funds from the City in the event of overpayment.

The ILA currently provides that for the first partial fiscal year, RTAA's expenditures will not exceed a prorated portion of \$7,083,791.29. However, beyond the first partial fiscal year, because the RTAA's expenditures would be tied to the City's actual costs each year, there is no precise dollar value associated with the ILA. In the absence of such a value, analyzing the fiscal impact of the proposed ILA is complicated by a number of factors. First, the RTAA's costs for ARFF fire protection services will almost certainly be greater in the future than in the past, regardless of whether those services are provided by an internal fire department (as at present) or by an external service provider (such as the City). The RTAA's costs for ARFF fire protection have historically risen at a significant rate. An eight-year summary of fire department costs is provided in the table below. Second, as noted above, the RTAA Board has committed to moving toward all-hazard fire capability, which will add significant new costs under any management scenario. Finally, RTAA staff have not attempted to estimate how costs might differ if provided

by external service providers other than the City of Reno. Staff have attempted to deal with the uncertainties of a contract-for-services approach through the measures built into the payment mechanisms in Section 8 of the proposed agreement.

AIRPORT FIRE DEPARTMENT										
	FY 2017 FY 2018 FY 2019 FY 2020 FY 2021 FY 2022 FY 2023* FY 2024**									
Personnel Services	\$ 2,621,365	\$ 2,762,038	\$ 3,097,505	\$ 3,276,268	\$ 3,519,721	\$ 4,151,600	\$ 4,539,668	\$ 5,429,300		
Utilities	\$ -	\$ 2,466	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Purchased Services	\$ 17,404	\$ 14,206	\$ 21,292	\$ 120,879	\$ 22,511	\$ 64,394	\$ 155,195	\$ 299,011		
Materials & Supplies	\$ 35,274	\$ 120,051	\$ 88,879	\$ 167,707	\$ 72,142	\$ 149,437	\$ 256,118	\$ 263,216		
Administrative Exp	\$ 45,989	\$ 79,605	\$ 65,975	\$ 72,550	\$ 50,169	\$ 97,166	\$ 149,657	\$ 158,665		
TOTAL O&M	\$ 2,720,033	\$ 2,978,367	\$ 3,273,652	\$ 3,637,404	\$ 3,664,543	\$ 4,462,597	\$ 5,100,638	\$ 6,150,192		
Fixed Assets	\$ 30,899	\$ 27,256	\$ -	\$ 38,515	\$ 256,335	\$ 33,702	\$ 140,682	\$ 146,558		
TOTAL	\$ 2,750,931	\$ 3,005,623	\$ 3,273,652	\$ 3,675,919	\$ 3,920,878	\$ 4,496,299	\$ 5,241,320	\$ 6,296,750		
Annual Increase		9%	9%	12%	7%	15%	17%	20%		
	* projected									
	** proposed									

A rough idea of fiscal impact may be obtained by comparing two estimates of costs for the 2024-25 fiscal year. RTAA staff have estimated that the costs of operating our fire department for FY 2024-25 amount to approximately \$6,454,985. By comparison, the City has estimated the first-year costs for providing the services contemplated by the draft ILA at \$7,083,791.29, which includes an estimated indirect (administrative) cost allocation equal to 12% of the direct costs and is the basis for the prorated cap on the RTAA's first partial fiscal year expenditures. These two estimates are not necessarily fully comparable; for example, the City estimate includes costs for certain all-hazard services that RTAA does not currently provide or pay for. However, they do indicate that the parties are not far apart in their general expectations of the overall costs of the services meant to be covered by the proposed ILA.

COMMITTEE COORDINATION

None

PROPOSED MOTION

"Move to authorize the President/CEO to execute the attached Inter-Local Agreement with the City of Reno."

INTERLOCAL AGREEMENT FOR FIRE SERVICES

BETWEEN

THE CITY OF RENO ON BEHALF OF THE RENO FIRE DEPARTMENT

AND

THE RENO-TAHOE AIRPORT AUTHORITY ON BEHALF OF THE RENO AIRPORT FIRE DEPARTMENT

This Interlocal Agreement for Fire Services ("Agreement"), by and between the Reno-Tahoe Airport Authority ("the AUTHORITY"), and the City of Reno (the "CITY," and together with the AUTHORITY, the "Parties") is executed and becomes effective _______, 2024 ("Effective Date").

WITNESSETH:

WHEREAS, the AUTHORITY, through its subsidiary department the Reno Airport Fire Department ("RAFD"), currently provides first response emergency air rescue firefighting and medical rescue services (the "ARFF Services," as more completely described on Exhibit F) at the Reno-Tahoe International Airport (the "Airport," as further defined herein);

WHEREAS, the CITY, through the Reno Fire Department ("RFD"), is capable of providing the ARFF Services at the Airport;

WHEREAS, the AUTHORITY desires to ensure that all risk, all hazard fire service is available at the Airport;

WHEREAS, RFD currently provides all risk, all hazard fire service in and for the City of Reno and is capable of providing such services to the Airport (the "All Hazard Services," as more completely described on Exhibit F);

WHEREAS, in the past, the CITY and RFD have assisted the AUTHORITY with fire and rescue missions taking place on, or in close proximity to, the Airport;

WHEREAS, the Parties have historically been party to a cooperative assistance agreement, whereby each Party can request the assistance of the other in the delivery of fire service within their respective jurisdictions, and the Parties are therefore accustomed to working together to provide fire services;

WHEREAS, the Parties hereto recognize that both would benefit from centralized communication and coordination relative to the delivery of the ARFF Services and All Hazard Services at the Airport;

WHEREAS, both the CITY and AUTHORITY desire to provide the highest level of service and the most efficient means for the delivery of the ARFF Services and All Hazard Services to the users and tenants at the Airport;

WHEREAS, by assuming the total responsibility for providing the ARFF Services and All Hazard Services at the Airport, the CITY would enhance the first response capability at the Airport and would provide a depth of resources available to be deployed to the Airport;

WHEREAS, the Parties hereto have determined it to be in the best interests of both for the CITY to now provide the ARFF Services previously provided by the AUTHORITY in the manner and under terms and conditions specified herein, and for the AUTHORITY to discontinue its own provision of the ARFF Services;

WHEREAS, the Parties hereto have determined it to be in the best interests of both for the CITY to provide the All Hazard Services;

WHEREAS, the AUTHORITY also requires certain fire inspection services (the "Inspection Services" as more completely described on Exhibit F) of buildings and structures located on AUTHORITY property; and

WHEREAS, the AUTHORITY also requires dispatch and communications services (the "Dispatch Services" as more completely described on Exhibit F) to support its emergency response duties;

WHEREAS, the CITY has historically provided the Inspection Services and Dispatch Services to the AUTHORITY pursuant to separate agreements, and the AUTHORITY intends for the CITY to continue providing the Inspection Services and Dispatch Services under this Agreement;

WHEREAS, in this Agreement, the term "Services" shall mean the ARFF Services, All Hazard Services, Inspection Services, and Dispatch Services collectively;

WHEREAS, the Parties hereto intend that this Agreement provide a cost effective and efficient means of delivering the Services to the Airport, and the CITY agrees to provide the Services from and after the Handover Date (as defined herein) on the terms and conditions set forth in this Agreement;

WHEREAS, the Parties agree that the AUTHORITY shall compensate the CITY for such Services, in an amount not to exceed the value of the services provided, pursuant to the terms and conditions of this Agreement;

WHEREAS, this Agreement and the AUTHORITY's payment requirements herein have been structured in consideration of the AUTHORITY's obligations under its federal Grant Assurances and federal law regarding the expenditure of Airport revenue;

WHEREAS, the Parties also wish to provide for the CITY's use of AUTHORITY property on the Airport in connection with the provision of the Services; and

WHEREAS, the Parties desire to enter into this Agreement for the provision of the Services, and have authorized the execution of this Agreement through appropriate action by their respective governing bodies.

Now, therefore, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Incorporation of Recitals.

The above stated recitals are true and correct and, by this reference, are incorporated within and made a part of this Agreement.

Section 2. Airport Boundaries; Description of the Premises.

For the purposes of this Agreement, the "Airport" means the Reno-Tahoe International Airport, inclusive of all property and facilities shown on the AUTHORITY's approved Airport Layout Plan, and includes areas put to both aeronautical and non-aeronautical use as well as areas both inside and outside the fence dividing the aeronautical operations area from other portions of the Airport.

As of the Handover Date (defined herein), the AUTHORITY shall make available to the CITY certain premises located at the Airport and consisting of the Fire Facility and the Ground Space as shown and described on Exhibit A to this Agreement (the "Premises").

Section 3. Term.

- 3.0 The term of this Agreement shall commence on the Effective Date and continue for an initial period concluding at the end of the fifth full Fiscal Year following the Handover Date (the "Initial Term"). By way of example only, if the Handover Date is September 1, 2024, the Initial Term shall end on June 30, 2030. Thereafter, the Agreement shall automatically renew for another five (5) year term in perpetuity (each, a "Renewal Term") unless, no less than six (6) months prior to the expiration of the Initial Term or then-effective Renewal Term, as applicable, either Party gives written notice to the other that it does not desire to renew the Agreement. This Agreement may also be terminated by either Party under the provisions of Sections 15, 16, and 17 herein.
- 3.1 For the purposes of this Agreement, the term "Fiscal Year" shall mean the twelvemonth period beginning on July 1 each year and ending June 30 of the following year.

Section 4. Handover and Transition.

- 4.0 The Parties agree that the AUTHORITY shall continue to provide the ARFF Services until a date mutually agreed by the Parties for transition of the obligation for performance of the Services to the CITY (the "Handover Date"). From and after the Handover Date, the CITY shall perform the ARFF Services and the All Hazard Services pursuant to the terms and conditions of this Agreement.
- 4.1 The Parties understand and agree that the Inspection Services are currently being provided to the AUTHORITY by the CITY under that certain agreement (the "Inspection Agreement") between the parties dated February 22, 2023. As of the Handover Date the terms of this Agreement shall supersede the Inspection Agreement and the Inspection Agreement shall be deemed terminated.
- 4.2 The Parties understand and agree that the Dispatch Services are currently being provided to the AUTHORITY by the CITY under that certain agreement (the "Dispatch Agreement") between the parties dated August 25, 2022. As of the

Handover Date the terms of this Agreement shall supersede the Dispatch Agreement and the Dispatch Agreement shall be deemed terminated.

4.3 From and after the Effective Date, the Parties shall meet and confer with the goal to agree upon a Transition Plan containing (a) the agreed-upon Handover Date, (b) a partial Estimated Annual Payment (calculated in accordance with Exhibit G) for the period between the Handover Date and the first day of the next Fiscal Year, (c) a partial Annual Plan, and (d) a reasonably detailed plan for handover and/or transition of the ARFF Services, Premises, Equipment, Personal Property, as each are defined herein, and any AUTHORITY employees to CITY employment. The rest of this Section 4.3 and Exhibit G notwithstanding, the partial Estimated Annual Payment shall not exceed a pro rata portion of Seven Million, Eighty Three Thousand, Seven Hundred and Ninety One Dollars and Twenty Nine Cents (\$7,083,791.29), with such amount to be calculated based on the remaining days in the then-current Fiscal Year (i.e., between the Handover Date and the first day of the next Fiscal Year) (the "Maximum Initial Budget"). Any Transition Plan is subject to the AUTHORITY's reasonable satisfaction that the CITY will be prepared to assume performance of the ARFF Services on the Handover Date such that there will be no interruption of the ARFF Services at the Airport. By agreeing to the Transition Plan, the CITY represents that it is satisfied that the AUTHORITY has provided sufficient information to the CITY regarding FAA and regulatory requirements under 14 CFR Part 139 for performance of the Services as of the Handover Date. Upon agreement of the Parties, the Transition Plan shall be added to this Agreement as Exhibit H without necessity of amendment. If the Parties have not agreed to the Transition Plan within six (6) months from the Effective Date, either Party may terminate this Agreement upon thirty (30) days' written notice to the other.

Section 5. Use of Premises and Equipment.

Beginning on the Handover Date, the CITY shall have exclusive use and occupancy of the Premises together with the exclusive use of the Fire Equipment and Apparatus ("Equipment") listed and described in Exhibit B. Title to the Premises and the Equipment shall always remain with the AUTHORITY. The CITY must utilize the Premises and the Equipment only for provision of the Services at the Airport and shall not utilize the Premises or the Equipment for any other purpose.

Section 6. Responsibilities of the AUTHORITY:

- 6.0 Beginning on the Handover Date, the AUTHORITY will provide the Premises for the CITY's use and occupancy at no rental cost to the CITY. The CITY shall make no alterations to the Fire Facilities or improvements to the Premises without the prior written approval of the AUTHORITY, which approval shall not be unreasonably withheld. The cost of approved alterations or improvements requested by the CITY shall be paid solely by the CITY.
- 6.1 In connection with provision of the Services, the AUTHORITY will permit the CITY to use all personal property including office equipment, appliances and furnishings (the "Personal Property") currently in use at the Premises. A list of the

Personal Property is attached hereto as Exhibit E. The Personal Property must be used by the CITY only at the Airport and only in conjunction with the CITY's performance of the Services. The AUTHORITY shall maintain ownership of the Personal Property. In reasonable coordination with the CITY, the AUTHORITY shall procure any replacement Personal Property at the AUTHORITY's expense. Any new personal property required by the CITY for its use at the Airport will be procured by the CITY at its sole expense except for the following items: washer/dryer, stove, and refrigerator. If at any time the Personal Property listed in Exhibit E is not desired by the CITY in its performance of the Services, said Personal Property shall be returned to the AUTHORITY for its use or disposal. Ownership of personal property paid for by the CITY and not reimbursed by the AUTHORITY shall be retained by the CITY.

6.2 During the Term of this Agreement the AUTHORITY shall perform both structural and routine maintenance on the Premises at its own expense. The AUTHORITY shall keep the Premises and any improvements made by the AUTHORITY located thereon in a good and clean state of repair and preservation, making all necessary and proper replacements and repairs as the AUTHORITY deems necessary.

The AUTHORITY's responsibility regarding routine maintenance of the Premises is as follows:

- A. Utilities. The AUTHORITY is responsible for paying the cost of certain utility and other services provided it in connection with the Premises which are limited to, water and wastewater service, electrical service, gas service, pest control service, and trash removal, including the disposal of hazardous materials.
- B. Mechanical Systems. The AUTHORITY is responsible for the maintenance and repair of heating, air conditioning and ventilation systems.
- C. Plumbing Systems. The AUTHORITY is responsible for the maintenance and repair of all plumbing systems.
- D. Electrical Systems. The AUTHORITY is responsible for the maintenance and repair of the electrical system.
- E. Fire Alarms and Extinguishing Systems. The AUTHORITY is responsible for the procurement, maintenance and repair of all fire alarm and extinguishing systems as required by the fire control agency having jurisdiction over the Fire Facility.
- F. Landscape and Grounds Maintenance. The AUTHORITY is responsible for the maintenance, replacement and/or repair of all landscaping located on the Premises and shall provide grounds maintenance.
- G. Exterior and Interior Maintenance and Repair of Structures. The AUTHORITY is responsible for all exterior and interior cosmetic maintenance for buildings located on the Premises including the repair of floors, walls and overheads, painting, carpet maintenance or replacement,

hardware repair or replacement, windows and doors maintenance and repair and signage maintenance.

- 6.3 The AUTHORITY shall not be liable to the CITY for temporary delay or failure to furnish any structural repairs or maintenance to be provided in accordance with this Agreement when such delay or failure is due to mechanical breakdown or any other cause beyond the reasonable control of the AUTHORITY.
- 6.4 The AUTHORITY will replace and procure all fire fighting vehicles necessary to comply with the FAA Index. The AUTHORITY will retain the ownership of all existing and future firefighting vehicles purchased by the AUTHORITY.
- 6.5 Unless otherwise specified in an Annual Plan, the AUTHORITY will provide fuel for, the Equipment at its cost. The AUTHORITY's obligation hereunder shall not include damages to the Equipment caused by the CITY's negligence or reckless conduct. The CITY shall provide the AUTHORITY with reasonable notification of necessary maintenance on the Equipment and permit the AUTHORITY to access the Equipment for such purposes.
- 6.6 In connection with the Dispatch Services, the AUTHORITY shall:
 - A. At its own expense, install and maintain all "exterior" communications equipment, including but not limited to vehicle and portable radio equipment necessary to communicate with Reno Public Safety Dispatch through acceptable frequencies and repeater sites and ensure compliance with applicable FCC, federal, state and local laws.
 - B. Maintain any and all existing radio equipment outside of the above mentioned equipment, scanners, and repeater sites that the AUTHORITY determines is essential to its operations.
 - C. Notify Reno Public Safety Dispatch of the geographic boundaries of AUTHORITY's jurisdiction and advise immediately, in writing, of any changes thereto.
 - D. Ensure that all users of AUTHORITY's services are notified of the proper procedure for making emergency and non-emergency requests for services through Reno Public Safety Dispatch for proper and prompt handling.

Section 7. Responsibilities of the CITY.

- 7.0 As more completely set forth at Exhibit F ("Scope of Services"), from and after the Handover Date, and unless otherwise specified in an Annual Plan or elsewhere in this Agreement, the CITY shall be responsible for all aspects of providing the Services at the Airport, which shall include, but not be limited to, providing all staff to perform the Services as CITY employees or contractors and all supplies and consumable materials.
- 7.1 The CITY shall utilize only personnel trained to provide the Services, in accordance with FAA regulations and policies, including all applicable Advisory Circulars. From and after the Handover Date, and except as otherwise specifically set forth elsewhere in this Agreement, the CITY shall station and staff personnel and equipment at the Airport sufficient to maintain FAA Index at all times. The

- AUTHORITY may reasonably request that the CITY verify its compliance with FAA Index and all other 14 CFR Part 139 requirements. The AUTHORITY will make a good faith effort to notify the CITY of any changes to applicable requirements under this Paragraph 7.1.
- 7.2 The CITY shall provide the Services at the Airport 24 hours a day, 365 days per year, in accordance with the requirements of Exhibit C entitled "Staffing and Service Standards for RTIA."
- 7.3 The CITY shall always maintain the Premises in clean condition. The CITY shall handle and use the Equipment and Personal Property with reasonable care. From time to time, the CITY may hire outside vendors to provide maintenance or cleaning services. The AUTHORITY agrees to pay the cost for such outside services provided the AUTHORITY is given advance notice and the opportunity to approve of the service.
- 7.4 The CITY may store fire suppression agents and any other materials used in providing the Services, provided that it strictly adheres to the environmental compliance provision as noted in Section 19.
- 7.5 The CITY shall ensure that FAA Part 139 response times are within the parameters established by the FAA. From time to time but no less frequently than annually, CITY will provide annual reports on aircraft alerts and rescue runs to the terminal complex to the Chief Operations and Public Safety Officer of the Airport containing substantially the same information as is set forth in Exhibit D. The AUTHORITY will make a good faith effort to notify the CITY of any changes in the response time requirements.
- 7.6 Except as otherwise provided herein or in an Annual Plan, the CITY agrees to issue, provide, and maintain all other equipment and materials that it deems necessary for delivery of the Services. The CITY shall have sole discretion to determine what equipment and materials are necessary in order for the CITY to maintain the same level of Services that was provided by the AUTHORITY prior to the Handover Date.
- 7.7 The CITY shall repair or pay the cost of repair of all damage to the AUTHORITY's property caused by the negligent, reckless or intentional acts or omissions of the CITY, its agents, contractors, employees, suppliers or invitees arising as a result of the CITY's use or occupancy of the Premises or provision of the Services. Expenses associated with this provision are not reimbursable under this Agreement.
- 7.8 The CITY shall at all times comply with (i) all federal, state, and local statutes, ordinances, regulations, rules, policies, Advisory Circulars, and guidance applicable to the CITY's use and occupancy of the Premises and provision of the Services, and (ii) all Airport Rules and Regulations which now exist or may hereafter be promulgated by the AUTHORITY.
- 7.9 The CITY self-insures under a funded program of self-insurance for Public Liability, Auto Liability and Workers Compensation Insurance. The CITY will

provide full casualty, liability, personal property and workers compensation insurance, under said self-insurance program. The CITY agrees to defend the AUTHORITY in all suits arising out of the Services. Any expenses associated with this provision are not reimbursable by the AUTHORITY, except for workers compensation premiums as part of the Actual Annual Payments.

- 7.10 Any fines, penalties, or court-ordered payments incurred by the CITY as a result of its use and occupancy of the Premises or provision of the Services are not reimbursable expenses to be paid by the AUTHORITY.
- 7.11 CITY agrees that its employees will conduct no business unrelated to the Services or use the Premises for such activities, whether individually or on behalf of the CITY.

Section 8. Annual Plan, Fees, Adjustments, Books of Accounting, Audit and Budget.

The AUTHORITY or any successor organization will compensate the CITY for the Services as follows:

- 8.0 No later than one hundred and twenty (120) days prior to the beginning of each Fiscal Year, the CITY shall present to the AUTHORITY a detailed operating plan (the "Annual Plan") for the Services as described in Exhibit F for the upcoming Fiscal Year, including proposed staffing, a budget (including but not limited to any proposed capital expenditures to be made by the AUTHORITY in support of the Services), and an estimate of the annual payment due from the AUTHORITY to the CITY in consideration of the Services for the upcoming Fiscal Year ("Estimated Annual Payment"), calculated in accordance with Exhibit G. The Annual Plan and statement of the Estimated Annual Payment must be accompanied with documentation and line-item breakdowns for each component of the Estimated Annual Payment to the AUTHORITY's reasonable satisfaction. The Annual Plan shall be subject to the AUTHORITY's review, comment, and written approval, which shall not be unreasonably withheld. Any other provision of this Agreement notwithstanding, it shall be reasonable for the AUTHORITY to deny approval of the Annual Plan if the CITY proposes to staff the Services with additional personnel beyond a level reasonably necessary to provides the Services, provided that the AUTHORITY shall give sufficient consideration to the need to account for staff turnover, overtime, vacations, personal leave, and other absences. Upon such AUTHORITY approval, the Annual Plan and the Estimated Annual Payment shall be effective for the subsequent Fiscal Year. If the AUTHORITY has not approved a new Annual Plan by the first day of a given Fiscal Year, the previous Annual Plan shall remain in effect until the AUTHORITY has approved a new Annual Plan. Upon mutual agreement, the Parties may amend the then-current Annual Plan and Estimated Annual Payment to account for necessary or requested changes to the Scope of Services.
- 8.1 In connection with the Services as described in Exhibit F, each month during the term of this Agreement, the AUTHORITY shall pay the CITY for the actual, direct costs incurred by the City for personnel expenses (including wages, benefits, and overtime) and supplies during the preceding month *plus* one-twelfth (1/12) of the estimated administrative support costs calculated pursuant to Item D of Exhibit G

- (each, a "Monthly Payment"). Each Monthly Payment shall be made to the CITY no later than thirty (30) days following the AUTHORITY's receipt of an invoice from the CITY with documentation and line-item breakdowns for each component of the Monthly Payment to the AUTHORITY's reasonable satisfaction. The CITY's invoice for the sixth month of each Fiscal Year shall also include a year-to-date statement showing all the expenses associated with providing the Services (including deductions or exclusions made in computing the fees associated with providing the Services) and the AUTHORITY's Monthly Payments made to date, and a comparison to the Estimated Annual Payment. If the AUTHORITY's first six Monthly Payments exceed or are projected to exceed Fifty Five Percent (55%) of the Estimated Annual Payment, the CITY and the AUTHORITY shall meet and confer and take good faith efforts to reduce expenditures on the Services.
- 8.2 No later than the Handover Date, CITY shall create a separate and distinct cost center sufficient to comply with FAA and AUTHORITY requirements (the "Airport Fire Services Cost Center") to track all costs and expenses of providing the Services and revenue realized from the AUTHORITY's Monthly Payments. The CITY shall include the Airport Fire Services Cost Center as part of the CITY's general government audit process and cost allocation plan. The CITY shall keep and make available to the AUTHORITY upon its request, true and complete records and accounts of all the CITY's expenses and income associated with providing the Services. The CITY shall maintain all records in accordance with Generally Accepted Accounting Principles.
- 8.3 The Parties agree that the Monthly Payments are based in part on estimates and are subject to an annual true-up. The Parties further agree that the AUTHORITY is responsible only for the costs incurred by the CITY for Services actually provided to the AUTHORITY at the Airport under this Agreement during the applicable Fiscal Year (the "Actual Annual Payment"). No later than ninety (90) days after the conclusion of each Fiscal Year, the CITY shall calculate the Actual Annual Payment in the manner set forth on Exhibit G and provide the AUTHORITY with documentation reasonably sufficient to support such calculations. If the Actual Annual Payment exceeds the total Monthly Payments the AUTHORITY has already made for a given Fiscal Year, the AUTHORITY shall immediately remit the difference to the CITY. If the total Monthly Payments the AUTHORITY has already made exceeds the Actual Annual Payment for a given Fiscal Year, the CITY shall apply a credit, equal to the difference, against the AUTHORITY's subsequent Monthly Payments until such credit is extinguished. The rest of this Section 8.3 and Exhibit G notwithstanding, the AUTHORITY's Actual Annual Payment obligation for the time between the Handover Date and the first day of the next Fiscal Year shall not exceed the Maximum Initial Budget.
- 8.4 The CITY shall keep and preserve all records relating to its performance of the Agreement for at least six (6) years from the date of the most recent Monthly Payment made by the AUTHORITY.
- 8.5 The AUTHORITY shall maintain full, true and complete copies of all records related to this Agreement as are necessary to maintain by law and shall retain such records for no less than the period of time set forth under Nevada law. In the event

there is an audit of such records scheduled or in progress, the retention period shall be extended for a period reasonably necessary to complete the audit or to complete any administrative or judicial litigation which may ensue. At all times, the CITY shall have the right, through its representatives and at its own expense, to review and/or audit all of the records of the AUTHORITY related to this Agreement, so long as the CITY provides reasonable notice to the AUTHORITY.

- At all times, the AUTHORITY shall have the right, through its representatives and at its own expense, to audit all of the records of the CITY's provision of the services under this Agreement, so long as the AUTHORITY provides reasonable notice to the CITY provided, however, that in the event the FAA requests documents within a specific timeline the CITY will comply with the timeline set by the FAA. If the audit establishes that there was any error in accounting for the operating expenses associated with the services provided under this Agreement, such error(s) will be corrected within 30 days of the date such error(s) is identified. Any required additional payment or credit, as applicable, will be applied on the next Monthly Payment(s) until the discrepancy is resolved.
- 8.7 The CITY agrees to cooperate with the AUTHORITY in any preparation and/or maintenance of records as may be required in connection with the Services by the FAA or any another governmental entity with regulatory oversight of the Airport. This includes, but shall not be limited to, personnel training records, financial records, equipment inspection and/or maintenance logs (for any equipment maintained by the CITY), and staff shift logs and/or duty rosters. The CITY shall make such records available to the AUTHORITY, the FAA, or such other regulatory entities as may be required by law or audit, provided, however, that nothing in this Agreement shall waive any right or privilege held by either Party to production or disclosure hereunder.
- 8.8 The CITY acknowledges and agrees that the AUTHORITY is prohibited by its Grant Assurances (as defined herein), and federal law set forth at 49 U.S.C. § 47133, from utilizing AUTHORITY funds to compensate or reimburse the CITY for any costs unrelated to the Services or the operation of the Airport. The CITY, with reasonable assistance from the AUTHORITY, shall use its best efforts to ensure that no impermissible costs are charged to the CITY through the Actual Annual Payment. If the FAA determines that the AUTHORITY has paid funds to the CITY in violation of federal law and/or the AUTHORITY's Grant Assurances, the CITY agrees to reasonably cooperate with the AUTHORITY in resolving such violation, which may include, but shall not be limited to, repayment or credit to the AUTHORITY for impermissible payments.

Section 9. Access To Premises / Relocation of Premises.

9.0 The AUTHORITY may, at any time in its sole discretion, close, relocate, reconstruct, change, alter or modify all presently designated means of ingress and egress to and from the Premises, either temporarily or permanently; provided, however, that a reasonably convenient and adequate alternative means of ingress and egress to and from the Premises are made available to the CITY.

9.1 The AUTHORITY reserves the right to relocate the CITY to a similar location at any time during the Term of this Agreement. The necessity of such relocation shall be determined exclusively by the AUTHORITY at its sole discretion and cost.

Section 10. Surrender of the Premises by CITY; Winding Up of Services.

- 10.0 At the expiration of the Term of this Agreement or at any earlier termination, the CITY will surrender the Premises in a good state of repair and condition to the AUTHORITY, reasonable wear and tear excepted.
- 10.1 All buildings, fixtures and other improvements built on, or made to, the Premises by the CITY shall remain on the Premises and shall become the exclusive property of the AUTHORITY immediately upon the termination of this Agreement. Upon surrender of the Premises, the CITY shall remove all equipment, trade fixtures and personal property belonging to it that have not assumed the characteristics of a permanent fixture. The CITY shall not remove any Equipment, or any other property owned by the AUTHORITY, regardless of whether the CITY was permitted the use of such Equipment or Personal Property during the Term of this Agreement. Any and all property not removed immediately by CITY shall, at the option of the AUTHORITY, become the property of the AUTHORITY at no cost to the AUTHORITY. Unless otherwise agreed to by the Parties, any damage to the AUTHORITY's property caused by the removal of any of the CITY's equipment, trade fixtures or personal property shall be repaired by the CITY at its sole expense within a reasonable time following the removal.
- 10.2 CITY shall not remove or demolish, in whole or in part, any improvements placed upon the Premises or Equipment by CITY during the Term without the prior written consent of the AUTHORITY, which may at its discretion, condition such consent upon the obligation of CITY to replace the same by an improvement specified in such consent.
- In the event the CITY continues to use or occupy the Premises after the expiration or termination of this Agreement, such continuation shall not be interpreted to operate as a renewal of this Agreement but shall be deemed to be only a tenancy at sufferance continuing on a month-to-month basis. In such case, the AUTHORITY may terminate such month-to-month tenancy upon thirty (30) days written notice to the CITY. If the CITY remains in possession of the Premises after expiration or termination of this Agreement, the CITY shall be liable to the AUTHORITY for the fair market value ("FMV") rent of the Premises for the period of such occupancy. The FMV rent shall be the AUTHORITY's then-effective rental rate for reasonably similar nonaeronautical facilities at the Airport, as applied to the square footage of the Premises.
- 10.4 Within fourteen (14) days of either Party giving notice to the other of its intent to terminate this Agreement (including but not limited to any notice of non-renewal), the Parties shall meet and confer to discuss a transition of the Services from the CITY to the AUTHORITY or the AUTHORITY's designee prior to or upon termination or expiration of the Agreement. Any notice of non-renewal or termination notwithstanding, the CITY shall continue to provide the Services until any agreed-upon transition date or the expiration or termination of the Agreement,

whichever is later. The CITY shall ensure that there is no interruption of the Services during any period prior to the AUTHORITY's resumption of the Services. Upon the termination or expiration of the Agreement or within a reasonable period thereafter, the CITY shall provide a final accounting of the Actual Annual Payment due from the AUTHORITY, which shall be reconciled against prior Monthly Payments made for the applicable Fiscal Year.

Section 11. Indemnification.

- To the extent limited in accordance with the Nevada State Constitution and NRS 11.0 41.0305 to NRS 41.039, the AUTHORITY shall indemnify, defend, and hold harmless the CITY from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by the AUTHORITY or any of its officers or employees, which may occur during, or which may arise out of the performance of this Agreement. To the extent limited in accordance with the Nevada State Constitution and NRS 41.0305 to NRS 41.039, the CITY shall indemnify, defend, and hold harmless the AUTHORITY from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by CITY or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. The CITY will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. The CITY's indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 or other applicable provisions or limitations.
- 11.1 The Parties' respective environmental indemnity obligations shall be governed by Section 19.
- 11.2 This Section 11 shall survive the term of this Agreement for actions or omissions which occurred during the term of this Agreement, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.
- 11.3 It is expressly agreed that neither Party shall indemnify, defend, or hold the other harmless for events, occurrences or conditions which took place prior to the Effective Date nor any assume liability or responsibility for the same.
- 11.4 Nothing contained in this Agreement shall be constructed to be a waiver of any of the Parties' sovereign immunity, any individual's qualified immunity, or any other immunity or exemption from liability provided for by law.
- 11.5 If the AUTHORITY is found to be liable for any FAA, TSA, or other civil penalty arising in whole or in part from the CITY's negligence or recklessness in performance of the Services or operations on the Airport, the CITY shall be liable to the AUTHORITY for the full amount of any such penalty.

Section 12. Notices.

Whenever any notice is required by this Agreement to be made, given or transmitted to the Parties hereto, such notice shall be deemed to have been given if enclosed in an envelope with sufficient postage attached, and sent by certified mail, return receipt requested to insure delivery, and deposited in the United States mail addressed to:

RENO-TAHOE AIRPORT AUTHORITY:

Reno-Tahoe Airport Authority Attn: RTIA CEO 2001 E. Plumb Lane Reno, Nevada 89502

CITY OF Reno, Nevada:

Reno Fire Department Attn: Fire Chief P.O. Box 1900 Reno, Nevada 89505

Reno City Attorney P.O. Box 1900 Reno, Nevada 89505

Section 13. Severability.

In the event any covenant, condition or provision of this agreement is held to be invalid by any court of competent jurisdiction, such determination of invalidity will not materially prejudice either the AUTHORITY or the CITY as to their respective rights or other obligations contained in the valid covenants, conditions or provisions of this Agreement that shall remain and continue in full force and effect.

Section 14. Non-Waiver.

A waiver by either Party of any of the provisions, conditions, or covenants herein contained shall not be deemed by the other Party at any time thereafter to be a waiver of the same or any other provision, condition, or covenant herein contained, or to be a waiver of the requirement for the strict and prompt performance thereof. No notice by either Party is required to restore or revive any right, power, remedy, privilege or option following a waiver by either Party of any requirement, obligation or default of the other. No, right, power, remedy, privilege or option of either Party shall be construed as being exhausted or discharged by the exercise thereof on more than one occasion.

Section 15. Default Termination by the AUTHORITY.

Subject to Section 17, the AUTHORITY at its option may declare this Agreement terminated in its entirety and exercise all right of re-entry to the Premises if the CITY violates any of the provisions of this Agreement.

Section 16. Default Termination by CITY.

Subject to Section 17, the CITY at its option may declare this Agreement terminated in its entirety and vacate the Premises without penalty if the AUTHORITY violates any of the provisions of this Agreement.

Section 17. Time of Termination for Default.

No termination based on an event of default declared by either Party shall be effective unless and until thirty (30) days have elapsed after written notice of the termination is received by the other Party specifying when such termination shall take effect and detailing the specific grounds of the default. No termination shall be effective if such default shall have been cured during such thirty (30) day period, nor shall such termination be effective if correction of the default is commenced within said thirty (30) days and completed as promptly as reasonably practicable.

Section 18. Termination of Agreement For Reasons Other Than Default.

This Agreement may be terminated upon the occurrence of any of the following events:

- A. If any part of the Premises that is vital to the CITY in its operation are taken or condemned under power of eminent domain by any governmental authority during the Term of this Agreement and the AUTHORITY is unable to provide replacement Premises suitable to the CITY. The CITY shall have no claim or interest in or to any award of damages for the taking of the AUTHORITY's ownership interest in any portion of the Premises or any improvements located thereon that are wholly owned by the AUTHORITY.
- B. If the Premises cannot be used for the uses contemplated by this Agreement for reasons of force majeure, as defined in Section 26 for at least thirty (30) consecutive days, and the Parties hereto cannot agree on terms and conditions necessary for the continuance of this Agreement within a ninety (90) day period immediately following the thirty (30) day period of nonuse, the CITY may cancel this Agreement.
- C. The inability of the CITY to use the Premises for a period in excess of ninety (90) days, because of the issuance of any order, rule, or regulation by the United States or an instrumentality thereof preventing the CITY from operating at the Premises for cause or causes not constituting a default under this Agreement.
- D. The assumption by the United States or an instrumentality thereof of the operation, control or use of the Airport or a substantial part thereof in such a manner as to substantially restrict the CITY for a period of at least sixty (60) days from providing the Services at the Airport.
- E. The withdrawal or cancellation by the United States or an authorized instrumentality thereof of the right of regularly scheduled airlines to operate at the Airport.

F. The issuance by any court of competent jurisdiction of an injunction restraining the use of the Airport or the Premises if said injunction shall remain in force for more than sixty (60) days.

Section 19. Environmental Compliance.

For the purposes of this Agreement, the term "Environmental Laws" means all Federal, State of Nevada and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up, as they currently exist or may exist in the future, including, without limitation, the Clean Air Act, 42 U.S.C. §7401 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq., the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. §136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 et seq.; the Noise Control Act, 42 U.S.C. §4901 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, and the Emergency Planning and Community Right to Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §9601 et seq.; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. §2601 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seg; and all State environmental protection, superlien and environmental clean-up statutes, with implementing regulations and all local laws, regulations and ordinances insofar as they are equivalent or similar to the Federal laws recited above or purport to regulate Hazardous Materials, and judicial interpretations of each of the foregoing.

For the purposes of this Agreement, the term "Hazardous Materials" means and includes any materials, substances, chemicals, or elements in any physical state (liquid, solid, gaseous/vapor) that are prohibited, limited, or regulated by Environmental Laws, or any other substances, chemicals, materials, or elements that are defined as "hazardous" or "toxic," under Environmental Laws, or that are known or considered to be harmful, hazardous, or injurious to human health or safety or the environment.

CITY must comply with and adhere to all Environmental Laws in its performance of the Services and occupancy of the Premises.

To the extent required by Environmental Law, CITY shall maintain an inventory of Hazardous Materials stored or used by it at the Premises and any Airport facilities and property which inventory shall be available for inspection by the AUTHORITY. CITY shall provide the AUTHORITY copies of such inventory and Safety Data Sheets upon written request by the AUTHORITY.

CITY shall not store, use, treat, or dispose of any Hazardous Materials at the Premises or any Airport facilities and property except where such use, storage, use, treatment or disposal is in compliance with all applicable Environmental Laws.

CITY shall undertake such steps to remedy and/or remove any Hazardous Materials and any other environmental contamination that arises out of CITY's performance of the Services or use of the Premises or the Airport. Any such remediation shall be in a manner that is satisfactory to the AUTHORITY, in its reasonable discretion, and in accordance with Environmental Laws. Such work shall be performed at CITY's expense. Upon reasonable written notice to Airline, the City may review and inspect all such work at any time using consultants and representatives of its choice at Airline's cost and expense, provided that the City's review and inspection does not unreasonably interfere with Airline's remediation efforts. If CITY fails to commence and/or fails diligently to conduct such remediation, CITY shall be deemed in default of this Agreement and the AUTHORITY may, but shall not be required to, conduct the work at CITY's sole expense.

CITY hereby indemnifies and agrees to defend and hold harmless the AUTHORITY from all costs, claims, demands, actions, liabilities, complaints, fines, citations, violations, attorney's fees, consultant's fees, or notices of violation arising from or attributable to: (i) a presence or release of Hazardous Materials into the environment caused by CITY at the Premises or any Airport facility or property, or the subsurface, waters, air, or ground thereof, in excess of levels allowable by Environmental Laws or the violation of any Environmental Laws due to CITY's management, control, authorization, handling, possession, or use of Hazardous Materials at the Airport; (ii) any breach by CITY of any of its warranties, representations, or covenants in this Section; (iii) CITY's remediation or failure to remediate Hazardous Materials as required by this Agreement. CITY's obligations hereunder will survive the termination or expiration of this Agreement, and will not be affected in any way by the amount of or the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting Airport or any part thereof, except that, in the event that AUTHORITY recovers funds from insurance carriers or any third-party in connection with claims associated with (i), (ii), or (iii) above, AUTHORITY may not recover the same funds from CITY.

Notwithstanding the foregoing, the CITY shall have no indemnification obligation under this Section for any costs, claims, demands, actions, liabilities, complaints, fines, citations, violations or notices of violation arising from or attributable to any release of Hazardous Materials in, on or under the Premises or the Airport prior to the Handover Date or not caused by CITY, except to the extent materially exacerbated by the CITY, or otherwise if CITY's use, operation or occupancy of the Premises or provision of the Services fails to comply with Environmental Laws.

Section 20. Security.

CITY, its employees, agents and representatives shall comply with all security measures contained in the Airport Security Plan and regulations of the Transportation Security Administration. If CITY, its employees, agents and representatives fail or refuse to comply with said measures and such non-compliance results in monetary penalty being assessed against the AUTHORITY,

CITY shall solely be held responsible and shall reimburse the AUTHORITY in the full amount of any such monetary penalty.

CITY's employees, requiring access to the Premises, shall be provided with an identification badge issued by the AUTHORITY and shall be required to keep and prominently display the identification badge at all times when involved with the delivery of the Services outlined in this Agreement.

Section 21. Signage.

CITY shall not permit any signs or other advertisement, except those approved prior to posting in writing by the AUTHORITY, to be maintained upon the Premises or upon the exterior of any fixtures, improvement or appurtenances thereto.

Section 22. Federal Government's Emergency Clause; Subordination to Grant Assurances and Required Federal Provisions.

All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate all of the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.

This Agreement shall be subordinate to the provisions of any existing or future agreements between the AUTHORITY and the United States of America relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to the AUTHORITY of federal funds for the development of the Airport ("Grant Assurances"). In the event that this Agreement, either on its own terms or by any other reason, conflicts with or violates any such Grant Assurances, the AUTHORITY has the right to amend, alter, or otherwise modify the terms of this Agreement in order to resolve such conflict or violation, including but limited to termination of the Agreement.

CITY agrees to comply with the Required Federal Provisions attached to this Agreement as Exhibit I.

Section 23. Inspection.

CITY agrees that the AUTHORITY shall have the right to enter any part of the Premises at reasonable or necessary times for the purpose of inspection, protection, or exercising any right under this Agreement. Whenever possible, prior notification will be provided.

Section 24. No Individual Liability.

No member, officer, agent, director, or employee of the AUTHORITY or CITY shall be charged personally or held contractually liable by or to the other Party under the terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

Section 25. Avigation Rights.

The AUTHORITY reserves unto itself, its successors, and assigns for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport, including the Premises, for navigation or flight in the said airspace for landing on, taking off from, or operating at the Airport.

Section 26. Force Majeure.

Neither the AUTHORITY nor the CITY shall be deemed to be in breach of this Agreement if either Party is prevented from performing any obligations required of it hereunder by reason of strikes, boycotts, shortages of materials, labor disputes, pandemic, embargoes, acts of God, acts of public enemy, acts of superior governmental authority, floods, riots, foreign or civil wars, rebellion, sabotage by third parties, or any other similar circumstances for which it is not reasonably responsible and which is not within its control.

Section 27. Incorporation of Exhibits.

All exhibits and attachments referred to in this Agreement or in any duly executed amendment hereto are intended to be and are hereby specifically made a part of this Agreement. The exhibits attached hereto to the extent not completed at the time of execution hereof, shall conform substantially to the description thereof contained on each exhibit page and may be supplied by the Parties.

Section 28. Radon Gas.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Nevada. Additional information regarding radon and radon testing may be obtained from the county public health unit.

Section 29. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

Section 30. Section Headings.

Section Headings are inserted only as a matter of convenience and for reference, and in no way govern, define, limit, modify or describe the scope, meaning or intent of any provision of this Agreement.

Section 31. Governing Law.

This Agreement is to be read and construed in accordance with the laws of the State of Nevada and the County of Washoe. The Parties hereto agree that any court of appropriate jurisdiction presiding in Washoe County, Nevada shall be the forum for any actions brought hereunder.

Section 32. Entire Agreement.

This Agreement, which includes the Exhibits and attachments hereto, constitutes the entire agreement by and between the Parties hereto concerning the Services and the Premises. No statement, representation, writing, understanding, or agreement made by either Party, or any representative of either Party, which are not expressed in this Agreement shall be binding. All changes, additions, amendments to, or modifications of this Agreement or any of its terms, provisions, and conditions shall be binding only when made in writing and signed by the authorized officer, agent, or representative of each of the Parties hereto.

executed this day of	hereto have caused this Agreement to be duly, 2024.
CITY OF RENO	RENO TAHOE AIRPORT AUTHORITY
BY: Hillary Schieve, Mayor	BY:
DATE:	DATE:
ATTEST: BY:	
City Clerk	
DATE:	
RENO FIRE DEPARTMENT	
BY:	-
DATE:_	
APPROVED AS TO FORM:	APPROVED AS TO FORM:
BY:	BY:
NAME: Deputy City Attorney	NAME:
DATE:	DATE:

EXHIBIT A

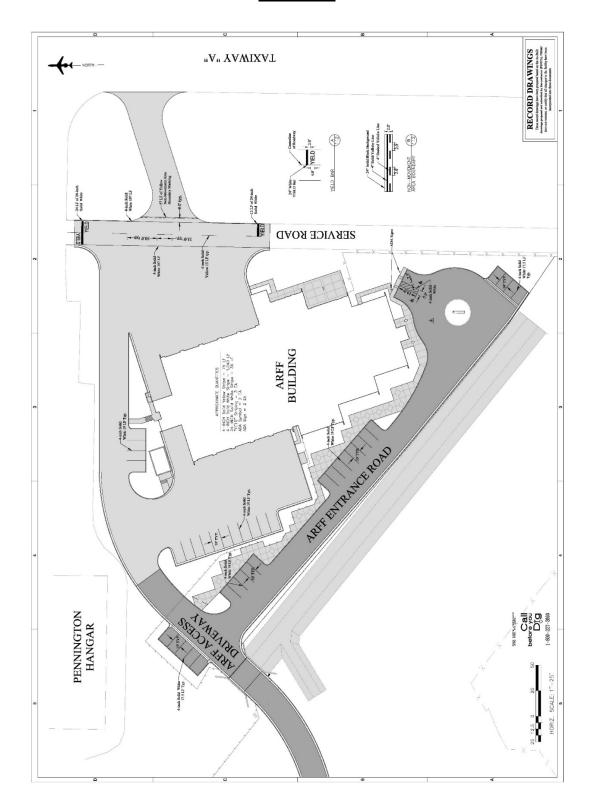


EXHIBIT B

Equipment Inventory (By Vehicle and/or Location)

Brush 90 Inventory

Item	Number
R1 Compartment	
Hose	
1.75", 10' fill hose	2
1.75", 10' stinger line w/check valve	1
2.5", 10' Fill hose	1
3", 10' Fill hose	1
1" NPSH, 100' rolled hose	9
1.5 NH, 100' rolled hose	5
Adapter	
1" NPSH-F to 1" NH-M	1
1" NH-F to 1" NPSH-M	1
1.5" NPSH-F to 1.5" NH-M	1
1.5"NH-F to 1.5" NPSH-M	3
Icreasers	
.75" NH-F to 1" NPSH-M	2
1" NPSH-F to 1.5"NH-M	1
Couplings	
1" NPSH, Double Female	4
1" NPSH, Double Male	4
1.5" NH, Double Female	5
1.5" NH, Double Male	5
Reducer/Adapter	
1"NPSH-F to .75" NH-M	13
1.5" NH-F to 1"NPSH-M	12
2"NPSH-F to 1.5" NH-M	0
2.5" NPSH-F to 1.5" NH-M	4
2.5" NH, Double Female	2
2.5" NH, Double Male	2
Hydrant gate valves	2
Reducers	
1.5"NH-F to 1" NH-M	1
2.5"NH-F to 1.5" NH-M	4
Tees	

1" NPSH-F x 1"NPSH-M x 1"NPSH-M, cap	3
1.5" NH-F x 1.5"NH-M x 1"NPSH-M, cap	7
1.5"NH-F x 1.5"NH-M x 1" NPSH-M, valve	4
Valves	
1.5"NH-F, Automatic check and Bleeder	1
1" NPSH, Shut Off	1
1.5"NH, Shut Off	2
Foot, w/strainer	1
Ejector	
1'NPSH x 1.5"NH, Jet Fill	0
Nozzles	
Forester, 1" NPSH	1
Adjustable, 1" NPSH	20
Adjustable, 1.5" NH	7
Adjustable, .75" NH	3
Foam, 1.5" NH	1
Wyes	
1" NPSH, Two Way, Gated	7
1.5" NH, Two Way, Gated	9
Other	
Hydrant wrench	1
Small spanners	6
Hose Clamp	5
Wheel Chock	1
R2 Compartment	
Stihl MS362C Chainsaw, 25" bar	1
Orange Chaps	2
Pounder	1
Earplugs	1bag
Safety Glasses	2
R3 Compartment	
Smoke Chaser Bladder Bags, filled w/wand	2
Indian Bladder Bags w/ wand	3
Mop Up Bag	
.75"NH, Garden Hose in ft	800
1"NPSH-F to .75" NH-M	4
.75" , Shut Off	5
.75", Nozzles	5
.75", Gated Wye	6
•	

R1 SCBA Bottle Compartment	
Fire extinguisher	1
Hose Reel Crank	1
R2 SCBA Bottle Compartment	
Fussees	full
Rear Compartment Lower	
1.5"NH, 100" Rolled Hose	5
1" NPSH, 100' Rolled Hose w/ nozzle	1
1" NPSH, 10' back up hose w/ nozzle	1
WUI hooks	2
Bottled water cases	3
L1 Compartment	
AA Batteries, Case	2.5
AAA Batteries, Case	1
Hand Wipes, Case	2
Various tape rolls	
Glow sticks box	1
Belt Weather Kit	1
Various Cleaning Supplies	
L2 Compartment	
Tool Box	1
Road Triangles, case	1
Socket Wrench Set	1
12 ton Bottle Jack	1
Fire extinguisher	1
Chain, in yellow bag	1
Tire Iron	1
Wasp Spray	1
L3 Compartment (Tool Compartment)	
Bolt Cutters	1
Claw Hammer	1
Fencing Pliers	1
Seat Belt Cutter	1
Bastard File	5
Pulaski	1
Mcleod, full size	1
mcleod, small size	1
Rhino Tool	1
Hoe	1

Combi-Tool	1
Pulaski/pounder	1
Halligan	1
Breaker Bar	1
L4 Compartment (Bomb Box)	
Diesel fuel, gallons	5
Drip Torch Mix, gallons	5
Unleaded Fuel, gallons	3
Spill Protection Dike	1
Saw Bar Oil	5
Bar Oil/Saw Fuel Sigs	5
Fuel/Oil Dolmar	2
Funnel	1
Drip Torch Mix, gallons	1
15w40, Gallon	1
Black Spray Paint	1
Can of Gum Out	1
Red Spray Paint	1
2 Stroke Fuel Mix, Pack	2
Berry Pistol Flares, box	2
L1 SCBA Compartment	
Fussees	Lots
Fire extinguisher	1
L2 SCBA Compartment	
	1
Fire extinguisher	
Fire extinguisher Rear Left Hose Bed	
	2
Rear Left Hose Bed	2
Rear Left Hose Bed 1.5"NH, 200" Hose lay w/nozzle and Tee	2
Rear Left Hose Bed 1.5"NH, 200" Hose lay w/nozzle and Tee Rear Left Center Hose Bed	2
Rear Left Hose Bed 1.5"NH, 200" Hose lay w/nozzle and Tee Rear Left Center Hose Bed Open	2
Rear Left Hose Bed 1.5"NH, 200" Hose lay w/nozzle and Tee Rear Left Center Hose Bed Open Rear Suction Hose Compartment	
Rear Left Hose Bed 1.5"NH, 200" Hose lay w/nozzle and Tee Rear Left Center Hose Bed Open Rear Suction Hose Compartment 1.5" suction Hose, with foot valve	2
Rear Left Hose Bed 1.5"NH, 200" Hose lay w/nozzle and Tee Rear Left Center Hose Bed Open Rear Suction Hose Compartment 1.5" suction Hose, with foot valve LDH Suction Hose	2
Rear Left Hose Bed 1.5"NH, 200" Hose lay w/nozzle and Tee Rear Left Center Hose Bed Open Rear Suction Hose Compartment 1.5" suction Hose, with foot valve LDH Suction Hose Rear Left Hose Bed	2 3
Rear Left Hose Bed 1.5"NH, 200" Hose lay w/nozzle and Tee Rear Left Center Hose Bed Open Rear Suction Hose Compartment 1.5" suction Hose, with foot valve LDH Suction Hose Rear Left Hose Bed Hose Pack	2 3
Rear Left Hose Bed 1.5"NH, 200" Hose lay w/nozzle and Tee Rear Left Center Hose Bed Open Rear Suction Hose Compartment 1.5" suction Hose, with foot valve LDH Suction Hose Rear Left Hose Bed Hose Pack 1.5" NH, 100'	2 3 11 11
Rear Left Hose Bed 1.5"NH, 200" Hose lay w/nozzle and Tee Rear Left Center Hose Bed Open Rear Suction Hose Compartment 1.5" suction Hose, with foot valve LDH Suction Hose Rear Left Hose Bed Hose Pack 1.5" NH, 100' 1" NPSH, 100'	2 3 11 11

Top Enclosed Crows Nest	
Foam Fill	1
Water Fill	1
Tarp	1
Barbed Wire Roll	1
Hitch w/vice welded on	1
Spare PPE Bag	1
Top Open Crows Nest	
Class A Foam, 5 gallon	4
MRE, Case	3
Top Front Side	
Jumper Cables	1
Top Rear Side	
Open	
Crosslays	
1.5" NH, 200" w/ 1.5" Tee, 1.5" Nozze	2
Front Bumber Hose Tray	
1"NPSH, 10' Attack line, w/ RTAA nozzle	1
1.5" NH, 10' Attack Line, w/nozzle	1
Cab	
Crew Boss Kit	1
Driving GPS	1
Rear Discharge	
1.5" Gated wye attached	1
Right Side Discharge	
1.5" Gated wye attached w/ 1.5" to 1" reducer	1
Right Side Spanner and Wrench set	1
Left Side Spanner and Wrench Set	1

Apparatus: Crash 9 834	0 EQ	Month:	Month:		
Item Description	Q T Y	Item Description	Q T Y	Item Description	Q T Y
CAB		COMPARTMENT L1		COMPARTMENT L5	
Hand lanterns	2	Nitrogen cylinder >1750psi	1	Irons set	1
Harris XL-200 portable radio	1	Argon cylinder >1750psi	1	Pick head axe	1
ERG	1	Cylinder cap	2	36" Pry bar	1
GTAC tablet	1	Penetrator safety cap	1	30" Crow bar	1
MDT	1	Penetrator safety tube	1	48" Pry bar	1
Gate opener	1	Hydraulic cal cheat sheet	1	K-tool kit	1
Bay door opner	1	Rubber mallet	1	Denver tool	1
EMS Protocols	1	Hydrant wrench	1	Water can	1
Airport map set	1	Spanner wrench	2	High flow BC extinguisher	1
Key set	1	2.5" Gate valve	1	Halotron extinguisher	1
Stead Airport prox card (attached to keys)	1	2.5" x 1.5" (2) Gated wye	1	COMPARTMENT R1	
Binoculars	1	5" Storz x 2.5" Female adapter	1	Hydrant wrench	1
M, L, XL EMS Gloves	1e a	2.5" x 1.5" Double female reducer	1	Spanner wrench	2
Scott X3 air packs	2	2.5" Female x 1.5" Male reducer	1	2.5" x 1.5" Double female reducer	1
TIC	1	1.5" x .75" Reducer	1	2.5" Double female	1
4 gas w/ air pump	1	Mini storz x 1.5" Pipe thread adapter	1	2.5" Double male	1
Medical bag	1	2.5" Double female	1	1.5" Double female	1
O2 bag	1	2.5" Double male	1	1.5" Double male	1
Ped bag	1	1.5" Double female	1	COMPARTMENT R2	
Triage pack	2	1.5" Double male	1	Storz spanner wrench	4
C-Collar Bag	1	3" Drain line	1	TFT, 1.5", 30-200 GPM, 100 PSI Nozzle	1
Edraulic batteries	2	COMPARTMENT L2		5" Storz x 2.5" Female adapter	1

Heat gun	1	TFT, 1.5", 30-200 GPM, 100 PSI	1	Hose strap (webbing)	1	
		Nozzle				
Radiation detector	1	5" Storz x 2.5" Female adapter	1	COMPARTMENT R3		
Slishman tretion splint	1	25' x 5" Supply line	1	TFT Transformer piercing nozzle	1	
KED	1	25' x 3" Supply line	1	200' Life safety rope	1	
Safety vest	1	2.5" x 1.5" (2) Gated wye	1	50' Throw rope	1	
Box N95 masks	1	2.5" (2) x 5" Storz gated siamese	1	100' Throw rope	1	
Box Fire Wipes	1	5" Storz x Reno thread adapter	1	COMPARTMENT R4		
Box Vionex wipes	1	TFT, 1.5", 30-200 GPM, 100 PSI Nozzle	1	100' Electric cord reel w/ junction box	1	
Mega Mover	1	TFT, 2.5", 95-300 GPM, 100 PSI Nozzle	1	RamFan	1	
TEMS (ballistic helmet/vest, GSW kit)	1	Hose strap (webbing)	1	Spare rotary saw blade	1	
Case water	1	COMPARTMENT L3		Saw fuel can	1	
ROOF		Scott, 45 Min SCBA bottles >4000psi	3	Rotary saw tool kit	1	
24' Ext ladder	1	COMPARTMENT L4		COMPARTMENT R5		
14' Roof ladder	1	Bolt Cutters	1	Combi E-draulic w/ batt	1	
10' Attic ladder	1	Recip saw with 2 batts, spare blades	1	100' Air line reel	1	
50' Garden hose	1	3' x 14' Hall Runner	1	Step ladder	1	
50' x 1 3/4" Hose	4	12' x 12' Salvage cover	1	Stihl Circular Saw	1	
50' x 3" Hose	3	Ajax rescue tool kit	1			
Backboard	1	Extendable pry axe w/ extra end	1			
		Crash roll	1			
		O-Tool	1			

Crash 91 inventory list

100 ft reel with combo nozzle Three extinguishers Two hundred feet inch and three quarter Absorbent bin x 1 Electric fan with battery K12 blade, fuel for k12 K12 saw 2 rope bags Swift water throw bag Battery powered extrication spreaders with 2 batteries Axe Aircraft rescue tool Halligan **Bolt cutters** K tool Tool box with ajax Small axe Little giant 5 inch 25 feet Cooler 200 feet of inch and three quarter Storz Rubber mallet Spanner wrenches Nozzle Gated wye Storz to 2 ½

Double male 2 ½ coupling

Double female 2 ½ coupling

Double male 1 3/4 coupling

Double female 1 3/4 coupling

3 spare SCBA cylinders

Nitrogen cylinder

Halogen cylinder

ALS bags

MDT dispatch computer

Headsets

Mac tac gear

	E 90 EQ887 Red Inventory		
CABIN FRONT		Need	Qty
	CENTER CONSOLE		
	Binoculars 10x50		1
	TIC Bullard		1
	XL200 Radio		1
	Handheld GPS		1
	EGR		1
	NIOSH		1
	IRPG		1
	BK radio manual		1
			1
	Airfield maps, terminal maps and city maps		each
	AEP		1
	EMS Protocols		1
	NFPA aircraft familiarization guide		1
	Friction loss calculation sheet		1
	Emergency response to terrorism guide		1
	Captains Keys w/ASA Key		1
	MDT		1
	Heat gun		1
	15 foot 4-gas tube		1
	Garage door openers (on driver visor)		2
	Gate opener (on driver visor)		1
	BEHIND CAPT SEAT		
	Safety vest		1
	Crew Boss bag		1
	BEHIND DRIVER SEAT		
	Safety Vest		1
Rear Cabin			
	Ice Chest		1
	4 gas		1
	Lantern		2
	MI VI madical alarma		1
	M,L,XL medical gloves		each
	95 Masks		1
	Safety Vests		2

	KED	1
	Triage bags	3
	6' rubbish hook mounted outside	1
L1	TOP SHELF	
	2.5" Double Females	2
	2.5" Double Males	2
	2.5" to 1.5" Reducers Male x 2; Female x 1	1 each
	1.5" Double Females	2
	1.5" Double Males	2
	1.5" to .75" Reducers	2
	Various Hose gaskets in bag	1
	75 psi Metro 1	1
	75 psi Metro 2	1
	Smooth bore stack w/ 1.5", 1.25", 1" tips	1 each
	Smooth bore nozzle w/ 1.25", 1.125", 1" tips	1
	Yellow caution tape	1
	Red caution tape	1
	Duct Tape	1
	Flagging	1
	Operator Clipboard	1
	Marker	2
	Grease Pen	1
	Towel	1
	MIDDLE SHELF	
	Engineers Bag	1
	2.5" Discharge Cap	1
	2.5" Intake Cap	1
	2.5" Double Female	1
	5" Storz to 2.5" Female	1
	5" Storz to 5.422 Hydrant	1
	2 spanner wrenches	2
	Hydrant wrench	1
	Rubber Mallet	1
	50" of 1" rubber hose	
	2.5" Gate Valve	1
	2.5" to 1.5" Gated Wye	1

	2.5" Gated Wye	1
	Storz spanner wrench	4
	BOTTOM SHELF	
	25' of 3" Fill Hose	1
	25' of 5" Fill Hose	1
L2	TOP SHELF	
	RIT Pack	
	Primary Tag line RIT Safety Solutions	1
	2 search ropes RIT Safety Solutions	2
	red bag w/ CNC Harnesses	1
	BOTTOM SHELF	
	4:1 rigging system with bag	1
	40' rope throw bag	1
	Utility Rope	1
	Rescue Rope bag w/ hardware	1
L3	TOP SHELF	
	Leak detector bottle	1
	1 gallon granulated plug n dike	1
	1 jar of plug n dike putty	1
	36x36 drain cover in box	1
	Aircraft resuce tool kit	1
	MIDDLE SHELF	
	Milwaukee bag w/ impact driver and hammer drill and bits	1
	Ajax Kit	1
	Lock out tag out kit	1
	Power flares	1
	Edraulic battery Hurst	1
	WUI hooks	2
	Chain	1
	8 ton bottle jack	1
	4 ton bottle jack	1
	Bottle jack handle	1
	BOTTOM SHELF	
	ABC extinguisher	1
	Halon 1211 extinguisher	1
	Water extinguisher	1
	Edraulic spreader	1

	Edraulic cutter	1
	Edraulic Ram	1
	Edraulic Ram Extention bar	1
	Edraulic battery Hurst	3
	High Pressure Bag KPI-32	1
	High Pressure Bag KPI-12	2
REAR	TOP SHELF	
	Tactical bag w/ 3 helmets, vests and triage packs	1
	Bag of absorbent pads and pigs	1
	High pressure air bag w/ regulator, hoses and valves	1
	Lid loc kit	1
	Cones	5
	Jug of insta sorb	1
	BOTTOM SHELF	
	Tool box	1
	Bag of salvage covers	1
	Bag of electrical cords and Edraulic 110v battery unit	1
	Bag of cribbing	1
	50" of 1" rubber hose w/ 1.5" to .75" reducer	1
	Ram Fan	1
	LADDER CABINET	
	Pike Pole	1
	New York Hook	1
	10' collapsible attic ladder	1
	14' Roof ladder	1
	24' Extension ladder	1
R1	TOP SHELF	
	PEDS bag	1
	Disinfectant spray	1
	Disindectant wipes	1
	Bag of Fire wipes and Vionex wipes	1
	Infectous control kit	1
	BSI Kit	2
	MIDDLE SHELF	
	Monitor	1
	Box of spare ALS equipment	1
	Suction unit	1

	C collar bag w/ straps and head blocks	1
	Slishman traction splint	1
	Emergency blanket	1
	BOTTOM SHELF	
	Medical Bag	1
	02 Bag	1
R2	TOP SHELF	
	Pulaski	1
	Combi tool	1
	Spade shovel	1
	Square point shovel	1
	Plastic shovel	1
	Broom w/ detachable handle	1
	Pry bar	1
	Macleod	1
	BOTTOM SHELF	
	RED O-plates Jr.	2
	Big Easy	1
	Glass Master	1
	Bailing hook	1
	K tool Kit	1
	Crash Axe	1
	Seat belt cutter w/ zuse key	1
	Articulating elevator key	1
	Fixed elevator key	1
	Sprinkler shut off (quick stop)	1
	Slim Jim door tool	1
	Halligan	1
	Set of Irons, flat head axe Halligan and straps	1
R3	HANGING	
	Wildland packs	3
	Chaps	1
	BOTTOM SHELF	
	Stihl Chainsaw	1
	Rotary Saw	1
	Spare Rotary Saw blade	1
	1 gallon of bar oil	1

	1 gallon of premix saw gas	1
	Funnel	1
	Saw kit	1
	Chain sharpener	1
	Pickhead axe	1
	36" bolt cutters	1
	4' rubbish hook	1
	Step chocks	2
TOP	Crows Nest	
	Deck Gun w/fog nozzle 75psi	1
	Ground monitor base	1
	Wildland progressive packs	1
	Backpack pump	1
	Backboard	1
	100' hotel packs w/75psi nozzles	2
	Crosslays	
	200' of 1 3/4" w/75PSI nozzles	
	Hose bed 1	
	400' of 2.5" attack line w/ 75psi fog nozzle	
	Hose bed 2	
	500' of 3" supply line in 100' lengths; Gated 2.5" Wye;	
	Hose Bed 3	
	700' of 5" in 100' lenths	
	100' of 5" in 50' lengths w/ hydrant bag attached	

	E 90 EQ887 Yellow Inventory				
CABIN					
FRONT	CENTED CONCOLE	Need	Qty		
	CENTER CONSOLE		1		
	Binoculars 10x50		1		
			-		
			-		
	Friction loss calculation sheet		1		
	BEHIND CAPT SEAT				
	Safety vest		1		
	Crew Boss bag		1		
	BEHIND DRIVER SEAT				
	Safety Vest		1		
Rear Cabin					
	Ice Chest		1		
			1		
	M,L,XL medical gloves		each		
	95 Masks		1		
	Safety Vests		2		
	KED		1		

	Triage bags	3
	6' rubbish hook mounted outside	1
L1	TOP SHELF	
	2.5" Double Females	2
	2.5" Double Males	2
		1
	2.5" to 1.5" Reducers Male x 2; Female x 1	each
	1.5" Double Females	2
	1.5" Double Males	2
	1.5" to .75" Reducers	2
	Various Hose gaskets in bag	1
	75 psi Metro 1	1
	75 psi Metro 2	1
	Smooth bore stack w/ 1.5", 1.25", 1" tips	l l each
	Smooth bore nozzle w/ 1.25", 1.125", 1" tips	1
	Yellow caution tape	1
	Red caution tape	1
	Duct Tape	1
	Flagging	1
	Operator Clipboard	1
	Marker	2
	Grease Pen	1
	Towel	1
	MIDDLE SHELF	
	Engineers Bag	1
	2.5" Discharge Cap	1
	2.5" Intake Cap	1
	2.5" Double Female	1
	5" Storz to 2.5" Female	1
	5" Storz to 5.422 Hydrant	1
	2 spanner wrenches	2
	Hydrant wrench	1
	Rubber Mallet	1
	50" of 1" rubber hose	
	2.5" Gate Valve	1
	2.5" to 1.5" Gated Wye	1
	2.5" Gated Wye	1

	Storz spanner wrench	4
	BOTTOM SHELF	
	25' of 3" Fill Hose	1
	25' of 5" Fill Hose	1
L2	TOP SHELF	
	RIT Pack	
	Primary Tag line RIT Safety Solutions	1
	2 search ropes RIT Safety Solutions	2
	red bag w/ CNC Harnesses	1
	BOTTOM SHELF	
	40' rope throw bag	1
	Utility Rope	1
L3	TOP SHELF	
	Leak detector bottle	1
	1 gallon granulated plug n dike	1
	1 jar of plug n dike putty	1
	Aircraft resuce tool kit	1
	MIDDLE SHELF	
	Milwaukee bag w/ impact driver and hammer drill and bits	1
	Ajax Kit	1
	Power flares	1
	Edraulic battery Hurst	1
	Chain	1
	8 ton bottle jack	1
	4 ton bottle jack	1
	Bottle jack handle	1
	BOTTOM SHELF	
	ABC extinguisher	1
	Halon 1211 extinguisher	1
	Water extinguisher	1
	Edraulic spreader	1
	Edraulic cutter	1

	Edraulic Ram		1	
	Edraulic Ram Extention bar		1	
	Edraulic battery Hurst		3	
	High Pressure Bag KPI-32			
	High Pressure Bag KPI-12		2	
REAR	TOP SHELF			
	Tactical bag w/ 3 helmets, vests and triage packs		1	
	Bag of absorbent pads and pigs		1	
	High pressure air bag w/ regulator, hoses and valves		1	
	Cones		5	
	Jug of insta sorb		1	
	BOTTOM SHELF			
	Tool box		1	
	Bag of salvage covers		1	
	Bag of electrical cords and Edraulic 110v battery unit		1	
	Bag of cribbing		1	
	50" of 1" rubber hose w/ 1.5" to .75" reducer		1	
	LADDER CABINET			
	Pike Pole		1	
	New York Hook		1	
	10' collapsible attic ladder		1	
	14' Roof ladder		1	
	24' Extension ladder		1	
R1	TOP SHELF			
	PEDS bag		1	
	Disinfectant spray		1	
	Disindectant wipes		1	
	Bag of Fire wipes and Vionex wipes		1	
	Infectous control kit		1	
	BSI Kit		2	
	MIDDLE SHELF			
	Box of spare ALS equipment		1	
	Suction unit		1	
	C collar bag w/ straps and head blocks		1	

	Slishman traction splint	1
	Emergency blanket	1
	BOTTOM SHELF	
	Medical Bag	1
	02 Bag	1
R2	TOP SHELF	
	Pulaski	1
	Combi tool	1
	Spade shovel	1
	Square point shovel	1
	Plastic shovel	1
	Broom w/ detachable handle	1
	Pry bar	1
	Macleod	1
	BOTTOM SHELF	
	RED O-plates Jr.	2
	Big Easy	1
	Glass Master	1
	Bailing hook	1
	K tool Kit	1
	Crash Axe	1
	Seat belt cutter w/ zuse key	1
	Fixed elevator key	1
	Sprinkler shut off (quick stop)	1
	Slim Jim door tool	1
	Halligan	1
	Set of Irons, flat head axe Halligan and straps	1
R3	HANGING	
	Wildland packs	3
	BOTTOM SHELF	
	Stihl Chainsaw	1
	Rotary Saw	1
	Spare Rotary Saw blade	1
	1 gallon of bar oil	1
	1 gallon of premix saw gas	 1

	Funnel	1
	Saw kit	1
	Chain sharpener	1
	Pickhead axe	1
	36" bolt cutters	1
	4' rubbish hook	1
	Step chocks	2
TOP	Crows Nest	
	Deck Gun w/fog nozzle 75psi	1
	Ground monitor base	1
	Wildland progressive packs	1
	Backpack pump	1
	Backboard	1
	100' hotel packs w/75psi nozzles	2
	Crosslays	
	200' of 1 3/4" w/75PSI nozzles	
	Hose bed 1	
	400' of 2.5" attack line w/ 75psi fog nozzle	
	Hose bed 2	
	500' of 3" supply line in 100' lengths; Gated 2.5" Wye;	
	Hose Bed 3	
	700' of 5" in 100' lenths	
	100' of 5" in 50' lengths w/ hydrant bag attached	

APPARATUS WEEKLY INVENTORY

Apparatus: Foam Trailer		Month:		
Item Description	QTY	Item Description	QTY	
EXTERIOR		TOOL COMPARTMENT		
Honda EM 5000 generator	1	DMV registration	1	
100' Electric cord reel	2	Ground monitor base	1	
Monitor	1	Smooth bore stack (4 pc)	1	
2.5" Fog nozzle w/ foam eductor	1	Rubber mallet	1	
1.5" Cap	4	Storz spanner wrench	2	
5" Storz cap	2	Spanner wrench	2	
Spare tire	1	Lug wrench	1	
200' x 1 3/4" Preconnect	4	Foam pail wrench	2	
200' x 3" Preconnect	2	8 Ton bottle jack	1	
TFT 1.5" Automatic nozzle	2	Hydrant wrench	1	
TFT MX foam jet aerator	2	Spanner wrench	2	
Pick-up tubes (various sizes)	4	Spare inline ball valve	1	
Pick-up tube suction hose	1	Air filter set for generator	1	
Pick-up tube valve	1	5" Storz x 5" female hose	1	
ABC Extinguisher	1	2.5" (2) x 5" Storz siamese	1	
ROOF		2.5" Double female	2	
24' Ext ladder	1	2.5" Double male	2	
14' Roof ladder	1	1.5" Double female	2	
10' Attic ladder	1	1.5" Double male	2	
High rise pack	1	1.5" x .75" Reducer	2	
16" Rotary saw	1	1.5" Cap	3	
16" Rotary saw spare blades	2	1.5" Male pipe x 1.5" hose adapter	1	
50' Garden hose	1	1.5" Female hose x 1" male pipe	1	
50' x 1 3/4" Hose	4	Mini storz x 3/4" female hose	1	
50' x 3" Hose	3			

Hose on the rack

Wildlad Hose

- 9) hose packs complete set up
- 10)50" sections of 1"
- 4)100' sections of 1"
- 2)100'sections of 1.5"

Structure hose

- 26)1.75" hose
- 15)2.5" hose
- 31)3" hose
- 2)5" hose
- 2) short 5" fill hose

APPARATUS WEEKLY INVENTORY **Apparatus: MCI90** Month: Year: **QTY** QTY **Item Description Item Description CAB COMPARTMENT L3** ABC extinguisher Wool blanket 30 1 1 EMS gloves (M, L, XL) Emergency blanket (orange) 60 Caution tape roll 1 Emergency blanket (yellow) 60 First aid kit 1 Bio-hazard trash can 2 Reno/Sparks map book 1 Triage are bag (set) 1 F-6 Manual 1 **COMPARTMENT L4** 2 64 Awaning pole Long back board w/ straps **ERG** 2 Folding head block 58 EMS protocol manual 1 Step ladder 1 RTAA grid map 1 **EXTERIOR REAR** 2 Registration/Insurance 1 Dolly 1 2 Hand sanitizer Portable 500 watt light 2 **COMPARTMENT R1** Gate opener 1 Trauma bag (orange) 11 Bay door opener 2 **COMPARTMENT L1** Triage pack 1 SMART EMS command bag 1 Triage area lights (set) 1 SWAT-T torniquet (case) 1 White light (set) Drinking water (case) 2 Colored light stick (box) 1 2 1 Electric cord reel 6d x 6" Nail (box) Triage area lights (set) 1 **COMPARTMENT R2** 1 25 White light (set) Trauma bag (orange) 1 24 Triage ribbon (set) O2 bag 3 Traffic cone ribbon adapter **COMPARTMENT R3** Colored light stick (box) 1 Wool blanket 30

3

Emergency blanket (orange)

60

Triage pack

Honda EM5000 generator	1	Emergency blanket (yellow)	60
Wheel chock	3	Bio-hazard trash can	2
COMPARTMENT L2		Triage are bag (set)	1
Trauma bag (orange)	25	COMPARTMENT R4	
O2 bag	24	Long back board w/ straps	54
		Folding head block	60
		Medium traffic cone	10
		Quick shade shelter	2

Striker 1500 Inventory ER106	í
Item & Location	Quanity
Cab	
Harris 800 mhz radio	1
iCom VHF radio	1
SCBA's	2
Tact. Vest and Helmet	1
Tactical Med pouch	1
Binoculars	1
Safety Vest	1
NIOSH guide	1
ERG	1
Airport Map	1
EMS protocols	1
ASA key/key ring	1
Bay Door opener	1
L1 Compartment	
Airway bag	1
1st out bag	1
Triage pack	1
Blanket	1
C-collar	1
KED	1
Slishman splint	1
Ped's bag	1
Cavi wipes	1
EMS gloves	3
Hand lantern	1
L2 Compartment	
Ecologic foam testing valve	1
L3 Compartment	
Dual agent handlines	1
L4 Compartment	
20 ft. 5 inch hose	1
50 ft. 3 inch hose	1
L5 Compartment	
Hydrant bag	1
Rubber mallet	1

Storz wrenches	2
2.5 gate valve	1
1.5 to 2.5 siamese	1
1.5 to 2.5 ball valve	1
1.5 Double female	2
1.5 Double male	2
2.5 Double female	2
2.5 Double male	2
2.5 to 1.5 double female	1
2.5 female to 1.5 male	1
100 psi TFT nozzle	1
300 ft. 1.75 hose	6
Hydrant wrench	1
Spanner wrench	2
L6 Compartment	
Crash roll kit	1
Crash axe	2
Pry bar	2
Set of irons	1
crow bar	1
wheel chocks	2
B1 Compartment	
Road cones	6
R1 Compartment	
Hand lantern	1
Leak kit type A	1
Utility rope bag	2
Throw rope	1
R2 Compartment	
Dual agent handlines	1
R3 Compartment	
Sparkless tool kit	1
Blue socket set	1
Red tool box	1
TFT piercing nozzle	1
Spanner wrench	2
Hydrant wrench	1
1.5 Double female	1
1.5 Double male	1

1.5 to garden hose	1
R4 Compartment	
Water Extinguisher	1
Halon Extinguisher	1
Met-l X Extinguisher	1
K50 circular saw	1
Hurst Combi	1
Hurst batteries	2
Sawzall	1
Ajax kit	1
R5 Compartment	
Bolt cutters	1
R6 Compartment	
Pike pole	1
Garden hose	1
SKED	1
Crash axe	1
R7 Compartment	
Pigs	4
Absorbant	
Absorbant pads	
Salvage covers	2
Non sparking shovel	1
Dust pan	1
Тор	
14 ft. ladder	1
Rubbish Hook	1
Back board	1

EXHIBIT C

Staffing

- RTAA Fire Station will be RFD Station 90 with the current unit designators:
 - o Crash 90
 - o Crash 91
 - o Engine 90
 - o Brush 90
 - o Battalion 9
- Daily Staffing must meet or exceed the staffing requirements listed below.
 - Battalion 9 will be stationed at Station 90 and staffed with an ARFF Certified Chief Officer.
 - o RFD Chief Officers will obtain ARFF Certification, Airport Qualification and meet Part 139 Requirements before being allowed to fill the Battalion 9 position.
 - The goal is to get all Suppression Chief Officers qualified to fill the Battalion 9 position.
 - 9 Battalion Chiefs
 - 4 Division Chiefs
- Staffing of ARFF Apparatus will remain at current staffing levels:
 - o Crash 90 Captain & FEO
 - o Crash 91 FEO
 - All FEOs assigned to C90 or C91 will be ARFF Certified, Airport Qualified and meet Part 139 Requirements.
- Staffing of Non ARFF Apparatus
 - o Engine 90 Captain, FEO and 2 Firefighters.
 - Captain and FEO on E 90 must be Airport Qualified.
 - Engine 90 staffing levels will comply with current L731 CBA requirements.
 - o The RFD will maintain a minimum number of personnel who are qualified to fill positions at Station 90 (C90, C91, E90 & BAT9).
- Staffing generally
 - Continuous staffing requirement
 - Engine 90 will be assigned to RFD Station 90 and shall be staffed in accordance with L731 CBA staffing requirements.
 - Engine 90 will be equipped with ALS medications and supplies to mirror RFD apparatus.
 - ARFF apparatus shall be assigned to RFD Station 90 and shall be staffed to meet or exceed all current FAA, ARFF, Part 139 and Index C requirements.
 - o Brownouts
 - Engine 90 will be inserted into the established Brown Out Matrix.
 Engine 90 will not be shut down until the Daily Head Count drops below 50. Normal Daily Headcount as of 8/27/24 is 68 personnel per shift.
 - ARFF Apparatus will be exempt from Brown Outs.
 - Notifications
 - In the event that a reduction in staffing for Engine 90 becomes necessary, the CEO (or his/her designee) of the Reno Airport will be notified as soon as possible.

• Response

- District 90 in its current form will remain District 90 until such time the neighboring district boundaries are re-drawn to account for E-90 and Battalion 90 responding into RFD incidents outside of Dist. 90.
- o RTAA Battalion Chiefs (Battalion 9) will be responsible for operations and incidents within Dist. 90 until such time that Dist. 90 is re-drawn and the RTAA BCs are cleared to manage incidents outside of Dist. 90.
- Dispatch of RTAA Units and RFD Units to and from RTAA jurisdiction will remain as is until such time that District 90 boundaries are re-drawn and E 90 is incorporated into RFD run strings.
- o There will be no reduction in response to RTAA Airside or Landside properties from the RFD.
- Engine 90 and Battalion 9 will be incorporated into RFD Run Strings after all required cross training and certifications are completed.

EXHIBIT D

District 901AP Report Dates 07/01/2022 to 09/30/2022 8 Incidents

Incident Number	Apparatus	Station	District	Inc Group	Address Location	# Apparatus Responding	Alarm Date Time	Cleared Date Ti	me
22-2223946-000	E9	Station 09	901AP	EMS	Address =14550 MARYLAND St	1	7/1/2022 9:05:5	PM 7/1/2	2022 9:39:20 PM
22-2224481-000	E9	Station 09	901AP	EMS	Address =14600 MARYLAND St	1	7/5/2022 5:23:4	PM 7/5/2	2022 5:49:59 PM
22-2233885-000	E9	Station 09	901AP	Good Intent	Address =4895 TEXAS Ave	1	9/10/2022 12:59:1	3 PM 9/10/2	2022 1:16:48 PM
22-2234376-000	E9	Station 09	901AP	EMS	Address =4895 TEXAS Ave	1	9/14/2022 9:10:20) AM 9/14/2	2022 9:22:35 AM
22-2234570-000	E9	Station 09	901AP	Good Intent	Address =4895 TEXAS Ave	1	9/15/2022 3:10:3	PM 9/15/2	2022 3:13:47 PM
22-2234631-000	E9	Station 09	901AP	Good Intent	Address =4895 TEXAS Ave	1	9/15/2022 10:09:5	PM 9/15/20	022 10:12:13 PM
22-2234632-000	E9	Station 09	901AP	Fire	Address =4895 TEXAS Ave	1	9/15/2022 10:10:3	3 PM 9/15/20	022 10:32:16 PM
22-2234980-000	E9	Station 09	901AP	Fire	Address =4895 TEXAS Ave	1	9/18/2022 3:52:1	PM 9/18/2	2022 6:17:07 PM

EXHIBIT E

Personal Property and Location

Dorm rooms

- 9- mattress
- 10- Box Spring
- 10- Bed Frame
- 11- Study Desk
- 12- Computer Chair
- 4- Night Stand
- 10- Trash Can
- 3- Landline phone
- 1-Computer
- 30-Lockers

Day Room

- 8- Lazy Boy chairs
- 1 couch
- 1-phone
- 1-Projector w/screen
- 4-small tables

Laundry

- 1-washer
- 1-dryer
- 1-Vacuum cleaner

Workshop

- 2-tool cabinet
- 1-full set husky tools
- 1-8"Bench grinder
- 1-Hydrant flow testing kit
- 1-electric exhaust fan
- 1-Honda EB5000X generator

- 1-Milwakee leaf blower
- 1-Diehard battery charger
- 1-Power washer
- 1-Land line telephone

Dry Chem Storage

- 1-Halotron tank
- 6-Nitrogen bottles
- 3-Argon bottles
- 1-Fire extinguisher training prop
- 4-Large propane bottles for training prop
- 5-5gallon buckets class A foam

SCBA Room

- 1-compressor
- 1-Fill station (OOS)
- 1-17 SCBA bottles

Air compressor room

1-Large air compressor for station air

Apparatus Bays

- 1-Rouge echo bike
- 2-Roughe wood step boxes
- 1-10kg to 32kg kettle bell set
- 1-20lb to 40lb exercise balls
- 1-grip bell set
- 1-push sled
- 1-exersise rope
- 1-weighted ruck sack
- 2-benchpress bars
- 1-exersise mallet
- 1-adjustable bench
- 3-45lb weight plates
- 2-25lb weight plates

- 2-10lb weight plates
- 1-bumper plate set 10,25,35,45 pound
- 1-force entry training door prop
- 1-Portacool swamp cooler
- 1-E-one foam testing machine
- 1-hose testing pump
- 1-24'extention ladder
- 1-Little Giant ladder
- 1-8 foot a frame ladder
- 1-20 foot a frame ladder
- 5-50gallon 3% AFFF

Medical Decon Room

1-ice machine

File Room

3-storage shelve

Outside Storage

- 5-folding tables
- 2-storage shelve
- 1-fire training prop

Janitor closet #1

1-Spartan cleaning agent dispenser

Kitchen/Patio/Dining Room

- 3-refrigerator
- 1-cast iron duct oven
- 1-large cast iron
- 1-microwave
- 1-ninja blender
- 1-ninja food processor
- 1-toaster
- 1-sink

- 1-dish washer
- 1-commercial coffee maker
- 1-coffee grinder
- 2-landline phone
- 2-fire extinguisher
- 1-Wolf stove top oven
- 2-trash can
- 1-Insta pot
- Pots and pans
- 5-high top chair
- 8-black rolling chair
- 1-water cooler
- 1-60inch tv
- 1-folding table
- 2-kitchen table
- 1-Napoleon commercial grill
- 6-outdoor bench

Firefighter Office

- 1-copier/scanner
- 2-paper shredder
- 3-computer desk
- 3-computers
- 6-monitors
- 8-chairs
- 4-landline phones
- 2-four gas monitor
- 1-four gas calibrator
- 1-quantifit respiration face mask test

Captain's Office

- 2-computer desk
- 2-computers
- 4-monitors
- 5-chairs

- 1-tv
- 2-landline phones
- 1-paper shredder

Battalion Chief Office

- 1-couch
- 1-computer desk
- 1-file cabinet
- 2-chairs
- 1-landline phone
- 1-computer
- 2-monitor
- 1-book shelf

Gym

- 2-Portable fans
- 1-stair stepper
- 1-treadmill
- 1-eliptical
- 1-peleton bike
- 1-cable machine
- 1-squat rack
- 1-benchpress
- 2-workout bench
- 1-dip rack
- 1-10 to 100 lb free weight set
- 7-Kettle bell
- 3-curl bar
- 1-athletic training platform
- 1-workout matt
- 3-stability board

Equipment Room

- 4-AED
- 3-Adult pads

- 4-Ped pads
- 1-spare battery (aed)
- 2-radio mic cables
- 3-edraulic batteries
- 3-crash axe
- 3-1.5inch nozzle
- 1-2.5inch nozzle
- 5-hose straps
- 2-storz adaptors
- 1-pressure relief valve
- 2-1.5inch flow meter
- 1-5inch to 2.5 gated wye
- 2-rubber mallet
- 2-70mmcap wrench
- 1-hydrant wrench
- 8-water rescue helmet
- 2-knox box key
- 2-spanner wrench
- 8-life jacket
- 2-hose clamp
- 5-2.5 inch double female
- 3-2.5 inch double male
- 4-1.75inch double male
- 3-1.75 inch double female
- 6-5inch storz couplings
- 2-5inch to 2.5 inch reducer
- 8-swift water rope bag
- 1-hydrant bag
- 1-metal x extinguisher
- 2-dave clark headset
- 2-mystery ranch med bags
- 1-mystery ranch CC bag
- 16-silicone half mask
- 1-bag triage tarps
- 2-5gallon water coolers

- 1-stream light
- 4-handheld stream lite
- 1-tie down strap
- 7-yellow wildland shirts
- 1-med wildland jacket
- 1-36x32 blue wildland pants
- 4-wildland shrouds
- 2-helment w/goggle
- 4-med leather glove
- 2-xl leather glove
- 4-xl turnout glove
- 5-L turnout glove
- 4-M turnout glove
- 5-Sked
- 2-Reeve sleeve
- 2-38x30 turnout pants
- 1-46x32 turnout pants
- 2-44 chest 32 sleeve turnout coats

EXHIBIT F

Scope of Services

ARFF Services and All Hazard Services

- RFD must meet required annual training and certification of FAA Part 139.
- RFD must maintain or exceed ARFF Index C as outlined in FAA Part 139 Certification.
- RFD will provide Dispatching, Fire Prevention, Logistical Support, non_ARFF Apparatus and Equipment Maintenance and All Hazard Response to the RTAA and all RTAA business and property as the primary response department and Authority Having Jurisdiction.
- All Hazard Response includes but is not limited to: Fire Suppression, EMS, Hazardous Materials Response, USAR, Fire Inspections and Fire Investigations.
- Upon execution of Contract for Services, RTAA will be party to all Mutual and Automatic Aid agreements that currently are in effect with all local, regional, state and federal partners.
- The RFD and City of Reno are responsible for all employment related issues and enforcement of the L731 CBA.
- All RFD personnel who are bid or working at Station 90:
 - For ARFF Apparatus, must hold and be current with ARFF Certification, RTAA Airport Qualification and Part 139 Training to staff any ARFF Apparatus.
- For Non ARFF Apparatus (Type 1 Engine)
 - o Captain or FEO must have RTAA Qualification
 - o FFs must be RTAA Badged
 - Staffing of Station 90 and apparatus shall comply with L731 CBA as well as FAA / RTAA staffing requirements.
- Currently staffing requirements for vehicles:
 - o Crash 90 Captain and FEO
 - Crash 91 FEO
 - o Engine 90 ILS- Captain, FEO, 2 Firefighters
- Apparatus
 - o Type 1 Engine will be supplied and outfitted by the RTAA.
 - o Type 1 Engine will be maintained by the RFD Fleet Mechanics.
 - Light Duty Vehicles for Battalion 9 will be provided by the RTAA (3 required, one per BC)
 - o Fuel will be provided by the RTAA for Battalion 9, E90, C 90 and C91 and be tracked and reported annually.
 - o All ARFF apparatus will be provided, outfitted and maintained by the RTAA.
- Fire Station Maintenance
 - o All Station Maintenance and furnishings will be provided by the RTAA.
- Logistics
 - All ordering of supplies will be done through the current RFD Asset Tracking Program.
 - All tracking of assets and supplies will be done through the current RFD Asset Tracking Program.
 - o All delivery of supplies will be handled by RFD Logistics personnel.
- Workers Comp

- All Workers Comp claims and processes will be administered through the City of Reno and RFD.
- Training
 - All required training (EMS, ARFF, NFPA, Annual Refreshers) will be administered by the RFD Training Division.

Inspection Services

The CITY will:

- Inspect properties/businesses within the RTAA for compliance with the adopted IFC codes, including related NFPA standards and regulations to identify, report and eliminate fire hazards materials threats related to fire and life safety for industrial, commercial, institutional, residential, public assembly areas and other properties.
- Investigate complaints regarding fire and life safety hazards and conducts inspections
 of existing buildings or structures to determine if hazardous or illegal conditions
 exist; document code violations; recommends modifications to rectify violations and
 ensures code conformance.
- Issue citations to compel compliance with relevant codes and regulations to safeguard life and property from fire.
- Prepare reports and maintain records regarding inspections, fire losses, fire causes and other relevant information using an electronic database and office software. This will include initial creation of occupancies and occupancy information into the cities database and providing immediate occupancy information access for first responders.
- Perform related duties and responsibilities as required.

Dispatch Services

The parties agree to the following allocation of responsibilities with respect to the Dispatch Services.

The CITY will:

- Receive, process and dispatch "9-1-1 emergency" calls for service to the AUTHORITY within its jurisdiction, including the use of Emergency and Fire and Medical protocols.
- Receive, process and dispatch non-emergency calls for and to the AUTHORITY within its Jurisdiction.
- Maintain and record dispatch related activities with the use of a Computer Aided Dispatching system (CAD).
- Retain CAD records, telephone audio records, and radio audio records and related evidentiary materials, and provide retrieval of such records at the recipient's request in accordance with state public records laws.
- Provide GIS maintenance, including routine maintenance of Run Cards, Response Patterns and Premise Hazards.

- Coordinate public safety responses with local law enforcement, fire department or emergency medical agencies (including third party agencies) to provide assistance when appropriate. All notifications will be made in accordance with Public Safety Dispatch policies.
- Communicate and coordinate all responses with the AUTHORITY, within its jurisdiction, including notification to Airport Authority Communications.

The AUTHORITY will:

- Upgrade RTAA Fire Station 90 to the PURVIS Station Paging System to be compatible with the current City of Reno Fire Department dispatching system.
- Upgrade RTAA Fire Station 90 and the RTAA Dispatch Center with Call Status Boards.
- Outfit applicable apparatus with compatible MDCs and all required radios.

EXHIBIT G

Calculation of Estimated and Actual Annual Payments

The Estimated Annual Payment for a given Fiscal Year shall be the sum of the following:

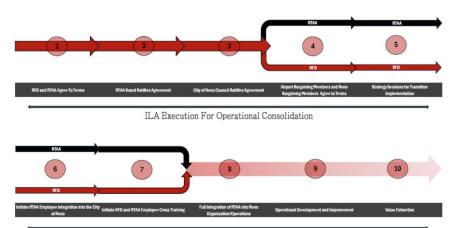
- A. The estimated direct personnel costs to be incurred by the CITY for sufficient personnel (as set forth in the Annual Plan) to provide the Services, which shall be based upon the then-current labor rates (inclusive of benefits and incentives) as determined by the applicable collective bargaining agreement.
- B. An estimated overtime allocation, calculated by multiplying the number of full-time employees (FTEs) set forth in the Annual Plan by the CITY's current per-FTE overtime budget for similar positions in the CITY.
- C. An estimate of costs to be incurred by the CITY for necessary services and supplies in performance of the Services, based on the budget in the Annual Plan.
- D. An estimated administrative support cost to be incurred by the CITY for general government support of the FTEs assigned to provide the Services (e.g., human resources, legal, finance, etc.). This estimated administrative support cost shall be equal to 12% of Items A, B, and C above.

The **Actual Annual Payment** for a given Fiscal Year shall be the sum of the following:

- E. The direct personnel costs actually incurred by the CITY to provide the Services, inclusive of salaries (including overtime), benefits, and incentives. This Item E shall not include any costs incurred by the CITY in support of activities other those directly related to the Services (e.g., time spent by personnel assigned to the Airport but responding to calls for assistance elsewhere).
- F. The actual costs incurred by the CITY for supplies and contracted services in support of providing the Services. This Item F shall not include any costs incurred by the CITY in support of activities other those directly related to the Services (e.g., supplies used for other purposes).
- G. The indirect and/or administrative costs of the CITY's general government properly allocated to the Airport Fire Services Cost Center pursuant to the CITY's internal cost allocation plan under 2 CFR Part 200 (or reasonably similar document, which the AUTHORITY may accept in its reasonable discretion), provided that any such indirect and/or administrative costs shall not include any allocations for time, personnel, or supplies unrelated to providing the Services and shall not be duplicative of any direct costs charged under Items E or F.

EXHIBIT H

Airport Fire/Reno Fire Transition Plan



Transition Period

EXHIBIT I

REQUIRED FEDERAL PROVISIONS

- A. Compliance with Nondiscrimination Provisions. During the performance of this Agreement, CITY, for itself, its assignees, and successors in interest (hereinafter collectively referred to as "CITY") agrees as follows:
 - Compliance with Regulations: CITY will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
 - 2. Non-discrimination: CITY, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of contractors, including procurements of materials and leases of equipment. CITY will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
 - 3. Solicitations for Agreements, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by CITY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by CITY of CITY's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
 - 4. Information and Reports: CITY will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of CITY is in the exclusive possession of another who fails or refuses to furnish the information, CITY will so certify to LESSOR or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 - 5. Sanctions for Noncompliance: In the event of CITY's noncompliance with the Non-discrimination provisions of this contract, LESSOR will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to withholding payments to the CITY under the Agreement until the CITY complies, and/or cancelling, terminating, or suspending the Agreement, in whole or in part.

- 6. Incorporation of Provisions: CITY will include the provisions of paragraphs one through six of this Exhibit I, Section (A) in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. CITY will take action with respect to any contract or procurement as LESSOR or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if CITY becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, CITY may request LESSOR to enter into any litigation to protect the interests of LESSOR. In addition, CITY may request the United States to enter into the litigation to protect the interests of the United States.
- B. Real Property Acquired or Improved Under the Airport Improvement Program. CITY for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, CITY will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- C. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program. CITY for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that CITY will furnish its services in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts And Authorities.
- D. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, CITY, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - ii. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- vi. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- viii. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- ix. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- E. General Civil Rights Provision. In all its activities within the scope of its airport program, the CITY agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the CITY transfers its obligation to another, the transferee is obligated in the same manner as the CITY. The above

provision obligates the CITY for the period during which the property is owned, used or possessed by the CITY and the airport remains obligated to the Federal Aviation Administration.

- F. Right of Re-entry. In the event of breach of any of the above Nondiscrimination covenants, LESSOR will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.
- G. Subcontracts. CITY agrees that it shall insert the above six provisions (Section (A) through Section (F)) in any agreement by which CITY grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.



Board Memorandum

09/2024-48

In Preparation for the Regular Board Meeting on September 12, 2024

Subject: Authorization for the President/CEO to execute a Professional Services Agreement

with Barich, Inc. for Information Technology Owner Liaison Review Services (ITOLRS) in the amount of \$471,685 commencing on approval through June 30, 2025

STAFF RECOMMENDATION

Staff recommends that the Board adopt the motion stated below.

STRATEGIC PRIORITIES

Safety and Security People Facilities for the Future Customer Experience

BACKGROUND

The MoreRNO Program requires a robust information technology (IT) program that addresses special systems, integrations, data, security, and other low-voltage infrastructure across individual projects. RTAA's Technology and Information Services (TIS) group requires IT liaison review services for both the design and construction phases of the Concourses, ConRAC/GTC, and Headquarters/Police Station at Reno-Tahoe International Airport (RNO).

To support the development of the Consolidated Rental Car Center / Ground Transportation Center (GTC), the Central Utility Plant (CUP), and the Headquarters and New Generation A/B Concourse (Concourse A/B), comprehensive IT services covering communication systems, networking and infrastructure, security systems, passenger processing systems, and operational systems are required. The proposed agreement with Barich, Inc. will ensure that these IT designs are robust, scalable, future-proof, and coordinated between the various projects, meeting the long-term strategic needs of the airport. Approval of this agreement is essential to maintaining the integrity and efficiency of our IT infrastructure throughout the redevelopment project.

This work is essential because modern airports like RNO have become intricate hubs where technology and transportation intersect. A robust and well-integrated IT infrastructure is critical to meeting operational expectations and avoiding inefficiencies or potential disruptions. By engaging Barich, Inc. early in the design and construction phases, the Reno-Tahoe Airport Authority (RTAA) is proactively addressing the challenges associated with IT needs in large-scale development projects, ensuring that the airport's facilities are prepared to meet future growth demands.

DISCUSSION

The scope of services begins with an initial on-site discussion where the team will meet with the Owner and key staff members to establish effective communication, understand decisions already made, and align on the overall expectations of the project. This initial visit will also include site walks, planning, and design document collection, and discussions on IT elements that should be integrated into all design and construction phases. Key topics to be addressed include the impact of the existing IT program on the new design, roles and responsibilities of the in-house IT team, and how to manage IT budget elements, change management, and operational readiness.

Following the initial discussions, a comprehensive document search and review will be conducted to obtain all necessary artifacts for planning. The team will then prepare a Design Baseline Review Document to ensure a consistent review and communication throughout the project. During the design phases, the team will engage in pre-design submittal reviews, technology reviews, integration planning, and design meetings. The design review will validate that the design adheres to the established scope, with comments provided through the formal review process. Post-design reviews will address identified risks, including budget, innovation, and IT project delivery impacts.

During the Construction Administration phase, the team will participate as an integral part of the construction management team, overseeing IT-related issues such as procurement schedules, special system selection, and equipment placement. This phase will also involve on-site progress reviews, coordination meetings, and preparation of IT construction assessment reports. The team will also be responsible for testing and commissioning activities, including oversight of Site Acceptance Testing (SAT), User Acceptance Testing (UAT), and integration testing. Finally, as part of the Operational Readiness, Activation, and Transition (ORAT) process, the team will ensure that all systems are operational, staff are trained, and all documentation is updated, ensuring a smooth transition to full operational status.

Two vendors submitted their qualifications for this role, and Barich Inc. was selected to provide the IT Owner Liaison Review Services. As a leading firm in airport technology, Barich Inc. has extensive experience with the Reno-Tahoe Airport Authority (RTAA) through their work on the RTAA Digital Transformation Plan and project management support for the Common Use technology implementation.

Barich Inc. has designated a consultant and designer with 17 years of experience across various airports in North America, including RNO, to lead this initiative. This individual recently completed a similar liaison and design review role at San Diego International Airport (SAN) and Orlando International Airport (MCO).

In addition to the lead consultant, Barich Inc. has assembled a team of seven subject matter experts for this project. Their expertise spans airport operations, construction, business analysis, IT infrastructure, communications technology, and optimizing technology investments. The team members have experience working with numerous airports, including Harry Reid International Airport (LAS), San Francisco Bay Oakland International Airport (OAK), Phoenix Sky Harbor International Airport (PHX), Hollywood Burbank Airport (BUR), San Francisco International Airport (SFO), Raleigh-Durham International Airport (RDU), Minneapolis-Saint Paul International Airport (MSP), and Toronto Pearson International Airport (YYZ), among others.

FISCAL IMPACT

The proposed contract for IT services will be executed on a time and materials basis with a not-to-exceed fee structure. For the remaining 2024/2025 fiscal year, professional fees are estimated at \$447,685, with additional expenses projected at \$24,000, bringing the total to \$471,685. This fee structure is based on a full-time equivalent (FTE) of 1.2 and a blended hourly rate of \$200. The contract includes a 3% annual rate escalation to accommodate the multi-year nature of the program. Invoicing will occur monthly for work completed and associated expenses, with receipts provided for reimbursable costs.

For subsequent years, the fiscal impact will vary depending on the level of activity. Estimated costs are as follows:

- Year 2 (FY26): \$624,000 in professional fees plus \$48,000 in expenses (FTE of 1.5, blended rate of \$200)
- Year 3 (FY27): \$499,200 in professional fees plus \$24,000 in expenses (FTE of 1.2, blended rate of \$200)
- Year 4 (FY28): \$499,200 in professional fees plus \$24,000 in expenses (FTE of 1.2, blended rate of \$200)
- Year 5 (FY29): \$499,200 in professional fees plus \$24,000 in expenses (FTE of 1.2, blended rate of \$200)
- Year 6 (FY30): \$249,600 in professional fees plus \$12,000 in expenses (FTE of 1.2, blended rate of \$200 for 6 months)

Each year's fees will be reviewed 30 days before the contract's completion, allowing RTAA to adjust or terminate them as necessary. The RTAA retains the option to extend, adjust, or terminate services annually.

COMMITTEE COORDINATION

Finance and Business Development Committee

PROPOSED MOTION

"Move to authorize the President/CEO to execute a Professional Service Agreement with Barich, Inc. for Information Technology Owner Liaison Review Services during the Design & Construction phases of the MoreRNO program, in an amount not to exceed \$471,685 commencing on approval through June 30, 2025."



Board Memorandum

09/2024-52

In Preparation for the Regular Board Meeting on September 12, 2024

Subject: Request for approval of President/CEO Performance Goals and Measures for

Fiscal Year 2024-2025

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. Mr. Griffin's performance with respect to these goals provides the basis for the Board's evaluation of Mr. Griffin's performance and the award of a bonus, if any, beginning July 1, 2025.

DISCUSSION

President/CEO Griffin, looking forward at upcoming projects and direction of the RTAA and in consultation with the Board Officers, developed the attached Goals and Performance Measures for FY 2024/2025.

There are three primary goals, each with attendant measures. The primary goals address airport infrastructure, airport operations, and organizational culture. 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, and are intended to facilitate the Board's review of Mr. Griffen's performance.

A copy of the proposed CEO Goals and Performance Measures for FY 24/25 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, 2025, 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

Following deliberation, the Trustees may proceed with a motion in the following general form: "Move to approve the President/CEO's Goals and Performance Measures, together with the weight of each goal, for Fiscal Year (FY) 2024-2025."

RTAA President/CEO FY 24-25 Performance Goals and Measures

GOAL #1: Develop and Maintain Airport Infrastructure to Meet Current and Future Demand Weight: 40% Strategic Plan Initiatives Priority Nos. 3, 4, 5, 6 and 8 New Gen A&B: Oversee the progress of the New Gen A&B element of MoreRNO. In particular, oversee the design effort of the new Central Utility Plant (CUP), and 90% design of the replacement of existing Concourses B and C (New Concourses A&B). Bid and begin construction on S. RON apron. Continue coordination efforts with AAAC and airline representatives. Lead the advocacy effort inside the FAA for an award of significant grant funding for the project. Align local, state and federal officials in visible support for this application. Implement Board Resolution 552 in the project and promote the value of public art in enhancing the airport environment. The HQ: Oversee the 60% and final design efforts, and successfully identify a project scope that is financially achievable. Coordinate timing and operational needs with New Gen A & B, and begin the construction phase in Spring, 2025. Implement Board Resolution 552 in the project and promote the value of public art in enhancing the airport environment. The GTC: Advance the GTC to 100% design. Ensure construction progress for enabling projects and subsequent GTC components are in compliance with Master Ground Lease and Final Agreement. Implement Board Resolution 552 in the project and promote the value of art in enhancing the airport Reno-Stead Airport (RTS) Land Development: In support of RTAA's Strategic Priority to develop new infrastructure to address growing market demands in the region and to generate incremental revenue for the Authority, oversee the collaboration efforts with federal, state, and local authorities on opportunities to accelerate development of new facilities at RTS. Reno-Stead Airport (RTS) Master Plan: In preparation for an RTS Master Plan Study kick off in FY24/25, oversee the qualifications-based selection effort to hire a consultant team, achieve FAA agreement on a negotiated scope of work and fee, award maximum scope possible using federal funding sources and if necessary, award supplemental scope using airport revenues, based on RTAA strategic priorities. Consider community participation opportunities and alignment with other regional planning efforts connected to RTS and lead efforts to encourage and support meaningful engagement with community members, airport users, and partner agencies. VALE Project (sustainability): Oversee the execution of the RNO FY25 VALE (Voluntary Airport Low Emissions) Project. This project consists of installing both pre-conditioned air (PCA) and gate electrification (electric ground power units or eGPUs) at the 23 gates at RNO. The new energy efficient equipment will significantly reduce jet fuel consumption and other greenhouse gases generated from parked aircraft's onboard auxiliary power units. Ensure close collaboration with the airlines, airport duty managers, maintenance crews and the contractors. Complete this project by the end of FY25.

GOAL #2:

Maintain an Industry Leading Airport Operations and Public Safety Operation

Weight: 30% Strategic Plan Initiatives Priority Nos. 4, 6, 7 and 8

- Contract for Fire Services: Complete negotiations with the City of Reno for the contracting of all fire services. If deemed appropriate, and approved by the board, execute the transition of all fire services to the City of Reno. The plan will address the following:
 - Operational requirements Must meet all FAR Part 139 and Uniform Fire Code requirements
 - Organizational challenges Protect current staff and ensure a harmonious and seamless transfer to the City of Reno

- **Technology:** 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 (EASE) (Halliday Technologies) Continue to evaluate and implement where appropriate additional technologies to include ADSB and UAS detection systems.
- 3 Safety Management Systems (SMS) and Airport Worker Screening (AWS) Federal Mandates: In response to federal mandates to stand up a Safety Management Systems program, and an Airport Worker Screening program, complete the reorganization of the Operations and Public Safety division without adding additional FTEs.
 - Convert Emergency Manager position to SMS/EM Manager
 - o Begin implementation of the FAA approved SMS implementation plan.
 - Convert a portion of the Landside Staff to Airport Operations Specialist qualified front curb enforcement.
 - Implement additional required screening of airport workers.

GOAL #3:

Lead the Development of an Organizational Culture of High Performance and Inclusion

Weight: 30% Strategic Plan Initiatives Priority Nos. 7 and 8

- Diversity, Equity, and Inclusion: As we enter our DEI program year 2, continue to work with Executive Team and a DEI facilitator on outcomes include the following:
 - Revise and expand information regarding DEI into our internal culture guide to complement initiatives undertaken last year.
 - Continue to expand DEI efforts in recruiting and onboarding of new employees to include publishing a public-facing culture guide that highlights the RTAA's efforts.
- 2 **Performance Management:** Continue the roll out of the various features of our new performance management system:
 - Conduct training for CSP & Management on self-appraisals, as well as how to write a "successful" review by May 2025.
 - Coordinate an additional training program that supports our new performance system and culture.
 - Provide CSP with an informational session on the "why" of performance management. This will take place through June 30, 2025.
 - Leadership Development: Spearhead the Leadership Development Program (formerly Succession Planning) and ensure that each critical role has a clear and executable plan.
- Air Service Development: To optimize RNO potential, oversee the development and execution of the FY 2025 Annual Air Service Strategic Roadmap which will be aligned with a robust marketing strategy to stimulate passenger demand and fill available seats. By partnering with local, regional, and state entities, we will pinpoint Northern Nevada's air service needs for economic growth and tourism. Lead regional air service development efforts, including the Regional Air Service Corporation (RASC) and Reno-Sparks Convention and Visitors Authority (RSCVA)'s. Cultivate strong airline relationships through active engagement at industry conferences, and hosting airline executives in the Reno-Tahoe area showcasing Northern Nevada's economic growth and tourism opportunities. These opportunities will allow them to network with local leaders and gain insights into our region. Commercial Business and air service teams will collaborate with AFCO, developer selected to grow cargo through land development, to identify market demand and understand the cargo flow in and out of Northern Nevada.

EXHIBIT B

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered this day of ________, 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 FY20124/2025, 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 <u>Termination for Cause.</u>

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 polices 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. <u>Termination upon Death</u>. 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 <u>Definition</u>. "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 <u>Termination upon Disability</u>. 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 <u>Termination Activities</u>

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

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.

"EMPLOYER"

RENO-TAHOE AIRPORT AUTHORITY

By:

"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.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed this day of ________, 2022.

"EMPLOYER"

RENO-TAHOE AIRPORT AUTHORITY

By:

Shaun Carey, Chairman

"EMPLOYEE"

By:

Daren Griffin