

File No. 180852

Committee Item No. 12

Board Item No. \_\_\_\_\_

# COMMITTEE/BOARD OF SUPERVISORS

## AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date October 18, 2018

Board of Supervisors Meeting

Date \_\_\_\_\_

### Cmte Board

- |                                     |                          |  |
|-------------------------------------|--------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/> | Motion                                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Digest                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/> | Introduction Form                            |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/> | MOU  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Public Correspondence                        |

OTHER (Use back side if additional space is needed)

- |                                     |                          |                                      |
|-------------------------------------|--------------------------|--------------------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Airport Commission Resolution</u> |
| <input type="checkbox"/>            | <input type="checkbox"/> | _____                                |
| <input type="checkbox"/>            | <input type="checkbox"/> | _____                                |
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Completed by: Linda Wong

Date October 12, 2018

Completed by: Linda Wong

Date \_\_\_\_\_

1 [Contribution Agreement - United Airlines, Inc. - Airport Infrastructure Project - \$6,250,000]

2  
3 **Resolution approving a Contribution Agreement between United Airlines, Inc., and the**  
4 **City and County of San Francisco, acting by and through its Airport Commission,**  
5 **providing for a financial contribution by United Airlines, Inc., in the amount of**  
6 **\$6,250,000 toward design, acquisition, construction and installation of 400 Hz**  
7 **generators and pre-conditioned air units for ten remain overnight aircraft parking**  
8 **positions on Plots 40 and 41 at the San Francisco International Airport, to commence**  
9 **upon approval by the Board of Supervisors, and ending no later than the end date of**  
10 **the 20-year useful life of the equipment purchased under the Contribution Agreement;**  
11 **and making environmental findings under the California Environmental Quality Act.**  
12

13 WHEREAS, On February 6, 2018, by Resolution No. 18-0024, the Airport Commission  
14 has determined to proceed with a project consisting of the design, acquisition, construction,  
15 and installation of 400 Hz generators and pre-conditioned air units for ten remain overnight  
16 aircraft parking positions on Plots 40 and 41 at San Francisco International Airport (the  
17 "Project"); and

18 WHEREAS, The Planning Department has determined that the Project is categorically  
19 exempt from review under the California Environmental Quality Act (California Public  
20 Resources Code, Sections 21000 et seq.) as a Section 15303 (Class 3) exemption (Planning  
21 Department File No. 2016-011096ENV); and

22 WHEREAS, Four of the parking positions included in the Project are at the SuperBay  
23 Hangar at Plot 40, leased to United Airlines, Inc. ("United"), pursuant to Lease L04-0058,  
24 dated June 1, 2004, and the remaining six locations are at Plot 41; and  
25

1           WHEREAS, United has agreed to contribute \$6,250,000 towards the Project cost,  
2 which is estimated to be \$25,000,000; and

3           WHEREAS, The Project is partially funded by a Voluntary Airport Low Emission  
4 (“VALE”) Program grant of \$10,577,500 under the Federal Aviation Administration Airport  
5 Improvement Program; and

6           WHEREAS, The Airport negotiated a Contribution Agreement (the “Agreement”) with  
7 United specifying the parties’ obligations for the Project, requiring United’s compliance with  
8 applicable VALE Program grant terms and conditions, and providing for a \$6,250,000  
9 contribution from United; and

10           WHEREAS, The term of the Agreement will commence on the date it has been fully  
11 executed by the parties following full City approval and will expire on the earlier of: the end  
12 date of the twenty-year useful life of the equipment purchased for the Project; the termination  
13 of United’s current or any successor lease at the SuperBay Hangar at Plot 40; or cancellation  
14 of the Project by the Airport; and

15           WHEREAS, On June 19, 2018, by Resolution No. 18-0184, the Airport Commission  
16 authorized the Airport Director to execute the Agreement and to accept a contribution of  
17 \$6,250,000 from United for the implementation of the Project; and

18           WHEREAS, A copy of the Agreement is on file with the Clerk of the Board of  
19 Supervisors in File No. 180852; now, therefore, be it

20           RESOLVED, That the Board of Supervisors finds that the Agreement is within the  
21 scope of the project determined by the Planning Department to be categorically exempt in File  
22 No. 2016-011096ENV; and, be it

23           FURTHER RESOLVED, That the Board of Supervisors hereby approves the  
24 Agreement between United Airlines, Inc., and the City and County of San Francisco, acting by  
25 and through its Airport Commission, providing for a financial contribution by United Airlines,

1 Inc., in the amount of \$6,250,000 toward design, acquisition, construction and installation of  
2 the Project; and, be it

3 FURTHER RESOLVED, That the Board of Supervisors authorizes the Airport Director  
4 to enter into any amendments or modifications to the Agreement that the Airport Director  
5 determines, in consultation with the City Attorney, are in the best interest of the City, do not  
6 otherwise materially diminish the benefits to the City or increase the obligations or liabilities of  
7 the City, are necessary or advisable to effectuate the purposes of the Agreement and are in  
8 compliance with all applicable laws, including City's Charter; and, be it

9 FURTHER RESOLVED, That within 30 days of the Agreement's being fully executed  
10 by all parties, the Airport Commission shall provide the executed Agreement to the Clerk of  
11 the Board for inclusion into the official file.

12  
13 n:\air\as2018\9690157\01286900.docx

**Item 12****File 18-0852****Department:**

San Francisco International Airport (Airport)

**EXECUTIVE SUMMARY****Legislative Objectives**

- The proposed resolution would approve the contribution agreement between United Airlines and the Airport that provides for a financial contribution of \$6,250,000 from United Airlines toward the costs for the design, acquisition, construction, and installation of the ten ground power converter units and ten preconditioned air units.

**Key Points**

- Parked aircraft require power and cooled air for cleaning and maintenance of the aircraft. Currently, parked aircraft at the Airport use the aircraft's auxiliary power units powered by jet fuel to provide power and cooled air during maintenance and cleaning. To reduce emissions from burning jet fuel, the Airport's Capital Improvement Plan allocated \$25 million to install ten 400 Hz ground power converter units and ten preconditioned air units for use by parked aircraft. Of the ten ground power converter and preconditioned air units, five are located on premises leased by United Airlines.

**Fiscal Impact**

- Sources of funds for the \$25 million project include \$10.58 million in Federal Aviation Administration grant funds, \$6.25 million in United Airlines contribution, and \$8.17 million in Airport Revenue Bond proceeds. The Airport Revenue Bond proceeds of \$8.17 million will be repaid from airline rates and charges, based on the terms of the Airport's Lease and Use Agreement with the signatory airlines.
- The project consists of substation and other infrastructure upgrades and installation of the ten ground power converter and preconditioned air units. According to the Airport, substation and other infrastructure upgrades, which are attributable mostly to areas outside of United Airline's leased premises, make up the majority of the \$25 million project cost. The Airport requested a contribution from United Airlines of \$6.25 million, based on the Airport's estimate of costs attributable to United Airline's share of project costs.

**Recommendation**

- Approve the proposed resolution.

**MANDATE STATEMENT**

City Charter Section 9.118(a) states that contracts entered into by a department, board, or commission that (i) have anticipated revenues of \$1 million or more, or (ii) have anticipated revenues of \$1 million or more and require modifications, are subject to Board of Supervisors approval.

**BACKGROUND**

Parked aircraft require power and cooled air for cleaning and maintenance of the aircraft.<sup>1</sup> Currently, parked aircraft at San Francisco International Airport (Airport) use the aircraft's auxiliary power units powered by jet fuel to provide power and cooled air during maintenance and cleaning. The jet fuels burns at rates between 30 and 110 gallons per hour. To reduce emissions from burning jet fuel, the Airport is installing 10 ground power converter units<sup>2</sup>, and 10 preconditioned air units<sup>3</sup>, and related infrastructure. The ground power converter units and the preconditioned air units will reduce emissions by precluding the need for aircraft to run auxiliary power units for cooling and power.

In the Airport's Capital Improvement Plan, the Airport allocated \$25 million<sup>4</sup> to install ten 400 Hz ground power converter units and ten preconditioned air units at ten remain-overnight aircraft parking positions<sup>5</sup> on Plots 40 and 41 at the Airport. Four of the parking positions included in the project are located at the SuperBay Hangar at Plot 40, which is leased by United Airlines, Inc. (United). A fifth parking location located in Plot 41 has historically been primarily used by United. The remaining five parking positions are used by other airlines at the Airport.

**DETAILS OF PROPOSED LEGISLATION**

The proposed resolution would approve the contribution agreement between United Airlines and the Airport that provides for a financial contribution of \$6,250,000 from United Airlines toward the costs for the design, acquisition, construction, and installation of the ten ground power converter units and ten preconditioned air units.

According to the contribution agreement, the Airport agreed to install five of the ten ground power converter units and preconditioned air units on premises currently leased by United Airlines. United Airlines will make a lump sum contribution of \$6,250,000 toward the costs of installation and will be responsible for ongoing maintenance of the five ground power converter units and preconditioned air units on its leased premises.

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<sup>1</sup> Aircraft quickly become too hot for employees to perform maintenance operations unless the interiors are cooled while aircraft are on the ground.

<sup>2</sup> Ground power converter units are external power sources that provide power for the aircraft system, engine starting, and aircraft servicing.

<sup>3</sup> Pre-conditioned air units provide temperate air to an aircraft separate from the aircraft's air conditioning system.

<sup>4</sup> The Airport estimates that the cost of this project will be approximately \$25 million, but that the total cost of the project including City administrative costs, design fees, and construction costs may be higher.

<sup>5</sup> A remain-overnight aircraft parking position is a location where an aircraft can park away from the terminals.

**FISCAL IMPACT**

Sources of funds for the \$25 million project include \$10.58 million in Federal Aviation Administration grant funds, \$6.25 million in United Airlines contribution, and \$8.17 million in Airport Revenue Bond proceeds, as shown in the Table below.

**Table: Sources and Uses of Funds**

<b>Sources</b>	
Federal Aviation Administration Grant	\$10,577,000
United Airlines Contribution	6,250,000
Airport Revenue Bonds	8,173,000
<b>Total</b>	<b>\$25,000,000</b>
<b>Uses</b>	
Engineering	\$298,129
Project Management	120,000
Construction Services <sup>a</sup>	180,000
Construction Management	820,000
Construction	20,750,000
Construction Contingency (7.5% of Construction)	1,556,250
Airfield Operations (Airfield Safety Officers)	50,000
Specialized Services <sup>b</sup>	1,225,621
<b>Total</b>	<b>\$25,000,000</b>

Source: Airport

<sup>a</sup> Construction services consist of surveys, inspections, construction activities coordination

<sup>b</sup> Includes as-needed design services

The project consists of substation and other infrastructure upgrades and installation of the ten ground power converter and preconditioned air units. According to Ms. Tina Ko, Airport Finance, substation and other infrastructure upgrades, which are attributable mostly to areas outside of United Airline’s leased premises, make up the majority of the \$25 million project cost. The Airport requested a contribution from United Airlines of \$6.25 million, which the Airport considered attributable to United Airline’s share of project costs.

According to Ms. Ko, the Airport Revenue Bonds of \$8.17 million will be repaid from airline rates and charges, based on the terms of the Airport’s Lease and Use Agreement with the signatory airlines.

**RECOMMENDATION**

Approve the proposed resolution.

**Contribution Agreement**

This Contribution Agreement (this “**Agreement**”), dated as of \_\_\_\_\_ (the “**Effective Date**”), is entered into by and between the City and County of San Francisco (“**City**”), acting by and through its Airport Commission (“**Commission**”), and United Airlines, Inc., a Delaware corporation (“**United**”) (collectively, the “**Parties**”), with reference to the following facts.

**Recitals**

- A. City, acting by and through Commission, owns and operates the San Francisco International Airport (the “**Airport**” or “**SFO**”), which is located in the County of San Mateo, State of California, and the chief executive officer of the Airport is the Airport Director (the “**Director**”).
- B. United leases from City portions of the SuperBay Hangar at Airport Plot 40 pursuant to Lease L04-0058 dated June 1, 2004, as amended (the “**SuperBay Lease**”). United’s leased premises under the SuperBay Lease is comprised of approximately 127,900 square feet of hangar space on the 1<sup>st</sup> floor and 18.40 acres of land (of which 17.14 acres are used for aircraft parking and 1.26 acres are used for employee parking), and 1.5 acres of land for an equipment wash rack area (which 1.5 acres is used on a non-exclusive basis) (the “**Leased Premises**”).
- C. City intends to implement a project consisting of the design, acquisition, construction, and installation of ten 400 Hz ground power converter units (“**Ground Power Units**”) and ten preconditioned air units (“**PCA Units**”), together with related infrastructure, on Airport property for the purpose of achieving emissions reductions at SFO (the “**Project**”).
- D. City has applied for and received a grant from the Federal Aviation Administration (“**FAA**”) under the Voluntary Airport Low Emission program (the “**VALE Grant**”) to fund approximately \$10.6 million of the costs of acquisition, construction, and installation of five of the Ground Power Units and five of the PCA Units.
- E. The Parties estimate that the cost of the Project will be approximately Twenty-Five Million Dollars (\$25,000,000), but acknowledge that the total cost of the Project, including City’s administrative costs, design fees, and construction costs, may exceed this initial Project estimate due to escalating construction costs at the Airport and other unanticipated factors. City has included the Project in its approved Capital Improvement Plan with a \$25,000,000 budget.
- F. At United’s request, City has agreed to install one Ground Power Unit and one PCA Unit, together with related infrastructure, at five designated aircraft parking locations (40-2, 40-3, 40-4, 40-5, and 41-22) (collectively, the “**Ground Power Systems**”). The designated aircraft parking locations on Plot 40 are within the Leased Premises. Historically, the aircraft parking location designated 41-22 has primarily been used by United. The designated aircraft parking locations are depicted in **Exhibit A**.



G. United has agreed to contribute a portion of City's Project costs related to the Ground Power Systems. The City expects to fund the Project costs in excess of the VALE Grant funds and the funds contributed by United under this Agreement.

H. On \_\_\_\_\_, by Resolution No. \_\_\_\_\_, the Commission approved this Agreement.

I. On \_\_\_\_\_ by Resolution No. \_\_\_\_\_, the Board of Supervisors approved the Agreement under Section 9.118 of the Charter of the City and County of San Francisco.

In accordance with the recitals above, the Parties agree to the following conditions:

### **Agreement**

1. **Right of Entry.** United grants City a temporary and non-exclusive right for City and its employees, contractors, subcontractors, representatives, agents, or consultants (collectively, "City's Agents") to enter upon and use the Leased Premises at all times necessary for the purpose of performing work for the Project. United acknowledges use of the designated locations may be disrupted during work of the Project and agrees not to hinder or unreasonably delay the City's or City's Agents' right of entry or use granted under this Agreement; provided, however, that City and City's Agents will use their commercially reasonable efforts not to disrupt United's operations.

2. **United Contribution.** Within thirty (30) days of the later to occur of: (a) the Airport Commission's award of a construction contract for the Ground Power Systems or (b) the commencement of the term of this Agreement pursuant to Section 9, United shall pay to City a lump sum of Six Million Two Hundred Fifty Thousand Dollars (\$6,250,000), as a contribution toward City's Project costs related to the Ground Power Systems (the "**United Contribution**"). City shall provide an invoice to United for the United Contribution. United shall make payment to City at the office of the Airport Director, or in such alternate manner as City may designate in writing, and in lawful money of the United States, free from all claims, demands, setoffs, or counterclaims of any kind.

3. **Project Design and Modifications.** City and United agree that City has sole discretion regarding all decisions about the scope, schedule, and budget of the Project, and City may modify the Project in its sole discretion at any time. Reasonable requests for modifications by United will be considered by City. Should City reduce the number of the Ground Power Systems, City and United shall agree to a proportionate reduction of the United Contribution, including a total refund of the United Contribution if the Ground Power Systems are excluded from the Project, by entering into a modification to this Agreement pursuant to Section 10 detailing, if necessary, the amount, mechanism, and schedule for any refund to United.

4. **Ownership; Use.** City shall own the Ground Power Systems. United shall use the Ground Power Systems, and only the Ground Power Systems, to power aircraft parked at the locations serviced by the Ground Power Systems, and United shall not power such aircraft with jet fuel unless the Ground Power Systems are unavailable. United shall not remove, move, or transfer the Ground Power Systems or any component of the Ground Power Systems

from their initial respective locations without the City's prior written consent. The Ground Power Systems will be individually metered. United shall be responsible for and shall pay all utility costs associated with such Ground Power Systems within the Leased Premises and such Ground Power Systems at the aircraft parking location designated 41-22 in accordance with Section 8.2 of the SuperBay Lease. In the event United ceases to be the exclusive user of the Ground Power Systems at the aircraft parking location designated 41-22, then United shall pay for its share of the use of such Ground Power Systems as reasonably determined by the Director.

5. Maintenance. United shall assume maintenance obligations for the Ground Power Units and PCA Units at the aircraft parking locations within the Leased Premises. United shall perform such maintenance in conformance with all manufacturer specifications and warranty conditions pursuant to Section 9.2 and Exhibit B of the SuperBay Lease. City shall provide standard project records, including operation and maintenance manuals and warranties, to support United's maintenance obligations. City shall assume maintenance obligations for the Ground Power Unit and PCA Unit at the aircraft parking location designated 41-22.

6. Power Load Shedding. Power for all Ground Power Systems will be supplied through Substation AR, which also supplies power to the SuperBay Hangar fire suppression system. United acknowledges that each engagement of the fire suppression system, including for inspections, will require power to be diverted from the Ground Power Systems, making them unavailable. City shall coordinate scheduled inspections of the fire suppression system, which are anticipated to be monthly and annually, with United. City shall provide no less than three (3) business days' prior advance notice of scheduled inspections or other scheduled tests that are expected to divert power from the Ground Power Systems. City shall not be liable to United for any consequential, incidental, or special damages, or lost revenues or lost profits in the event of power load shedding from the Ground Power Systems.

7. Access; Information Reporting. United shall provide City with access to the Ground Power Systems at the aircraft parking locations within the Leased Premises in accordance with Section 3.5 of the SuperBay Lease at least annually and upon reasonable request by the City. In order for the City to comply with requirements of the VALE Grant, including earning emissions credits from the applicable air quality agency, United shall provide to the City from time to time, at least annually, and upon request by the City, information regarding the Ground Power Systems and United's usage of the Ground Power Systems; including without limitation United's maintenance records for the installed Ground Power Systems, a log of the aircraft type(s) using the Ground Power Systems, and the number of hours that the Ground Power Systems are used. For reference, the format of the VALE Grant report the City will submit periodically to FAA is attached hereto as Exhibit B. United shall notify City within five (5) business days of any request for warranty repair and/or in the event any aspect of the Ground Power Systems is offline, unavailable, disabled, or seriously damaged.

8. Waiver. United waives its rights to recover from and forever releases and discharges City and City's Agents from any and all losses, liabilities, judgments, suits, claims, damages, costs and expenses (including reasonable attorneys' fees, investigation costs, remediation costs, and court costs) of any kind or nature, that may arise on account of or in any way be connected with the Project, except if caused solely and directly by the active negligence or

willful misconduct of City or a City Agent, but City shall not be liable under any circumstances for any consequential, incidental, or punitive damages.

9. Term; Termination. The term of this Agreement shall commence on the date it has been fully executed by City and United and expire on the earliest to occur of: (a) the end date of the twenty-year useful life of the Ground Power Units and PCA Units, as determined by City, (b) the termination of both the SuperBay Lease and any successor lease to United of leased premises that includes any of the aircraft parking locations where the Ground Power Units and PCA Units are located, or (c) cancellation of the Project and termination by the City as further provided in this Section 9. Without limiting City's rights under Section 3, City shall have the right to cancel the Project and terminate this Agreement upon notice to United, and upon such termination, the rights and obligations of the Parties under this Agreement shall terminate. In the event such termination occurs after receipt of United's Contribution and prior to completion of the Project, City shall refund to United the entire amount of the United Contribution. If termination occurs after City has commenced work on the Leased Premises, City will restore the Leased Premises to its prior condition.

10. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the matters referred to in this Agreement. This Agreement supersedes all prior drafts, negotiations and communications associated with it. This Agreement may not be amended, modified, changed, supplemented, or terminated, nor may any of the obligations hereunder be waived, except by written instrument signed by City and United. The Parties acknowledge and agree that this Agreement is consistent with the terms of the SuperBay Lease and that nothing in this Agreement constitutes a waiver of any of the Parties' obligations under the SuperBay Lease. This Agreement is limited to its specific purpose and shall not constitute a modification to or an amendment of the SuperBay Lease.

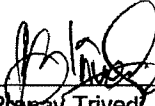
11. Attorneys' Fees. In the event that either City or United fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder (whether or not such action is prosecuted to judgment), including, without limitation, court costs and reasonable attorneys' fees. For purposes of this Agreement, reasonable fees of attorneys of City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

12. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement.

13. Governing Law; Venue. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in San Francisco.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

UNITED AIRLINES, INC.,  
a Delaware corporation

By:   
Name: Pranav Trivedi  
Title: Managing Director- Airport Affairs  
Corporate Real Estate

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation, acting by and through its  
Airport Commission

By: \_\_\_\_\_  
Ivar C. Satero  
Airport Director

AUTHORIZED BY  
AIRPORT COMMISSION

Resolution No.: \_\_\_\_\_

Adopted: \_\_\_\_\_, 2018

Attest: \_\_\_\_\_  
Secretary  
Airport Commission

APPROVED AS TO FORM:  
DENNIS J. HERRERA  
City Attorney


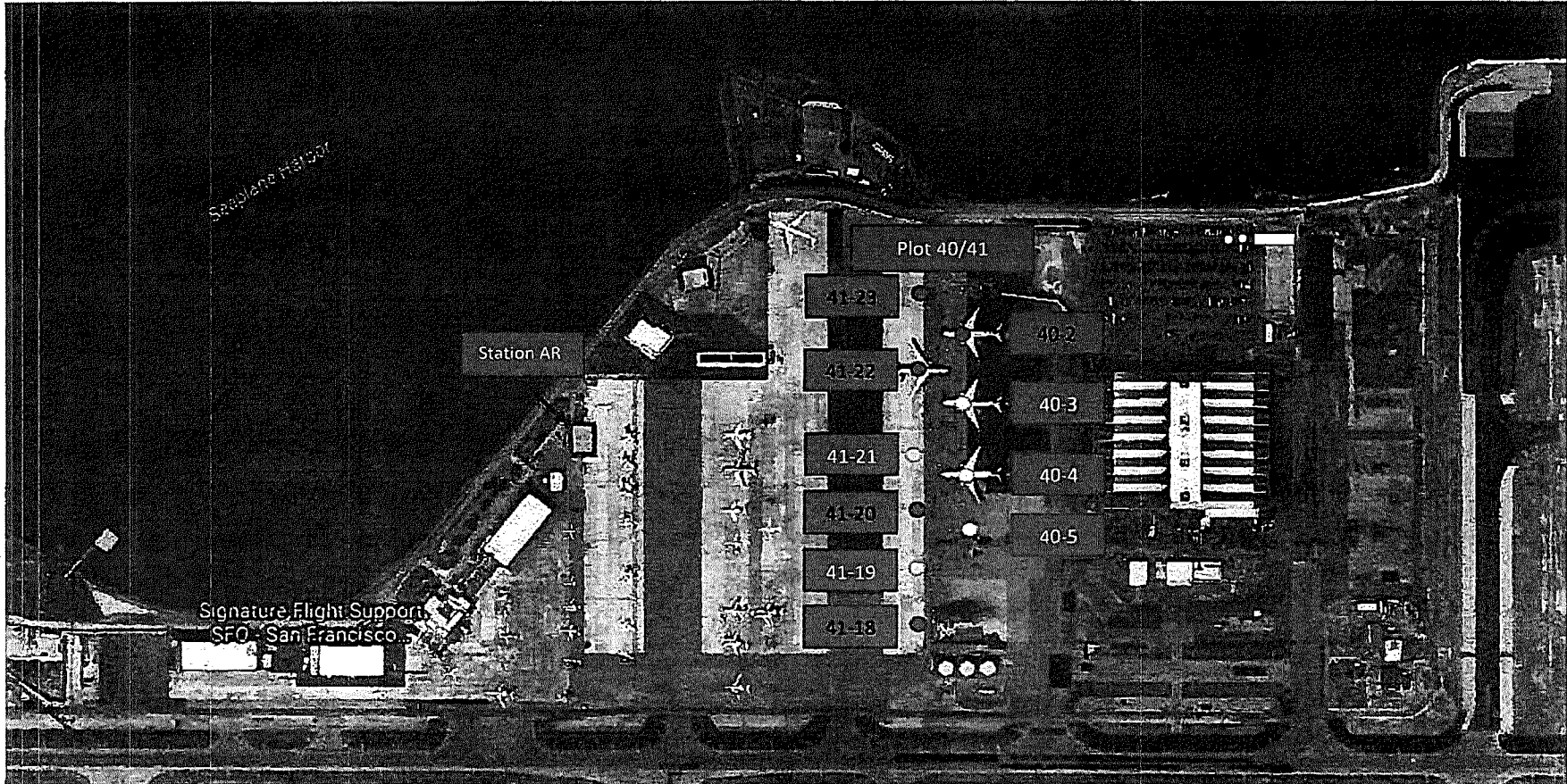
By:   
Deputy City Attorney

Exhibit A

Project Parking Locations

Yellow Locations will receive VALE grant funding



November 2, 2017

Sample Exhibit B



**FAA Voluntary Airport Low Emission Program  
PAGE 1. TRACKING FORMS - GENERAL INFORMATION**

Airport Name:	_____	3-Letter Airport ID:	_____
Contact Person:	_____	Calendar Year:	_____
Mailing Address:	_____	Phone:	_____
Email Address:	_____	Fax:	_____

ver. 7.0

**DESCRIPTION OF TRACKING WORKSHEETS**

The FAA provides these VALE project tracking worksheets to help sponsors monitor the emissions performance of VALE projects. This tracking format is provided to assist the sponsor in complying with the tracking conditions of the VALE Program. Using this format is not required. Sponsors are encouraged to use whatever system works best to track VALE vehicles and equipment.

Following a calendar year of operations, the sponsor should complete these forms, or ones similar, and keep them on file for purposes of updating reports to the State air quality agency for AERCs, facilitating FAA review, and providing information to the public upon request.

**PAGE 1 - General Information**

This sheet should be updated as needed to reflect changes in contact information.

**PAGE 2 - Vehicle Tracking**

Annual operational data and maintenance costs should be kept for each VALE-funded vehicle. Copies of PAGE 2 should be made as necessary. The annual emissions should be calculated for each VALE-funded vehicle and recorded in the lower right corner. This information, as well as supporting EDMS documentation, will need to be communicated to the State air quality agency for AERC issuance and use.

**PAGE 3 - Infrastructure Tracking**

Annual operating data and maintenance costs should be kept for VALE-funded infrastructure.

**PAGE 4 - Emissions Tracking Worksheet**

Total project emissions (vehicles + infrastructure use) should be calculated on an annual basis. Total emissions should be entered into the "project" columns. The baseline emissions should be identical or consistent with what was calculated in the initial project application. Emission reductions (ERs) for each project year are automatically calculated as the difference between "baseline" and "project." A running cumulative emissions reduction will automatically appear at the top of the page.

The total number of years for the project is equal to the useful life for individual VALE vehicles and equipment or to a longer period up to the typical 20-year life of AERCs.



**PAGE 2. INDIVIDUAL VEHICLE INFORMATION**

(Repeat the completion of this sheet for each VALE vehicle)

Calendar Year: \_\_\_\_\_

**Vehicle Identification**

Vehicle Airport  
Deployment Date: \_\_\_\_\_

Make, Model, & Model Year:  
\_\_\_\_\_

Vehicle Owner: \_\_\_\_\_ Hp: \_\_\_\_\_

VIN or Serial Number:  
\_\_\_\_\_

**Vehicle Class Information**

- Ground Support Equipment (GSE) nonroad, unlicensed <OR>
- Ground Access Vehicle (GAV) licensed for onroad use
- Vehicle leased to a Tenant (Y/N)?  
If yes, to whom? \_\_\_\_\_

**Alternative Fuel Type (check one)**

- Electric
- CNG (compressed natural gas)
- LNG (liquified natural gas)
- LPG (liquefied petroleum gas/propane)
- Hybrid Technology
- Hydrogen (Fuel Cell)
- Ethanol 85
- Methanol 85
- Coal-derived liquid fuels
- Biodiesel (85-100%)
- Retrofit/Rebuild
- Other \_\_\_\_\_

**Program ID Information**

Unique Airport Vehicle ID:  
\_\_\_\_\_

License Plate (if applicable):  
\_\_\_\_\_

Does vehicle have required VALE Program label affixed (Y/N)?

**Annual Vehicle Usage**

Avg. Useful Life (years):<sup>1</sup> \_\_\_\_\_

Original Vehicle Purchase Price: \_\_\_\_\_

For this calendar year, complete all that apply:

Miles traveled: \_\_\_\_\_

Hours operated: \_\_\_\_\_

Annual Fuel Use: \_\_\_\_\_

Fuel use units: \_\_\_\_\_

**Airport Vehicle Type (choose only one vehicle type per worksheet)**

- Air Conditioning Unit
- Baggage Tug
- Belt Loader
- Cargo Loader
- Cargo Tractor
- Catering Truck
- Deicer Truck
- Fork Lift
- Fuel Truck
- Generator
- Ground Power Unit
- Fire Truck
- Lavatory Truck
- Pushback Tractor
- Sweeper
- Sport Utility Vehicle (SUV)
- Passenger Car
- Passenger Van
- Service Van
- Pickup Truck
- 22' Shuttle
- 30-35' Bus
- 40' Bus
- Other \_\_\_\_\_

Maintenance Records		
Description of Maintenance	Service Date	Maintenance Cost (\$)
1		
2		
3		
4		
5		
6		
7		
8		
		\$ _____

Annual Emissions Summary	
Calculate annual emission based on the operating parameters of the vehicle(s) listed on this worksheet.	
Pollutant	Annual Emissions (tons per year)
NOx	
VOC	
CO	
PM10	
PM2.5	
SOx	

Repeat this page as needed for each VALE vehicle type.  
1/ Refer to Tables 7-1 and 8-1 in the VALE program Technical Report.



**PAGE 3. VALE INFRASTRUCTURE TRACKING SHEET**

Calendar Year: \_\_\_\_\_

Low Emissions Infrastructure Technology or Equipment Units									
	Description of Low Emission Infrastructure	Start-up Date	Estimated Operating Life (years)	No. of Units	Original Purchase Price	Does equipment have required VALE label affixed ? (Y/N)	Fuel Throughput (if applicable)	Maintenance Description	Maintenance Cost (\$)
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
<b>Totals:</b>					<b>\$0.00</b>		<b>0.00</b>		<b>\$0.00</b>

Repeat this page as needed.

ver. 7.0





**PAGE 4. VALE EMISSION REDUCTIONS (ER) TRACKING WORKSHEET**

ver. 7.0

Project Cumulative Emission Reductions Summary					
NOx	VOC	CO	PM10	PM2.5	SOx
0.0	0.0	0.0	0.0	0.0	0.0

All values are in tons per year

	Project Year #1			Project Year #2			Project Year #3			Project Year #4			Project Year #5		
	Baseline	Project	ER	Baseline	Project	ER	Baseline	Project	ER	Baseline	Project	ER	Baseline	Project	ER
NOx			0.0			0.0			0.0			0.0			0.0
VOC			0.0			0.0			0.0			0.0			0.0
CO			0.0			0.0			0.0			0.0			0.0
PM10			0.0			0.0			0.0			0.0			0.0
PM2.5			0.0			0.0			0.0			0.0			0.0
SOx			0.0			0.0			0.0			0.0			0.0

	Project Year #6			Project Year #7			Project Year #8			Project Year #9			Project Year #10		
	Baseline	Project	ER	Baseline	Project	ER	Baseline	Project	ER	Baseline	Project	ER	Baseline	Project	ER
NOx			0.0			0.0			0.0			0.0			0.0
VOC			0.0			0.0			0.0			0.0			0.0
CO			0.0			0.0			0.0			0.0			0.0
PM10			0.0			0.0			0.0			0.0			0.0
PM2.5			0.0			0.0			0.0			0.0			0.0
SOx			0.0			0.0			0.0			0.0			0.0

	Project Year #11			Project Year #12			Project Year #13			Project Year #14			Project Year #15		
	Baseline	Project	ER	Baseline	Project	ER	Baseline	Project	ER	Baseline	Project	ER	Baseline	Project	ER
NOx			0.0			0.0			0.0			0.0			0.0
VOC			0.0			0.0			0.0			0.0			0.0
CO			0.0			0.0			0.0			0.0			0.0
PM10			0.0			0.0			0.0			0.0			0.0
PM2.5			0.0			0.0			0.0			0.0			0.0
SOx			0.0			0.0			0.0			0.0			0.0

	Project Year #16			Project Year #17			Project Year #18			Project Year #19			Project Year #20		
	Baseline	Project	ER	Baseline	Project	ER	Baseline	Project	ER	Baseline	Project	ER	Baseline	Project	ER
NOx			0.0			0.0			0.0			0.0			0.0
VOC			0.0			0.0			0.0			0.0			0.0
CO			0.0			0.0			0.0			0.0			0.0
PM10			0.0			0.0			0.0			0.0			0.0
PM2.5			0.0			0.0			0.0			0.0			0.0
SOx			0.0			0.0			0.0			0.0			0.0

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 18-0184

**AUTHORIZATION TO ENTER INTO A CONTRIBUTION AGREEMENT WITH, AND TO ACCEPT A \$6,250,000 CONTRIBUTION FROM, UNITED AIRLINES, INC., FOR THE 400 HERTZ GROUND POWER CONVERTER UNITS AND PRECONDITIONED AIR UNITS SYSTEM INSTALLATION PROJECT AT PLOTS 40 AND 41**

WHEREAS, the San Francisco International Airport ("Airport") intends to implement a project consisting of the design, acquisition, construction, and installation of ten 400 Hertz ground power converter units ("Ground Power Units") and ten preconditioned air units ("PCA Units"), together with related infrastructure at Plots 40 and 41; and

WHEREAS, the 400 Hertz Ground Power Converter Units and Preconditioned Air Units System Installation Project ("Project") for ten locations includes four locations at the SuperBay Hangar at Plot 40, leased to United Airlines, Inc. ("United"), pursuant to Lease L04-0058, dated June 1, 2004, and six locations at Plot 41; and

WHEREAS, the Project is partially funded by a Voluntary Airport Low Emission ("VALE") Program grant of \$10,577,500 under the Federal Aviation Administration Airport Improvement Program; and

WHEREAS, United has agreed to contribute \$6,250,000 towards the Project cost, which is estimated to be \$25,000,000; and

WHEREAS, the Airport expects to fund all Project costs exceeding the funds contributed by United and the VALE grant; and

WHEREAS, the Airport wishes to enter into a Contribution Agreement ("Agreement") with United to specify the parties' obligations for the Project and to ensure VALE Program grant terms and conditions are met and to accept a \$6,250,000 contribution from United; and

WHEREAS, the term of the Agreement will expire on the earlier of: (a) the end date of the twenty-year useful life of the Ground Power Units and PCA Units, (b) the termination of United's current or any successor lease at the SuperBay Hangar, or (c) cancellation of the Project by the Airport; and

WHEREAS, the completion of this Project will result in significant air quality emission reductions, greenhouse gas savings, and operational cost savings; and

WHEREAS, as required by the VALE Program grant, the Airport will retain ownership of all Ground Power Units, PCA Units, and related infrastructure; now, therefore, be it

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 18-0184

RESOLVED, that this Commission authorizes the Airport Director to execute a Contribution Agreement with, and to accept a contribution of \$6,250,000 from, United Airlines, Inc., for the 400 Hertz Ground Power Converter Units and Preconditioned Air Units System Installation Project at Plots 40 and 41; and, be it further

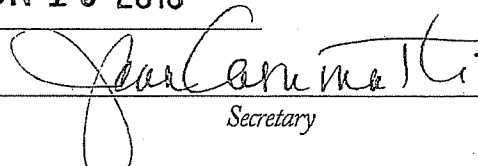
RESOLVED, that the Commission Secretary is hereby directed to request approval of the Contribution Agreement by Resolution of the Board of Supervisors in accordance with Section 9.118 of the Charter of the City and County of San Francisco.

Page 2 of 2

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

*at its meeting of* \_\_\_\_\_

JUN 19 2018

  
\_\_\_\_\_  
Secretary

AIRPORT COMMISSION  
CITY AND COUNTY OF SAN FRANCISCO  
RESOLUTION NO. 16-0149

**AUTHORIZATION TO ACCEPT AND EXPEND FEDERAL AVIATION  
ADMINISTRATION GRANT FUNDS IN THE AMOUNT OF \$15,200,000 FOR A  
VOLUNTARY AIRPORT LOW EMISSIONS (VALE) PROJECT**

WHEREAS, the Airport is filing a grant application to seek federal assistance under the Airport Improvement Program ("AIP"), which provides for reimbursement by the Federal Aviation Administration ("FAA") of up to 75% of the allowable project costs; and

WHEREAS, a Voluntary Low Emissions Program ("VALE") project to be implemented at San Francisco International Airport (the "Airport") is eligible for federal assistance under the AIP; and

WHEREAS, under the proposed VALE project, the Airport will purchase and install 400 Hz ground power converter units and preconditioned air units at nine locations at the Airport; and

WHEREAS, the completion of the proposed project will result in very significant air quality emission reductions, greenhouse gas savings, and operational cost savings; and

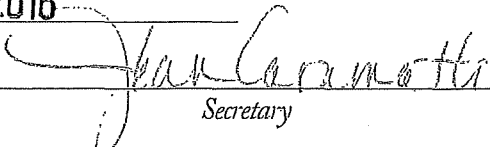
WHEREAS, the Airport is applying for FAA AIP discretionary funding in an estimated amount of \$15,200,000 for the proposed VALE project; now therefore, be it

RESOLVED, that, upon receipt by the Airport of the Federal Aviation Administration Federal Fiscal Year 2016 Grant Offer for the Voluntary Airport Low Emissions Program project eligible for Airport Improvement Program funding, this Commission hereby authorizes the Airport Director to accept and expend the grant funds in said Grant Offer in an amount estimated to be \$15,200,000 and any additional amounts up to 15% of the original grant amount that may be offered.

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

*at its meeting of* \_\_\_\_\_

MAY 17 2016

  
Secretary



San Francisco International Airport

**MEMORANDUM**

June 19, 2018

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

FROM: Airport Director

SUBJECT: Authorization to Enter into a Contribution Agreement with, and to Accept a \$6,250,000 Contribution from, United Airlines, Inc., for the 400 Hertz Ground Power Converter Units and Preconditioned Air Units System Installation Project at Plots 40 and 41

DIRECTOR'S RECOMMENDATION: AUTHORIZE THE AIRPORT TO ENTER INTO A CONTRIBUTION AGREEMENT WITH, AND TO ACCEPT A \$6,250,000 CONTRIBUTION FROM, UNITED AIRLINES, INC., FOR THE 400 HERTZ GROUND POWER CONVERTER UNITS AND PRECONDITIONED AIR UNITS SYSTEM INSTALLATION PROJECT AT PLOTS 40 AND 41.

**Executive Summary**

The attached Resolution authorizes the Airport Director to enter into a Contribution Agreement ("Agreement") with, and to accept a \$6,250,000 contribution from, United Airlines, Inc. ("United") related to the 400 Hertz Ground Power Converter Units and Preconditioned Air Units System Installation Project ("Project") at Plots 40 and 41 at San Francisco International Airport ("Airport"). The completion of this Project will result in significant air quality emission reductions, greenhouse gas savings, and operational cost savings.

**Background**

The Airport intends to implement the Project consisting of the design, purchase, construction, and installation of 400 Hertz ground power converter units ("Ground Power Units") and preconditioned air units ("PCA Units"), together with related infrastructure improvements, on ten locations at Plots 40 and 41 at the Airport. Four of the locations included in the Project are at the SuperBay Hangar at Plot 40, leased by United pursuant to Lease L04-0058 dated June 1, 2004. The remaining six locations are at Plot 41.

THIS PRINT COVERS CALENDAR ITEM NO. 7

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO

MARK FARRELL MAYOR    LARRY MAZZOLA PRESIDENT    LINDA S. CRAYTON VICE PRESIDENT    ELEANOR JOHNS    RICHARD J. GUGGENHIME    PETER A. STERN    IVAR C. SATERO AIRPORT DIRECTOR

United has agreed to contribute \$6,250,000 towards the Project cost, which is estimated to be \$25,000,000. The Project is also partially funded by a Voluntary Airport Low Emission ("VALE") Program grant under the Federal Aviation Administration Airport Improvement Program. The balance will be funded by the Airport. A summary of the Project funding is as follows:

United Contribution	\$6,250,000
VALE Grant Funds	\$10,577,500
Airport Funds	\$8,172,500
<u>Total Estimated Project Cost</u>	<u>\$25,000,000</u>

As required by the VALE grant, the Airport will retain ownership of the ten Ground Power Units, ten PCA Units, and related infrastructure.

The Airport wishes to enter into an Agreement with United to accept United's contribution of \$6,250,000 and to specify the parties' roles and responsibilities related to the Project to ensure the VALE grant terms and conditions are met. The term of the Agreement will expire on the earlier of: (a) the end date of the twenty-year useful life of the Ground Power Units and PCA Units, (b) the termination of United's current or any successor lease at the SuperBay Hangar, or (c) cancellation of the Project. In the event of cancellation of the Project by the Airport, the Airport would refund United's contribution in full.

### **Recommendation**

I recommend that this Commission adopt the attached Resolution authorizing the Airport Director to execute the Contribution Agreement with, and to accept a \$6,250,000 contribution from United Airlines, Inc., for the 400 Hertz Ground Power Converter Units and Preconditioned Air Units System Installation Project at Plots 40 and 41. I further recommend directing the Commission Secretary to forward the Contribution Agreement to the Board of Supervisors for approval in accordance with City Charter Section 9.118.



Ivar C. Satero  
Airport Director

Prepared by: Leo Fermin  
Chief Business and Finance Officer

Attachment



San Francisco International Airport

MEMORANDUM

May 17, 2016

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

FROM: Airport Director

SUBJECT: Authorization to Accept and Expend Federal Aviation Administration Grant Funds in the Amounts of (1) \$3,750,000 for an Airfield Signage Project; (2) \$15,200,000 for a Voluntary Airport Low Emissions (VALE) Project; and (3) \$1,800,000 for the Continuation of the Noise Insulation Program and Any Additional Amounts up to 15% of the Original Grant Amount that may be Offered

DIRECTOR'S RECOMMENDATION: AUTHORIZE THE ACCEPTANCE AND EXPENDITURE OF FEDERAL AVIATION ADMINISTRATION GRANT FUNDS IN THE AMOUNTS OF (1) \$3,750,000 FOR AN AIRFIELD SIGNAGE PROJECT; (2) \$15,200,000 FOR A VOLUNTARY AIRPORT LOW EMISSIONS (VALE) PROJECT; AND (3) \$1,800,000 FOR THE CONTINUATION OF THE NOISE INSULATION PROGRAM AND ANY ADDITIONAL AMOUNTS UP TO 15% OF THE ORIGINAL GRANT OFFER(S).

Executive Summary

For Federal Fiscal Year ("FFY") 2016, the Airport is applying for Federal Aviation Administration ("FAA") Airport Improvement Program ("AIP") grant funds as follows: (1) \$3,750,000 for an airfield signage project; (2) \$15,200,000 for a Voluntary Airport Low Emissions ("VALE") project; and (3) \$1,800,000 for the continuation of the Noise Insulation Program ("NIP"). We are requesting authorization to accept and expend these grant amounts and any additional amounts up to 15% of the original grant amount(s) that may be offered by the FAA.

AIP grants are contingent upon funding availability and are offered on short notice. An advance Commission approval positions the Airport to accept the grant offer within the timeframe determined by the FAA.

Background

The AIP provides for the reimbursement of up to 75% of the cost for eligible Airport improvement projects, including VALE projects. Furthermore, the AIP provides for the reimbursement of up to

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO

THIS PRINT COVERS CALENDAR ITEM NO. 9

EDWIN M. LEE  
MAYOR

LARRY MAZZOLA  
PRESIDENT

LINDA S. CRAYTON  
VICE PRESIDENT

ELEANOR JOHNS

RICHARD J. GUGGENHIME

PETER A. STERN

JOHN L. MARTIN  
AIRPORT DIRECTOR

80% of the cost for eligible projects for noise insulation program implementation. For FFY 2016, the Airport may receive three discretionary grants totaling approximately \$20,750,000 for the proposed projects described below.

### **Scope of Work**

#### ***Airfield Signage Project***

Under the Airfield Signage Upgrade, Phase A project, the Airport will implement necessary modifications to bring airfield signage in compliance with current FAA regulations and ensure Airport safety standards are maintained. Modifications include replacing inefficient signs that have exceeded the service life with energy efficient LED signs; updating outdated airfield signage infrastructure; and adding required electrical infrastructure for installing additional airfield signs as required in the future due to geometry changes, safety enhancements, or FAA regulation changes. In addition, the Airport will also relocate Runway 28L windcone to meet current FAA standards.

#### ***VALE Project***

Under the VALE project, the Airport will purchase and install nine 400 Hz ground power converter units and nine preconditioned air units at nine locations at the Maintenance Operation Center and the SuperBay aircraft hangar parking aprons at the Airport. The completion of this project will result in very significant air quality emission reductions, greenhouse gas savings, and operational cost savings.

#### ***Noise Insulation Project***

The State of California Noise Standard for Airports (Title 21 of the California Administrative Code) requires airports to eliminate incompatible land uses in the noise impact area unless the airport receives a variance. Starting in the 1980s, the Airport, through coordination with the surrounding communities and San Mateo County, implemented the NIP to eliminate incompatible land uses and meet Title 21 requirements. Since 2008, the Airport has been managing the program directly, addressing homes that were not treated in previous NIP phases because owners did not participate and that were subsequently sold to new owners who now want their properties insulated. The homes are considered if they are located within the 65-dB noise contour of the Noise Exposure Map ("NEM") or are part of contiguous neighborhoods partially within this contour.

The Airport plans to continue insulation of additional eligible dwellings located inside the current NEM (2019 NEM accepted by the FAA in February 2016). An initial group of approximately 39 properties in San Bruno, Daly City, and Millbrae has been identified for potential consideration in this phase of the program. The actual number of dwellings to receive noise insulation improvements will be defined after a detailed evaluation of the properties is completed in order to confirm their eligibility.

**Following is a summary of the discretionary funds requested for the proposed projects:**

	<b>Project Name</b>	<b>Discretionary Funds Requested</b>
1	Airfield Signage Upgrade, Phase A	\$ 3,750,000
2	Voluntary Airport Low Emissions Project	\$15,200,000
3	Noise Insulation Project	\$ 1,800,000

**TOTAL \$20,750,000**



**Recommendation**

I recommend that this Commission approve the attached Resolutions authorizing the acceptance and expenditure of Federal Aviation Administration Federal Fiscal Year 2016 Airport Improvement Program grant funds up to: (1) \$3,750,000 for an Airfield Signage Project; (2) \$15,200,000 for a Voluntary Airport Low Emissions Project; and (3) \$1,800,000 for the Continuation of the Noise Insulation Program and any additional amounts up to 15% of the original grant amount(s) that may be offered. Airport staff will return to the Commission if any of the resulting grant offer(s) exceed 15% of the original grant amount.



John E. Martin  
Airport Director

Prepared by: Leo Fermin  
Chief Business and Finance Officer

Attachment



San Francisco International Airport

August 21, 2018

Ms. Angela Calvillo  
Clerk of the Board  
Board of Supervisors  
City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102-4689

Subject: Approval of a Form of Contribution Agreement between San Francisco International Airport and United Airlines, Inc. to Accept \$6,250,000 for an Airport Infrastructure Project

Dear Ms. Calvillo:

We have enclosed a Board of Supervisors Resolution approving the acceptance of \$6,250,000 contribution from United Airlines, Inc. ("United") and a form of Contribution Agreement for the implementation of a project consisting of the design, acquisition, construction, and installation of 400 Hz generators and pre-conditioned air units for ten remain overnight aircraft parking positions on Plots 40 and 41 at San Francisco International Airport (the "Project").

United has agreed to contribute \$6,250,000 towards the Project cost, which is estimated to be \$25,000,000. This Project is partially funded by a Voluntary Airport Low Emission ("VALE") Program grant of \$10,577,500 under the Federal Aviation Administration Airport Improvement Program.

The Contribution Agreement with United specifies the parties' obligations for the Project, requires United's compliance with applicable VALE Program grant terms and conditions, and provides for a \$6,250,000 contribution from United.

We are seeking authorization to accept the contribution of \$6,250,000 from United from the Board of Supervisors.

The following is a list of accompanying documents (three sets):

- Board of Supervisors Resolution; ✓
- Approved Airport Commission Resolution No. 16-0149;
- Memorandum accompanying Airport Commission Resolution No. 16-0149;
- Approved Airport Commission Resolution No. 18-0184;
- Memorandum accompanying Airport Commission Resolution No. 18-0184;
- Form of Contribution Agreement; and
- Two Ethics Forms SFEC-126 (BOS and Mayor).

RECEIVED  
 BOARD OF SUPERVISORS  
 SAN FRANCISCO  
 2018 AUG 29 PM 1:32  
 07

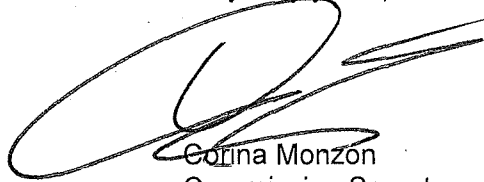
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO

LONDON N. BREED MAYOR	LARRY MAZZOLA PRESIDENT	LINDA S. CRAYTON VICE PRESIDENT	ELEANOR JOHNS	RICHARD J. GUGGENHIME	PETER A. STERN	IVAR C. SATERO AIRPORT DIRECTOR
--------------------------	----------------------------	------------------------------------	---------------	-----------------------	----------------	------------------------------------

The following person may be contacted regarding this matter:

Ronda Chu  
Capital Finance Director  
(650) 821-2823  
ronda.chu@flysfo.com

Very truly yours,

A handwritten signature in black ink, appearing to be 'Corina Monzon', written over a large, stylized circular flourish.

Corina Monzon  
Commission Secretary

Enclosures

cc: Ronda Chu, Finance  
Cathy Widener, Governmental Affairs

**FORM SFEC-126:**  
**NOTIFICATION OF CONTRACT APPROVAL**  
(S.F. Campaign and Governmental Conduct Code § 1.126)

<b>City Elective Officer Information</b> <i>(Please print clearly.)</i>	
Name of City elective officer(s):	City elective office(s) held:
<b>Members, Board of Supervisors</b>	<b>Members, Board of Supervisors</b>
<b>Contractor Information</b> <i>(Please print clearly.)</i>	
Name of contractor: <b>United Airlines, Inc.</b>	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
<b>(1) Board of Directors:</b>	
Oscar Munoz	
Carolyn Corvi	
Jane Garvey	
David Vitale	
James Aloysius Kennedy, CFA	
Robert Milton	
Laurence Simmons	
Walter Isaacson	
William Nuti	
Todd Insler	
Sito Pantoja	
James Whitehurst	
Barney Harford	
Edward Shapiro, MBA	
Edward Philip	
<b>(2) Oscar Munoz, Chief Executive Officer</b>	
J. Scott Kirby, President	
Andrew C. Levy, Chief Financial Officer and Executive Vice President	
Gregory L. Hart, Chief Operating Officer and Executive Vice President	
<b>(3) N/A</b>	
<b>(4) N/A</b>	
<b>(5) N/A</b>	
Contractor address: <b>233 South Wacker Drive, Chicago, IL 60606</b>	
Date that contract was approved:	Amount of contract: <b>\$6,250,000</b>
Describe the nature of the contract that was approved: <b>United Airlines Inc. to pay the City and County of San Francisco – Airport Commission, a lump sum of \$6,250,000 as a contribution toward the City's project costs related to the design, acquisition, construction, and installation of ground power unit and preconditioned air units, together with related infrastructure, at five designated aircraft parking locations.</b>	
Comments:	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves San Francisco Board of Supervisors

Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

<b>Filer Information</b> <i>(Please print clearly.)</i>	
Name of filer: <b>Angela Calvillo, Clerk of the Board</b>	Contact telephone number: <b>(415) 554-5184</b>
Address: <b>City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., SF, CA 94102</b>	E-mail: <b><a href="mailto:Board.of.Supervisors@sfgov.org">Board.of.Supervisors@sfgov.org</a></b>

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

