

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 17-0183

APPROVAL OF A 2011 LEASE AND USE AGREEMENT WITH AIR INDIA LIMITED FOR OPERATING RIGHTS AT SAN FRANCISCO INTERNATIONAL AIRPORT, AND DIRECTING THE COMMISSION SECRETARY TO FORWARD THE LEASE TO THE BOARD OF SUPERVISORS FOR APPROVAL

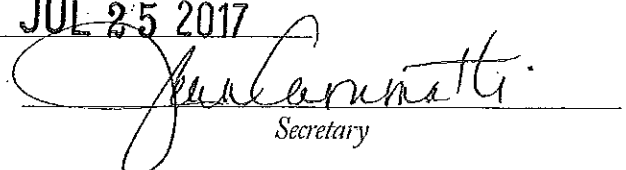
- WHEREAS, Air India Limited ("Air India") conducts flight operations at San Francisco International Airport ("Airport") pursuant to Airline Operating and Space Permit No. 4488; and
- WHEREAS, Air India wishes to become a signatory airline at the Airport pursuant to a 2011 Lease and Use Agreement ("2011 Lease"), a lease comparable to the 2011 Leases previously approved for 52 other airlines; and
- WHEREAS, as initially approved in March 2010, the 2011 Lease has a term of 10 years, expiring on June 30, 2021, and provides for terminal rent and landing fees in accordance with the Airport's Rates and Charges; and
- WHEREAS, the Airport Commission of the City and County of San Francisco ("City") and Air India now desires to enter into a 2011 Lease under the same terms and conditions, except that the term will be approximately three years and six months, with the exact term dependent upon full approval of the 2011 Lease by the City; and
- WHEREAS, in order to facilitate the implementation of the 2011 Lease and the placement in service of new facilities, the Commission desires to authorize the Airport Director to enter into non-material modifications to the 2011 Lease, including changes to the demised premises not to exceed 10% of leased square footage, that the Airport Director determines, in consultation with the City Attorney, are in the best interests of the Commission, do not otherwise materially increase the obligations or liabilities of the Commission, are necessary or advisable to effectuate the purposes of the 2011 Lease or this Resolution, and are in compliance with all applicable laws, including City's Charter; now, therefore, be it
- RESOLVED, that this Commission approves the 2011 Lease between Air India and the City consistent with the terms of the attached memorandum, subject to Air India's compliance with Chapter 12B of the City's Administrative Code and other City contracting requirements or obtaining the appropriate waivers thereto, as applicable; and, be it further
- RESOLVED, that this Commission authorizes the Airport Director to execute said 2011 Lease and to enter into any non-material modifications thereto, including changes to the demised premises of not to exceed 10% of leased square footage, as described above; and, be it further
- RESOLVED, that the Commission Secretary is hereby directed to request Board of Supervisors' approval of said 2011 Lease with Air India Limited pursuant to City Charter Section 9.118.

I hereby certify that the foregoing resolution was adopted by the Airport Commission

at its meeting of _____

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JUL 25 2017


Secretary

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 17-0184

APPROVAL OF A 2011 LEASE AND USE AGREEMENT WITH AIR PACIFIC LIMITED DBA FIJI AIR FOR OPERATING RIGHTS AT SAN FRANCISCO INTERNATIONAL AIRPORT, AND DIRECTING THE COMMISSION SECRETARY TO FORWARD THE LEASE TO THE BOARD OF SUPERVISORS FOR APPROVAL

- WHEREAS, Air Pacific Limited dba Fiji Air ("Fiji Air") conducts flight operations at San Francisco International Airport ("Airport") pursuant to Airline Operating and Space Permit No. 4504; and
- WHEREAS, Fiji Air wishes to become a signatory airline at the Airport pursuant to a 2011 Lease and Use Agreement ("2011 Lease"), a lease comparable to the 2011 Leases previously approved for 52 other airlines; and
- WHEREAS, as initially approved in March 2010, the 2011 Lease has a term of 10 years, expiring on June 30, 2021, and provides for terminal rent and landing fees in accordance with the Airport's Rates and Charges; and
- WHEREAS, the Airport Commission of the City and County of San Francisco ("City") and Fiji Air now desires to enter into a 2011 Lease under the same terms and conditions, except that the term will be approximately three years and six months, with the exact term dependent upon full approval of the 2011 Lease by the City; and
- WHEREAS, in order to facilitate the implementation of the 2011 Lease and the placement in service of new facilities, the Commission desires to authorize the Airport Director to enter into non-material modifications to the 2011 Lease, including changes to the demised premises not to exceed 10% of leased square footage, that the Airport Director determines, in consultation with the City Attorney, are in the best interests of the Commission, do not otherwise materially increase the obligations or liabilities of the Commission, are necessary or advisable to effectuate the purposes of the 2011 Lease or this Resolution, and are in compliance with all applicable laws, including City's Charter; now, therefore, be it
- RESOLVED, that this Commission approves the 2011 Lease between Fiji Air and the City consistent with the terms of the attached memorandum, subject to Air India's compliance with Chapter 12B of the City's Administrative Code and other City contracting requirements or obtaining the appropriate waivers thereto, as applicable; and, be it further
- RESOLVED, that this Commission authorizes the Airport Director to execute said 2011 Lease and to enter into any non-material modifications thereto, including changes to the demised premises of not to exceed 10% of leased square footage, as described above; and, be it further
- RESOLVED, that the Commission Secretary is hereby directed to request Board of Supervisors' approval of said 2011 Lease with Air Pacific Limited dba Fiji Air pursuant to City Charter Section 9.118.

I hereby certify that the foregoing resolution was adopted by the Airport Commission

at its meeting of

JUL 25 2017


Secretary

MEMORANDUM

July 25, 2017

TO: AIRPORT COMMISSION
 Hon. Larry Mazzola, President
 Hon. Linda S. Crayton, Vice President
 Hon. Eleanor Johns
 Hon. Richard J. Guggenhime
 Hon. Peter A. Stern

FROM: Airport Director

SUBJECT: Approval of 2011 Lease and Use Agreements with Air India Limited and Air Pacific Limited dba Fiji Air

DIRECTOR'S RECOMMENDATION: APPROVE 2011 LEASE AND USE AGREEMENTS WITH AIR INDIA LIMITED AND AIR PACIFIC LIMITED DBA FIJI AIR AT SAN FRANCISCO INTERNATIONAL AIRPORT, AND DIRECT THE COMMISSION SECRETARY TO FORWARD THE LEASES TO THE BOARD OF SUPERVISORS FOR APPROVAL.

Executive Summary

Air India Limited ("Air India") and Air Pacific Limited dba Fiji Air ("Fiji Air") commenced operations at San Francisco International Airport ("SFO" or the "Airport") under Airline Operating and Space Permit Nos. 4488 and 4504, respectively. These airlines wish to become signatory airlines pursuant to a 2011 Lease and Use Agreement ("2011 Lease"). The 2011 Lease has a term of 10 years, which expires on June 30, 2021, continues the current residual rate-setting methodology for terminal rental rates and landing fees based on the Airport's Rates and Charges, and continues the Annual Service Payment to the City's General Fund. Staff now seeks approval of separate 2011 Leases with Air India and Fiji Air under the same terms, except that the length of the lease term will be approximately three years and six months commencing on the first day of the month following full City approval.

Background

Effective July 1, 2011, the Airport entered into the 2011 Lease with a majority of the airlines operating at the Airport, which will expire on June 30, 2021. Of the 61 airlines currently operating at the Airport, approximately 85% are signatories to the 2011 Lease (see Attachment A). The major business terms of the 2011 Lease are summarized on Attachment B.

THIS PRINT COVERS CALENDAR ITEM NO. 10

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYORLARRY MAZZOLA
PRESIDENTLINDA S. CRAYTON
VICE PRESIDENT

ELEANOR JOHNS

RICHARD J. GUGGENHIME

PETER A. STERN

IVAR C. SATERO
AIRPORT DIRECTOR

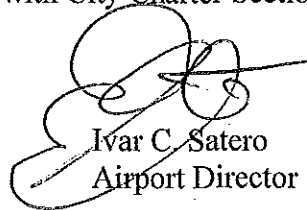
Proposal

The Airport continues to offer the 2011 Lease to airlines that wish to obtain signatory status at the Airport. Air India and Fiji Air have executed and returned the 2011 Lease containing the same terms and conditions as the 2011 Lease executed by other airlines, except that the term of these 2011 Leases will be approximately three years and six months, becoming effective on the first day of the month following full City approval and expiring on June 30, 2021.

Air India and Fiji Air do not rent any exclusive spaces but will use the International Terminal Joint Use Spaces and support facilities, as summarized on Attachment C. These spaces are subject to the Airport's Rates and Charges. Staff is now seeking Commission approval of separate 2011 Leases with Air India and Fiji Air, contingent upon approval of the Board of Supervisors.

Recommendation

I recommend that this Commission adopts the attached resolutions approving 2011 Leases with Air India and Fiji Air, and directing the Commission Secretary to request Board of Supervisors' approval of such 2011 Leases, in accordance with City Charter Section 9.118.



Ivar C. Satero
Airport Director

Prepared by: Leo Fermin
Chief Business and Finance Officer

Attachment

ATTACHMENT A

Signatories to the 2011 Lease and Use Agreements

Airline	Lease No.	Airline	Lease No.
ABX Air	L11-0005	Japan Airlines	L10-0088
Aer Lingus	L16-0298	JetBlue Airways	L12-0027
Air Berlin	L11-0006	Kalitta Air	L10-0277
Air Canada	L11-0007	KLM Royal Dutch Airlines	L10-0089
Air Cargo Carriers	L11-0008	Korean Airlines	L10-0090
Air China	L10-0075	LAN Peru	L11-0012
Air France	L10-0076	Lufthansa German Airlines	L10-0091
Air New Zealand	L11-0009	Mexicana Airlines	L10-0092 ¹
Alaska Airlines	L10-0274	MN Airlines, LLC dba Sun Country Airlines	L12-0015
All Nippon Airways	L10-0077	Nippon Cargo Airlines	L10-0278
American Airlines	L10-0078	Philippine Airlines	L10-0093
Ameriflight	L11-0010	Qantas Airways	L15-0275
Asiana Airlines	L10-0079	Redding Aero Enterprises	L16-0326
British Airways	L10-0080	Scandinavian Airlines	L13-0066
Cathay Pacific Airways	L10-0081	Singapore Airlines	L10-0094
China Airlines	L10-0082	Southern Air	L10-0279
China Eastern	L13-0065	Southwest Airlines	L10-0095
China Southern	L15-0253	Swiss International Air Lines	L11-0182
Continental Airlines	L10-0275 ²	TACA	L10-0096
COPA Airlines	L10-0166	Turkish Airlines	L16-0301
Delta Air Lines	L10-0083	United Airlines ³	L10-0097
Emirates	L10-0084	U.S. Airways	L10-0276 ⁴
EVA Airways	L10-0085	Virgin America	L10-0098
Federal Express	L10-0086	Virgin Atlantic	L10-0099
Frontier Airlines	L10-0087	WestJet	L11-0239
Hawaiian Airlines	L11-0011	World Airways	L12-0014

¹ Obtained full City approval but Tenant did not consummate the Lease.

² Terminated pursuant to Airport Commission Resolution No. 14-0018 and Board of Supervisors Resolution No. 191-47 due to merger with United Air Lines, Inc.

³ Lease originally signed as United Air Lines. Merger with Continental Airlines resulted in new entity known as United Airlines, Inc.

⁴ Terminated pursuant to Airport Commission Resolution No. 15-0274 and Board of Supervisors Resolution No. 131-16 due to merger with American Airlines.

ATTACHMENT B

Basic Provisions of 2011 Lease & Use Agreement

The 2011 Lease continues many of the provisions of the 1981 Lease and Use Agreement and the 1999 Lease and Operating Agreement, with some important improvements and updates, as summarized below:

TERM

- Ten years, effective July 1, 2011 through June 30, 2021.
- Leases may be terminated by airlines upon certain extraordinary events, such as destruction of the leased space or closure of the Airport.

ANNUAL SERVICE PAYMENT

The 2011 Lease continues the Airport Commission's payment of the Annual Service Payment to the City's General Fund calculated at 15% of concession revenues.

TYPES OF SPACE

Space shall be leased in the following five categories:

Type	Category
Ticket Counters, Gate Holdrooms	I
Airline Ticket Office (ATO)	II
VIP Clubs and Lounges	II
Other Enclosed Space, Departure Level and above	II
Baggage Claim Lobbies	II
Baggage Service Offices	II
Curbside Check-in	II
Other Enclosed Space, Arrivals Level and below	III
Inbound/Outbound Baggage Handling Areas and Baggage Transfer Areas	IV
Equipment Rooms	IV
Unenclosed or Covered Area - Ramp Level	V

A. Exclusive Use Space – International Terminal

- Each 2011 Lease may include Exclusive Use Space consisting of ATO, baggage service office, ramp operations office, administrative office, VIP clubroom, and/or other support space.

B. Exclusive Use Space – Domestic Terminals

- Each 2011 Lease may include Exclusive Use Space consisting of ticket counters, ATO, baggage service office, ramp operations office, administrative office, VIP clubroom, and/or other support space.

ATTACHMENT B

Basic Provisions of 2011 Lease & Use Agreement

- The 2011 Leases will no longer allow gate holdrooms to be leased on an exclusive use basis to airlines. All gate holdrooms in the domestic terminals will be used by airlines on a preferential or common use basis as further described below, thus allowing for the more efficient utilization of Airport resources and the accommodation of new entrants.

C. Joint Use Space

- Each 2011 Lease for space in the International Terminal will continue the current Joint Use structure for all airline-shared operational space, including ticket counters, holdrooms, baggage claim and FIS space, and baggage handling related areas.
- Scheduling of Joint Use Space in the International Terminal will continue to be managed by an airline consortium, in accordance with established protocols, with Airport oversight.
- Ticket counter check-in positions in the International Terminal assigned to each airline will be based on flight activity, in accordance with current Ticket Counter Management Protocols, and be managed by an airline consortium, with Airport oversight.
- Certain 2011 Leases may include a Joint Use structure for designated airline shared operational space in the Airport's Domestic Terminals.

D. Preferential Use Space – Domestic Terminals

- Domestic Terminal gate holdrooms will convert from Exclusive Use Space, under the prior leases, to a Preferential Use Gate system that will be leased to signatory airlines.
- Preferential Use Gates will be assigned annually to signatory airlines for domestic operations based upon their share of all scheduled seats in the previous month of August.
- The 2011 Lease allows the Airport to permit any airline to use a Preferential Use Gate when it is not actively being used by the signatory airline to which it is assigned, thus promoting the efficient utilization of Airport resources and the accommodation of new entrants.

E. Common-Use Gates – All Terminals

- The 2011 Lease will provide the Airport an annual opportunity to designate Common Use Gates for domestic operations in both the Domestic and International Terminals to maintain flexibility. In no event may the number of designated Common Use Gates in Domestic Terminals exceed 10% of the total number of Domestic Terminal gates.

SECURITY DEPOSIT

The 2011 Lease provides for a standardized security deposit requirement of two months of terminal rent and landing fees, instead of the security deposits under prior leases which vary from two to six months.

RENTALS AND FEES

All airlines will pay terminal rent based on square footage for Exclusive Use Space and Preferential Use Space, including ticket counters, gates and support facilities, as well as landing

ATTACHMENT B

Basic Provisions of 2011 Lease & Use Agreement

fees in accordance with the Airport's Rates and Charges, as adjusted from fiscal year to fiscal year.

Terminal rent for Joint Use Space will continue to be charged on the basis of the current Joint Use Formula, with 20% of the charges divided equally among all airlines using each Joint Use Space, and 80% of the charges allocated based on each airline's number of passengers compared to the total number of passengers of all airlines using the Joint Use Space facilities.

Terminal rent for Preferential Use Space will be charged on the basis of the average gate holdroom square footage in the respective boarding area.

Airlines will pay per-use fees for use of Common Use space, such as ticket counters, gates and support facilities. These fees will be reviewed annually in accordance with the Airport's Rates and Charges.

JANITORIAL RESPONSIBILITY

In order to ensure a consistent appearance and uniform level of cleanliness in all public areas, the Airport will assume janitorial responsibility in the Domestic Terminals for all areas in full public view, including gate holdrooms, baggage claim, and Common Use areas. Individual airlines will be relieved of carpet replacement costs in the gate holdrooms and baggage claim areas.

The Airport will continue to provide janitorial service in the International Terminal and cease the "special charge" to the airline consortium as of FY11/12. All costs related to these services will be included within the Airport's Rates and Charges.

NON-SIGNATORY AIRLINES

Any airline that does not sign the 2011 Lease will be considered a non-signatory airline and will be issued the appropriate Operating Permit and/or Space Permit, and be subject to the following impacts:

- A security deposit requirement equal to six months of terminal rental and landing fees.
- A 25% premium on Landing Fees. Non-signatory airlines that are "Affiliate Airlines" of signatory airlines, as defined in the 2011 Lease, will pay the same Landing Fees as signatory airlines.
- Charges for use of terminal space to support passenger operations will be applied in accordance with Common Use fees, as established in the Airport's Rates and Charges.
- Non-signatory airlines will not be eligible to lease Preferential Gates in Domestic Terminals but may be accommodated at such gates if not actively in use by the applicable signatory airline, if Common Use gates are not available.

ATTACHMENT C

Premises

**JOINT USE SPACE IN THE INTERNATIONAL TERMINAL
(in square feet)**

	CATEGORIES OF RENT					TOTAL
	I	II	III	IV	V	
International Terminal	133,794	214,307	12,025	265,400	1,888	627,414