

AGENDA
BORDER COAST REGIONAL AIRPORT AUTHORITY
BOARD OF COMMISSIONERS

SPECIAL SESSION – January 3, 2024 AT 2:00 PM
FLYNN ADMINISTRATIVE CENTER – BOARD OF SUPERVISORS CHAMBERS
981 H STREET, SUITE 100
CRESCENT CITY, CALIFORNIA

IF YOU REQUIRE AN ACCOMODATION DUE TO DISABILITY. If you know you require a reasonable accommodation, please contact the Clerk of the Airport Authority Board of Commissioners as soon as possible to request accommodation (707) 464-7288.

SPECIAL SESSION 2:00 PM

*Items may be taken out of sequence to accommodate the public and staff availability. Items followed with an ** indicate material will be provided to the Board.*

- Call the meeting to order and take roll.
- Pledge of Allegiance, led by the Chair.
- The Chair requests any deletions, corrections or additions from Commissioners to the agenda at this time. In order to add an item to the agenda, the matter must have come to the attention of the Airport Authority subsequent to the posting of the agenda and the matter must require action before the next regular meeting of the Board of Commissioners.
- Public Comment Period. Members of the public may address the Board on matters which are within the jurisdiction of the Board. If you are addressing the Board regarding a matter listed on the agenda, you may be asked to hold your comments until the Board takes up that matter. Please limit your comments to three minutes or less.

CONSENT AGENDA

1. Consider and approve the minutes of the December 7, 2023 Regular Session of the Airport Authority Board of Commissioners meeting.**
2. Authorize the Airport Director to meet with JPA members and schedule presentations with their governing boards regarding the recent Economic Impact Study provided by Volaire Aviation.
3. Direct airport staff to discuss with the Del Norte County Administrative Office a potential update to Del Norte County's annual funding amount for BCRAA administrative and operating costs which is currently \$271,608.**

REGULAR ITEMS

4. JPA overview & history provided by Robert Black, General Counsel.**
5. Review and discuss the existing AEAS Grant Agreement and Air Service Agreement with Contour Airlines.**
6. Receive update and hold Q&A with Mr. Mike Mooney, Aviation Consultant from Volaire Aviation Consulting regarding CEC and AEAS carrier selection.**
7. Review, consider and approve termination of the existing air service agreement with Contour Airlines pursuant to Section 12(A)(iv) of the current "AGREEMENT FOR AIR SERVICES BY AND BETWEEN BORDER COAST REGIONAL AIRPORT AUTHORITY AND CORPORATE FLIGHT MANAGEMENT, INC. D/B/A CONTOUR AIRLINES." Approve sending a Notice of Termination letter to Contour Airlines, with copy to DOT.**
8. Review, consider and approve entering into a new air service agreement with Advanced Airlines. Approve sending a Notice of Change of Carrier letter and an AEAS Grant Amendment Request letter to the DOT,.** Authorize Chair to sign the amended AEAS grant agreement from the DOT once received by BCRAA, subject to approval by legal counsel.**
9. Review, consider and approve supplemental budget for ongoing legal and consulting services with JarvisFay and Axis.**
10. Receive update from the Airport Director on AIP 43 – ARFF Apparatus and Ancillary Equipment.
11. Receive update from the Airport Director on the Runway 18-36 Rehabilitation Project.**
12. Receive update on carrier performance including enplanements, deplanements, and on-time performance.**
13. Receive reports from Commissioners regarding Border Coast Regional Airport Authority business, request clarification, information or that items be included in the future agendas. No action will be taken but direction may be given to staff and items scheduled for future agendas.

CLOSED SESSION

- **CONFERENCE WITH LEGAL COUNSEL— EXISTING LITIGATION**

Existing litigation pursuant to paragraph (1) of subdivision (d) of Section 54956.9 (one case): Case name: Border Coast Regional Airport Authority v. Danco Builders Northwest, Inc., et al.; Del Norte Superior Court.

- Reconvene in Open Session and report on any actions from Closed Session.

ADJOURNMENT

- Adjourn to the next regularly scheduled meeting of the BCRAA Board of Commissioners on February 1, 2024 at 2:00 PM.

Patty Stanley, Clerk of the Board of Commissioners

Date Posted: December 29, 2023

MINUTES
BORDER COAST REGIONAL
AIRPORT AUTHORITY BOARD OF COMMISSIONERS
REGULAR SESSION - THURSDAY – DECEMBER 7, 2023 AT 2:00 PM
FLYNN ADMINISTRATIVE CENTER – BOARD OF SUPERVISORS CHAMBERS
981 H STREET, SUITE 100
CRESCENT CITY, CALIFORNIA

PRESENT: Chairman Finigan, Commissioner Schellong, Commissioner Janell Howard, Commissioner Warner, Commissioner Short, Commissioner Herzog and Commissioner Hoone

ABSENT: Vice Chairman Miller & Commissioner Chris Howard

ALSO PRESENT: Ryan Cooley, Airport Director
Patty Stanley, Clerk of the Board

- Call the meeting to order and take roll.

Action: Chairman Finigan called the meeting to order at 2:00 PM. Clerk took roll and all were present with the exception of Commissioners noted above.

- Pledge of Allegiance.

Action: Pledge of Allegiance was recited by Board

- The Chair requests any deletions, corrections or additions from Commissioners to the agenda at this time. In order to add an item to the agenda, the matter must have come to the attention of the Airport Authority subsequent to the posting of the agenda and the matter requires action before the next regular meeting of the Board of Commissioners.
- Public Comment Period. Members of the public may address the Board on matters which are within the jurisdiction of the Board. If you are addressing the Board regarding a matter listed on the agenda, you may be asked to hold your comments until the Board takes up that matter. Please limit your comments to three minutes or less.

Action: None

CLOSED SESSION

- **CONFERENCE WITH LEGAL COUNSEL— EXISTING LITIGATION** Existing litigation pursuant to paragraph (1) of subdivision (d) of Section 54956.9 (one case): Case name withheld to avoid jeopardizing service of process on one or more parties.
- **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9 (one case.)
- Reconvene in Open Session and report on any actions from Closed Session.

RETURN TO OPEN SESSION

Action: None

CONSENT AGENDA

1. Considered and approved the minutes of the November 2, 2023 Regular Session of the Airport Authority Board of Commissioners meeting.
2. Consider and approve a budget transfer totaling \$4,800.
3. Accept and approve the Economic Impact and Leakage/Retention studies provided to the Board on November 2, 2023.

Action: On a motion by Commissioner Herzog and a second by Commissioner Short, the Board considered and approved the minutes of the November 2, 2023 Regular Session of the Airport Authority Board of Commissioners meeting, considered and approved a budget transfer totaling \$4,800 and accepted and approved the Economic Impact and Leakage/Retention studies provided to the Board on November 2, 2023.

Motion: Motion to Approve
Move: Commissioner Herzog
Second: Commissioner Short
Vote Yea: Chairman Finigan, Commissioner Schellong, Commissioner Janell Howard, Commissioner Warner, Commissioner Short, Commissioner Herzog and Commissioner Hoone

Vote Nay: 0
Vote Abstain: 0

REGULAR ITEMS

4. Consider possible termination of the existing air service agreement with Contour Airlines pursuant to Section 12(A)(iv) of the current "AGREEMENT FOR AIR SERVICES BY AND BETWEEN BORDER COAST REGIONAL AIRPORT AUTHORITY AND CORPORATE FLIGHT MANAGEMENT, INC. D/B/A CONTOUR AIRLINES.
5. Review and consider sending a Notice of Termination letter to Contour Airlines to be signed by Chairman Finigan to be transmitted electronically to both Contour Airlines and the DOT.
6. Review and consider entering into a new air service agreement with Advanced Airlines.
7. Review and consider sending a Notice of Change of Carrier letter to be signed by Chairman Finigan to be transmitted electronically to the DOT.
8. Review and consider submitting an AEAS Grant Amendment Request letter to the DOT to be signed by Chairman Finigan to be transmitted electronically to the DOT.
9. Authorize Chair to sign updated grant agreement from the DOT if the existing grant is amended.

Action: After a discussion of the Board members, the Board agreed to table items 4 through 9 with items 8 & 9 being combined. The Board wanted to make absolutely sure that all members concerns regarding

10. Review, consider and give direction necessary on the proposed 2024-2029 Airport Capital Improvement Plan (ACIP) for Jack McNamara Field.

Action: No action taken. Will be listed on a future agenda for Board vote.

11. Authorize the Airport Director to meet with JPA members and schedule presentations with their governing boards regarding the recent Economic Impact Study provided by Volaire Aviation.

Action: No action taken. Will be listed on a future agenda for Board vote.

12. Direct airport staff to discuss with the Del Norte County Board of Supervisors an update to the annual funding amount for administrative and operating costs from \$271,608 to the most current CPI Inflation Calculation from the U.S. Bureau of Labor Statistics.

Action: No action taken. Will be listed on a future agenda for Board vote.

13. Receive an update from the Airport Director on carrier performance including enplanements, deplanements and cancellations.
 - Based on October 2023, the enplanements were 606.
 - Based on October 2023, the deplanements were 565.
 - There were 3 controllable delays and 4 uncontrollable delays for October 2023.
 - The on-time performance for October 2023 was 77% controllable and 90% uncontrollable.
 - The total enplanements for January 2023 through October 2023 are 6,573.
14. Receive reports from Commissioners regarding Border Coast Regional Airport Authority business, request clarification, information or that items be included in the future agendas. No action will be taken but direction may be given to staff and items scheduled for future agendas.

Action: None

Public comment: Randy Hooper, Assistant COA of Del Norte County expressed his concerns with cancelling air service with Contour Airlines and wanted to stress the importance of working with BCRAA Counsel. Mr. Hooper also expressed his concerns regarding agenda item #12. Mr. Hooper suggested that the Airport Director have a conversation with himself and Neal Lopez, CAO of Del Norte County along with the Del Norte County Budget Team before going to the Del Norte County Board of Supervisors. Mr. Hooper also stated that contributions to the BCRAA JPA should be a regional conversation and that all members should be involved. Commissioner Schellong stated that over the past year, she believes it has been a regional conversation and asked the Airport Director how much in contributions for the upcoming 18/36 runway project had been secured through the JPA members and he stated that a total of \$416,000 has been pledged by members for this project.

ADJOURNMENT

Adjourn to the next regularly scheduled meeting of the BCRAA Board of Commissioners on January 4, 2024 at 2:00 PM.

Action: Chairman Finigan adjourned the meeting at 3:20 PM, to next regular meeting on Thursday, January 4, 2024 at 2:00 PM at the Flynn Administrative Center in the Board of Supervisors Chambers.

Respectfully submitted,

Patty Stanley

Patty Stanley, Clerk of the Board
Border Coast Regional Airport Authority



DATE: January 2, 2024

AGENDA DATE: January 3, 2024

TO: Border Coast Regional Airport Authority Board of Commissioners

FROM: Ryan Cooley, Airport Director 

SUBJECT: Del Norte County Annual Contribution

RECOMMENDATION FOR BOARD ACTION:

Direct airport staff to discuss with the Del Norte County Administrative Office a potential update to Del Norte County's annual funding amount for BCRAA administrative and operating costs which is currently \$271,608

SUMMARY:

SECTION 4.2 - ADMINISTRATIVE AND OPERATING COSTS of the BORDER COAST REGIONAL AIRPORT AUTHORITY THIRD AMENDED AND RESTATED JOINT POWERS AGREEMENT states *"For the duration of this Agreement, the County of Del Norte is required to provide annual funding to the Authority at the level of the County's budgeted commitment to support the airport for the fiscal year 2006-2007, subject to reduction only by the consent of the Authority."*

DISCUSSION:

Del Norte County is currently required to provide annual funding to the Authority based on the fiscal year 2006-2007 budget. The amount provided is \$271,608. This amount has not been adjusted since the inception of the JPA in 2007. In light of this, airport staff proposes discussing with the Del Norte County Board of Supervisors an update to the annual funding amount from Del Norte County to the Authority, which is used for administrative and operating costs.

ALTERNATIVES:

Provide alternative direction to staff or do not authorize.

SIGNATURES REQUIRED:

N/A

FINANCING:

BCRAA (432-433)

ADMINISTRATIVE SIGN-OFF:

Airport Authority Counsel: _____

Airport Director:  _____

Auditor-Controller: _____

_____: _____



BORDER COAST REGIONAL AIRPORT AUTHORITY

1650 Dale Rupert Rd. Ste. 100 • Crescent City, CA 95531 • 707.464.7288

DATE: January 2, 2024 **AGENDA DATE:** January 3, 2024
TO: Border Coast Regional Airport Authority Board of Commissioners
FROM: Ryan Cooley, Airport Director 
SUBJECT: Existing AEAS Grant Agreement and Carrier Selection

INTRODUCTION:

The current AEAS grant agreement ends on September 30, 2023. The Board is being asked to review the following options:

1. Continue with Contour Airlines through September 30, 2023 or;
2. Terminate the existing Air Service Agreement with Contour Airlines effective March 16, 2024 and;
3. Change carriers to Advanced Air starting March 17, 2023

SUMMARY/DISCUSSION:

After speaking with Mark Raggio, our DOT contact who oversees our AEAS program, airport staff has gathered some very important information regarding the EAS and AEAS Programs and how that affects us and our current and future participation in the EAS/AEAS program, specifically as it relates to year 3 and our current air service provider.

The Authority has two options in regards to our existing AEAS grant and Air Service Agreement:

1. Stay with Contour for the remainder of the grant through September 30, 2024.
 - a. This would require no action on the part of the Board.
2. Cancel the Air Service Agreement with Contour Airlines and move forward with Advanced Air
 - a. We would need to provide written 60 day notice to Contour Airlines.

- Air Service Agreement Section 12(A)(iv.)

At any time with or without cause upon sixty (60) days' written notice to the other party, subject to the requirements of the Grant, the Grant Agreement, and DOT rules and policies. In the event of a termination by Contour under this Section 12.A.iv, prior to the effective date of such termination, Contour will cure any default in the payment.

- Air Service Agreement Section 13(D)

In the event of any termination of this Agreement (except under Sections 12(A)(i) or 12(C)(iii) hereof) or the Related Agreements by the Authority occurring prior to the end of the Term of this Agreement, if the Authority notifies DOT that it intends to continue to maintain its link to the national air transportation system through AEAS by finding a new air carrier to provide the service described herein for the remainder of this Grant's Term or to re-enter the traditional Essential Air Service program, then such termination of this Agreement will be suspended and Contour, the Authority, and the Airport will continue to perform under this Agreement and the Related Agreements while the Authority or the DOT secures replacement air service ("Hold In"). Hold In will continue from the effective date of the Authority's termination through the earlier of: (i) the end of the Term; (ii) the date immediately preceding the day on which the new air carrier commences service; or (iii) such other date as the parties may mutually agree in writing. In no event will Hold In continue past September 30, 2024 unless the DOT and the Authority extend the term and the funding of the Grant and Contour and the Authority enter into corresponding extensions of the Term of this Agreement and the Related Agreements.

- b. Pursuant to section 3(e) of the grant agreement, the Authority would need to notify the DOT via a letter on letterhead delivered via email, and signed by the Chair, that the Authority has terminated the Air Service Agreement with Contour and wishes to continue to maintain the airports link to the national air transportation system through AEAS and in the same letter, pursuant to section 6(a) of the grant

agreement, notify the DOT we are signing another Air Service Agreement for the remainder of the grant agreement, through September 30, 2024, with Advanced Air. These notifications need to be done within 15 days of execution, amendment or termination of such agreements.

- c. Advanced Air would continue to operate under the existing grant agreement through September 30, 2024.
- d. Once the Air Service Agreement has been executed with Advanced Air and service has been secured through September 30, 2024, the Authority would need to then decide whether to re-up the contract with Advanced Air and the DOT for another 2,3- or 4-year term to start on October 1, 2024 or to request to proceed with traditional EAS proceedings.

If the Authority chooses to change carriers, due to the DOT AEAS process, no RFP process required. The Authority simply needs to advise the DOT of their carrier selection and fill out a new AEAS application. Advanced Air would continue with the remaining grant that is already in place. Once the grant agreement ends on September 30, 2024, Advanced Air would be allowed, as the incumbent carrier, to continue into a new 3 or 4 year term should the Authority and Advanced Air mutually choose to continue into a new agreement.

The Year 1 grant amount of the new grant agreement is set by statute to the amount of the last year of the grant currently in effect, but escalation in subsequent years would be considered by the DOT. No reasonable request would be balked at.

Submitting an application for continuing AEAS will ensure continued service with:

- A known, reliable air carrier
- Desirable destinations
- Annual grant amounts with escalations based on an approved application.

Mr. Mike Mooney, Our Aviation Consultant from Volaire Aviation Consulting has stated on record in a written statement, that in his professional opinion, given the CEC runway limitations and the overall nationwide lack of air carriers capable of, or interested in, the CEC market, the Authority only has two carriers that offer 30-seat regional jet capability to choose from for continuing local air service. Those two carriers are the current incumbent Contour Airlines and the carrier under consideration, Advanced Air, LLC.

After further review, our Legal Counsel, Mr. Robert Black, is also in agreement with Mr. Mooney regarding the selection of a single carrier without an RFP process.

This is expanded upon by the fact that the DOT, who is providing federal funds for the AEAS grant, has repeatedly stated that the AEAS program does not require an RFP process, as opposed to the EAS process.

It is also important to point out that the Authority has never waived it's right to twin engine service, thus retaining the ability to reject indisputably any service offered by single engine aircraft.

ALTERNATIVES:

Do nothing and continue with Contour Airlines as our primary commercial AEAS service provider.

SIGNATURES REQUIRED:

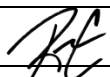
Chair

FINANCING:

DOT AEAS Grant executed October 1, 2020

ADMINISTRATIVE SIGN-OFF:

Airport Authority Counsel: _____

Airport Authority Director: _____ 

Auditor-Controller: _____

_____: _____

12/19/2023

Mr. Ryan Cooley
Airport Director
Border Coast Regional Airport Authority/Del Norte County
1650 Dale Rupert Rod, Suite 100
Crescent City, CA 95531

Dear Ryan,

Per your request below is summary of the status of most domestic airlines concerning small community air service and aircraft fleet compatibility with the CEC runway.

CRESCENT CITY EAS OR AEAS CARRIER OPTIONS 2024					
Carrier	Nearby Hub	EAS Interest	CEC Runway Capable Aircraft	Limitation	Remarks
Advanced	OAK/HHR	Yes	DO-328	None	30-seat RJ
Alaska	SEA	No	None	Runway	Length/pavement/TSA
Allegiant	None	No	None	Runway	Length/pavement/TSA
American	PHX	No	None	Runway	Length/pavement/TSA
Avelo	BUR	Yes	None	Runway	Length/pavement/TSA
Boutique	PDX	Yes	PC-12	None	8-seat single engine
Breeze	LAX	Yes	None	None	Length/pavement/TSA
Cape Air	None	Yes	Technam	None	9-seat Twin
Contour	OAK	Yes	ERJ	None	30-seat RJ
Delta	SLC	No	None	Runway	Length/pavement/TSA
Denver Air	DEN	Yes	DO-328	None	Nearest hub 1,000+ sm distant
Frontier	DEN	No	None	Runway	Length/pavement/TSA
jetBlue	None	No	None	Runway	Length/pavement/TSA
SkyWest	UA/SFO	Yes	None	Runway	Length
Southern	LAX	Yes	Caravan/PC-12	None	9-seat single engine
Southwest	OAK	No	None	Runway	Length/pavement/TSA
Spirit	None	No	None	Runway	Length/pavement/TSA
Sun Country	None	Yes	None	Runway	Length/pavement/TSA
United	SFO	No	None	Runway	Length/pavement/TSA

There are about a dozen domestic brand airlines that operate large aircraft. While a few of those carriers have some interest in EAS, their smallest aircraft does not fit on the CEC runway, typically by runway length as well as aircraft weight vs. pavement strength. Also, any regional jet with more than 50 seats would trigger the need for CEC to upgrade its TSA related infrastructure, at considerable expense.

SkyWest, a large independent regional carrier, has a keen interest in EAS markets and formerly served CEC. However, its smallest plane, the CRJ-200, cannot operate off the CEC runway.

In the 30-seat regional jet sector there are two operators: your incumbent carrier Contour and Advanced Air, LLC. Both have 30-seat regional jets that can operate at CEC.

There are three EAS focused carriers that operate 8 or 9-seat aircraft. Boutique and Southern operate single engine aircraft in EAS and Cape Air operates twin engine 9-seat aircraft in EAS. If CEC went through a conventional EAS bid cycle it is likely that Boutique and Southern would submit proposals to serve CEC with 8 or 9-seat single engine aircraft.

Since Crescent City has never had EAS provided with single engine aircraft you have the right to decline any single engine service proposal. Cape Air is based in the Boston area and has no operations west of Chicago.

Nine-seat aircraft of any type are not an ideal solution for Crescent City. Overall seat capacity would decline. Service to any hub, OAK, SMF or PDX, would involve long flight durations without an onboard toilet. From time to time there would be baggage limits. And the FAA would eventually challenge continuing airport infrastructure maintenance at current levels due to the airport's primary aircraft type being 9-seat types.

In summary, airline industry consolidation and the challenges of the ongoing pilot shortage have reduced the number of domestic airlines interested in EAS service. Furthermore, many airlines do not operate equipment types that can operate from the CEC runway.

At this time, the only 30-seat RJ type of service that can use the CEC runway is offered by either Contour Airlines or Advanced Air, LLC.

Therefore, in my professional opinion, given the CEC runway limitations and the overall nationwide lack of air carriers capable of or interested in the CEC market, the Authority only has two carriers that offer 30-seat regional jet capability, to choose from for continuing local air service. Those two carriers are in the current incumbent Contour Airlines and the carrier under consideration, Advanced Air, LLC.

Sincerely



Mike Mooney
Managing Partner
Voltaire Aviation Consulting



BORDER COAST REGIONAL AIRPORT AUTHORITY

1650 Dale Rupert Rd. Ste. 100 • Crescent City, CA 95531 • 707.464.7288

January 3, 2024

Mr. Matt Chaifetz, CEO
Contour Airlines,
808 Blue Angel Way,
Smyrna, TN 37167

Dear Matt,

This letter is official notice from the Border Coast Regional Airport Authority that the Authority is terminating Contour's contract to operate Del Norte Regional Airport Alternative Essential Air Service (AEAS).

The last day of Contour AEAS grant supported service will be March 16, 2024.

We greatly appreciate the years of air service that Contour has provided at Crescent City.

We expect Contour to work closely with us and our new air service provider to ensure a smooth transition of service from Contour to our new carrier. We trust that Contour will convey to the new carrier all advance passenger bookings past March 16, 2024. The new carrier will for the most part employ a very similar schedule to the same hub airport of Oakland.

Best Regards,

David Finigan
Chairman,
Border Coast Regional Airport Authority



BORDER COAST REGIONAL AIRPORT AUTHORITY

1650 Dale Rupert Rd. Ste. 100 • Crescent City, CA 95531 • 707.464.7288

January 3, 2024

Mr. Mark Raggio
Essential Air Service Office
Department of Transportation
1200 New Jersey Ave. SE
Washington, D.C. 20590

Reference: DOT-OST-1997-2649, Crescent City Alternative Essential Air Service (AEAS) Grant

Dear Mark,

The Board Coast Regional Airport Authority has voted to shift our AEAS Grant from Contour Airlines to Advanced Air, LLC. The date of transfer of service will be March 17, 2024, with Contour Airlines operating its last grant supported flights on March 16, 2024 and Advanced Air beginning service on March 17, 2024.

Our primary hub will remain Oakland (OAK). Advanced Air will also provide subsidy eligible nonstop service to Hawthorne, California (HHR) twice weekly.

Service frequency will increase. There is no change in the Grant amount. Based on an estimate of \$2,184,586 in remaining grant subsidy for March 17, 2024, to September 30, 2024 we will adjust the per eligible Flight Segment Fee to \$4,137.47, reflecting an estimate of 528 planned subsidy eligible segments for that period.

Best Regards,

David Finigan
Chairman,
Border Coast Regional Airport Authority/Del Norte County



BORDER COAST REGIONAL AIRPORT AUTHORITY

1650 Dale Rupert Rd. Ste. 100 • Crescent City, CA 95531 • 707.464.7288

January 3, 2024

Mr. Mark Raggio
Essential Air Service Office
Department of Transportation
1200 New Jersey Ave. SE
Washington, D.C. 20590

Reference: DOT-OST-1997-2649, Crescent City Alternative Essential Air Service (AEAS) Grant

Dear Mark,

The Border Coast Regional Airport Authority is changing our AEAS service provider and service pattern starting March 17, 2024. Our new service provider will operate service to our current hub Oakland but will also provide two flights a week to Hawthorne Airport (HHR) in the LA Basin. There will be a modest reduction in annual AEAS frequency to Oakland with those AEAS eligible flights shifted to HHR.

Consequently, and based on the Department's guidance we request a Grant amendment to incorporate HHR as an AEAS subsidy eligible service. Annual subsidy amount and subsidy eligible flight count will remain the same, this is a simple reallocation of a modest number of subsidy eligible frequencies from Oakland to HHR.

Thank you in advance for assistance in this matter. Please contact me if there are any questions.

Best Regards,

David Finigan
Chairman,
Border Coast Regional Airport Authority/Del Norte County

**AGREEMENT FOR AIR SERVICES
BY AND BETWEEN
BORDER COAST REGIONAL AIRPORT AUTHORITY
AND
ADVANCED AIR, LLC**

This Agreement for Air Services (this "Agreement") is made and entered into as of this 17th day of March, 2024 (the "Effective Date") by and between Advanced Air, LLC, a California corporation with its principal office at 12101 Crenshaw Blvd., Hawthorne, California 90250 ("Advanced Air, LLC"), and Border Coast Regional Airport Authority, a Joint Powers Authority of the State of California, which includes California and Oregon political subdivisions and Federally recognized sovereign Indian tribes, with its principal administrative office at 1650 Dale Rupert Rd., Suite 100 Crescent City, CA 95531 (the "Authority").

Recitals

WHEREAS, through a Master Lease Agreement with airport owner Del Norte County, Authority is the operator of the Del Norte County Regional Airport with its principal administrative airport office at 1650 Dale Rupert Rd., Suite 100 Crescent City, CA 95531 ("Airport"); and

WHEREAS, the Authority, under Docket Number DOT-OST-1997-2649 and Order 2020- 9-2 ("Order") and pursuant to 49 U.S.C. § 41745(a), has been awarded an Alternative Essential Air Service Grant (AEAS) by the U.S. Department of Transportation ("DOT") in the total amount of \$14,692,683.00 for a term of forty eight (48) months (October 1, 2020 to September 30, 2024), not to exceed \$3,564,794 in year one, with a two percent cost escalation allowance in years two through four under DOT's AEAS Program ("Grant"), which the Authority will use to fund passenger air service at the Airport; and AEAS at the Airport as permitted by 49 U.S.C. § 41745(a) and DOT's Order dated July 27, 2004, establishing AEAS (docket DOT-OST-2004-18715). DOT accepted the Authority's AEAS election; and

WHEREAS the Authority had contracted with Contour Airlines (Contour), a Tennessee corporation, to operate AEAS under the Grant and whereas the Authority is terminating that Contour AEAS contract on March 16, 2024; and

WHEREAS Advanced Air, LLC is a licensed direct air carrier under 14 C.F.R. Parts 119, 135, and 298, and holds all licenses, certificates, and permits from applicable governmental authorities for the conduct of its business as an AEAS direct air carrier; and

WHEREAS, the Authority and Advanced Air, LLC intend to enter into Amendment No. x to the Terminal Building Office Space Lease Agreement to be effective March 17, 2024 that authorizes Advanced Air, LLC to begin use the Airport's main passenger terminal and associated ramp space in connection with providing AEAS through September 30, 2024 (the "Lease") and certain Amendment No. y to the Landing Permit to be effective March 17, 2024 which authorizes Advanced Air, LLC to use the Airport's facilities in connection with providing AEAS (the "Permit") (together the Lease and the Permit are the "Related Agreements"); and

WHEREAS the parties hereto desire to enter into this Agreement to define the terms and conditions under which Advanced Air, LLC agrees to provide AEAS under 14 C.F.R. Pt. 380, and the Authority agrees to pay Advanced Air, LLC for said services through and subject to the Grant in order to guarantee Advanced Air, LLC a minimum revenue for the AEAS.

NOW THEREFORE, in consideration for the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree, as follows:

1. Incorporation of Recitals and Attachments. The Recitals stated above, and the Attachments hereto are integral parts of this Agreement and are incorporated herein as if restated in their full text.
2. Term. This Agreement shall commence on March 17, 2024, and unless sooner terminated in a manner expressly provided for herein, shall remain in full force and effect until September 30, 2024.
3. Scope of Services. Advanced Air, LLC shall provide the AEAS as further detailed in Attachment A hereto, with a published timetable that supports a first flight date on March 17, 2024. The actual start of the AEAS is subject to the satisfaction of all applicable provisions of this Agreement and of the Related Agreements as well as the issuance of an approved 14 C.F.R. Pt. 380 Public Charter Prospectus ("Prospectus") by DOT. Consistent with the Grant, Advanced Air, LLC shall disclose in its solicitation materials for the flights provided under this Agreement that the flights are public charters, and consistent with 14 CFR 380.30(a), (i) that Advanced Air, LLC is the public charter operator; and (ii) that Advanced Air, LLC is also the direct air carrier that directly engages in the operation of the aircraft for the public charter flights.

Advanced Air, LLC shall not be required to perform under this Agreement until: (i) the Authority and DOT have executed an amendment to the existing Grant Agreement for DOT's Grant award ("Grant Agreement") under the AEAS program; (ii) the Authority and Advanced Air, LLC have executed the Related Agreements; and (iii) the Authority and Advanced Air, LLC have satisfied any and all conditions precedent under the Related Agreements.

The Authority warrants and represents that it will take all steps necessary to keep the Airport "Federalized" as that term is used by the Transportation Security Administration ("TSA") and to have all equipment and personnel (whether provided by the TSA or otherwise) in place and ready to screen passengers and baggage on March 17, 2024. The parties acknowledge and agree that Advanced Air, LLC is not obligated to perform under this Agreement unless TSA screening is in place at Del Norte County Regional Airport, Jack McNamara Field.

In addition, the parties understand and agree that no press releases, other media coverage (including, but not limited to, announcements on either party's web site), marketing, or other public discussion of the start date or other specifics of the AEAS until Advanced Air, LLC has obtained an approved Prospectus from the DOT. Notwithstanding the foregoing, Advanced Air, LLC understands that Authority is a public entity, subject to California laws pertaining to the agenda requirements and public discussion requirements of the California Brown Act and the disclosure requirements of the Public Records Act, as well as the Freedom of Information Act when Federal funds are involved.

Advanced Air, LLC reserves the right to make all operational, ticket pricing, and ticket distribution decisions regarding the AEAS.

4. Compensation for Services.

In accordance with the terms and conditions set forth in the Grant Agreement between Authority and DOT, Authority agrees to pay, and Advanced Air, LLC agrees to accept, a Flight Segment Fee during each year of the Grant period of March 17, 2024, through September 30, 2024 as set forth in Attachment A hereto along with the payment of certain specific fixed line item expenses related to Non-Completed Flights during the Grant period of March 17, 2024, through September 30, 2024 as set forth in Attachment A hereto ("Compensation for Services").

Except as otherwise permitted by DOT, Authority and Advanced Air, LLC agree that planned Flight Segments that are cancelled in advance (prior to take off) may not be compensable for reasons including, but not limited to: temporary flight restrictions, no booked passengers in an outbound and corresponding return Flight Segments (as noted in Attachment A), mechanical issues, ATC issues, and crew shortages/issues (each a "Non-Completed Flight Segment"). As stated in the Grant, DOT will consider reimbursement of certain specific fixed, line-item expenses relating to Non-Completed Flight Segments under this Agreement (e.g. for fixed line-item expenses related to Non-Completed Flight Segments arising due to airfield construction that leads to an extended closure of runway(s)). Such reimbursements must be directly related to fixed auditable expenses incurred by Advanced Air, LLC despite the Flight Segments being cancelled. Per the Grant, such reimbursements must be paid to Advanced Air, LLC prior to being considered for reimbursement by DOT. The total of such reimbursements for Non-Completed Flight Segment fixed auditable expenses will not exceed the applicable limit stated in Attachment A for any month during the Term.

The Federal Aviation Administration ("FAA") has authorized the Authority to collect a Passenger Facility Charge of \$4.50 per passenger departing from the Airport ("PFC"). The Authority warrants and represents that it has not yet collected the maximum total PFCs currently authorized by the FAA for the Airport. Until such time as: (i) the Authority's approval to collect PFCs at the Airport is modified, revoked, or expires; or (ii) the Authority has collected the maximum amount approved by the FAA, Advanced Air, LLC will collect a PFC from each passenger using Advanced Air, LLC's air service who departs from the Airport. Advanced Air, LLC will remit all passenger fees collected in each calendar month to the Authority in full, without offset or deduction, not later than the twentieth (20th) day of the calendar month following the calendar month in which the PFCs were collected. With the exception of the PFCs, Advanced Air, LLC will retain all revenue it earns from ticket sales and fees collected under this Agreement.

5. Invoicing and Payment.

A. Not later than the fifth (5th) business day of each calendar month, Advanced Air, LLC will invoice the Authority for the Compensation for Services performed for the prior calendar month.

B. Within twenty (20) calendar days of Authority's receipt of said monthly invoice from Advanced Air, LLC, the Authority will submit the Compensation for Services to Advanced Air, LLC via ACH payment as to the bank account identified by Advanced Air, LLC to Authority from time to time in writing, in accordance with and subject to the Grant, DOT's rules and regulations, as well as applicable state and federal law.

C. Subject to Section 4 of this Agreement, the obligations of the Authority, its agents and employees under this Section 5 will survive the expiration or termination of this Agreement.

6. Laws, Ordinances, and Regulations. Advanced Air, LLC agrees that in its performance under this Agreement and the Related Agreements, it will comply with all present and future valid laws, ordinances, rules, and regulations of the Federal Government, State of California, and the Airport (as its rules and policies are reasonably adopted), and agencies thereof relating to the subject matter of this Agreement and the Related Agreements. Advanced Air, LLC will not engage and will not knowingly allow third parties illegal or unsafe conduct under this Agreement or the Related Agreements. Advanced Air, LLC will ensure that it, and any party with which it contracts, will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of the Grant funds under this Agreement and its performance under the Related Agreements including but not limited to the following, as each may be amended in the future:

Federal Legislation:

- Fair Labor Standards Act of 1938- 29 U.S.C. § 201, et seq.
- HatchAct-5 U.S.C. § 1501, etseq.
- National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. § 470(f).
- Archeological and Historic Preservation Act of 1974 - 16 U.S.C. §§ 469 through 469c.
- Native Americans Grave Repatriation Act-25 U.S.C. § 3001, et seq.
- Clean Air Act - P.L. 90-148, as amended.
- Coastal Zone Management Act- P.L. 93-205, as amended.
- Flood Disaster Protection Act of 1973 - Section 102(a)- 42 U.S.C. § 4001, et seq.
- American Indian Religious Freedom Act - P.L. 95-341, as amended.
- Architectural Barriers Act of 1968 - 42 U.S.C. § 4151, et seq.
- Power Plant and Industrial Fuel Use Act of 1978 - Section 403 -42 U.S.C. § 8373.
- Contract Work Hours and Safety Standards Act - P.L. 87-581, 76 Stat. 357 (previously referred to as 40 U.S.C. § 327, et seq.).
- Copeland Anti-kickback Act - 18 U.S.C. § 874.
- National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq. (consisting of P.L. 90-542 and amendments thereto).
- Wild and Scenic Rivers Act-16 U.S.C. § 1271, et seq.
- Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.

Executive Orders:

- Executive Order 11246 -Equal Employment Opportunity.
- Executive Order 11990 - Protection of Wetlands.
- Executive Order 11998 - Floodplain Management.
- Executive Order 12372- Intergovernmental Review of Federal Programs.

Federal Regulations:

- 14 C.F.R. Pt. 13 - Investigative and Enforcement Procedures.
- 14 C.F.R. Pt. 16-Rules of Practice for Federally Assisted Airport Enforcement Proceedings.
- 29 C.F.R. Pt. 1 -Procedures for predetermination of wage rates.
- 29 C.F.R. Pt. 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.

- 29 C.F.R. Pt. 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- 41 C.F.R. Pt. 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).
- 49 C.F.R. Pt. 18- Uniform administrative requirements for grants and cooperative agreements to state and local governments
- 49 C.F.R. Pt. 23 - Participation by Disadvantaged Business Enterprise in Airport Concessions.
- 49 C.F.R. Pt. 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.
- 49 C.F.R. Pt. 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- 49 C.F.R. Pt. 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

As further assurances of its compliance with all applicable laws and rules, Advanced Air, LLC will execute the Certification Regarding Influencing Activities in Attachment B hereto and the Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions in Attachment C hereto.

Advanced Air, LLC will incorporate all required certifications in each second-tier subcontract and other vendor agreements in accordance with applicable law, regulation, or policy.

7. Compliance with Civil Rights Act and Related Laws and Rules. Without limiting its agreements in Section 6 hereof, Advanced Air, LLC, for itself, its successors and assigns, agrees to comply with the following, as each may be amended in the future:

- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, et seq. (prohibits discrimination on the ground of race, color, or national origin) and DOT regulations issued pursuant to said Act (found at 49 C.F.R. Pt. 21), and as those statutes and regulations may be amended.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq. (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
 - Federal-Aid Highway Act of 1973, 23 U.S.C. § 324, et seq. (prohibits discrimination on the basis of sex).
 - Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, et seq (prohibits discrimination on the basis of disability) and 49 C.F.R. Pt. 27.
 - The Age Discrimination Act of 1975, 42 U.S.C. § 6101, et seq. (prohibits discrimination on the basis of age).
 - Airport and Airway Improvement Act of 1982, 49 U.S.C. § 47123 (prohibits discrimination based on race, creed, color, national origin, or sex, and is in addition to Title VI of the Civil Rights Act of 1964).
 - The Civil Rights Restoration Act of 1987, P.L. 100-259 (broadens 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, sub-recipients and contractors, whether such programs or activities are Federally funded or not).

- Titles II and III of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12131-12189 (prohibits 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) as implemented by DOT regulations (found at 49 C.F.R. Parts 37 and 38).
- Non-Discrimination in Federally Assisted Programs at the Federal Aviation Administration, 49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex of individuals that participate in an activity carried out with money received from an Airport Improvement Program).
- Executive Order 12898, as amended by Executive Order 12948, entitled "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations", which ensures 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.
 - Executive Order 1316 entitled "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 of the Civil Rights Act of 1964, reasonable steps are required to be taken to ensure that LEP persons have meaningful access to programs (70 Fed. Reg. at 74087 to 74100).
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681, et seq. (prohibits sex discrimination in education programs or activities).

In addition, Advanced Air, LLC assures that it will undertake an affirmative action program as required by 14 C.F.R. Pt. 152, Subpart E, to insure that no person, on the grounds of race, creed, color, national origin, handicap or sex, be excluded from participating in any employment activities covered in this Agreement or the Related Agreements, and that no person be excluded on the grounds from participation in or receiving the services or benefits of any program or activity covered herein. Advanced Air, LLC further assures that it will require that its covered suborganizations provide assurances to Advanced Air, LLC that they similarly will undertake affirmative action programs and that such covered suborganizations will require assurances from their suborganizations, as required by 14 C.F.R. Pt. 152, Subpart E, to the same effect.

8. Advanced Air, LLCs Assurance Regarding Non-Discrimination. Without limiting its agreements in Sections 6 and 7 hereof, during the performance of this Agreement, Advanced Air, LLC, for itself, its approved assignees, and successors in interest agrees as follows:

A. Compliance with Regulations: Advanced Air, LLC, including its agents and any contractors, will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

B. Non-discrimination: Advanced Air, LLC, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Advanced Air, LLC will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Pt. 21.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Advanced Air, LLC for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Advanced Air, LLC of Advanced Air, LLC's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: Advanced Air, LLC 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 Authority or DOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of Advanced Air, LLC is in the exclusive possession of another who fails or refuses to furnish the information, Advanced Air, LLC will so certify to the Authority or DOT, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of Advanced Air, LLC's noncompliance with the Nondiscrimination provisions of this Agreement, the Authority will impose such contract sanctions as it or DOT may determine to be appropriate, including, but not limited to: i. withholding payments to Advanced Air, LLC under the Agreement until Advanced Air, LLC complies; and/or ii. Cancelling, terminating, or suspending an Agreement, in whole or in part.

F. Incorporation of Provisions: Advanced Air, LLC will include the provisions of subparagraphs 8.a through 8.e in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Advanced Air, LLC will act with respect to any subcontract or procurement as the Authority or DOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if Advanced Air, LLC becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Advanced Air, LLC may request the Authority to enter any litigation to protect the interests of the Authority. In addition, Advanced Air, LLC may request the United States to enter the litigation to protect the interests of the United States.

9. Compliance with DOT Order and the Grant. Advanced Air, LLC and Authority agree to comply with their respective responsibilities and duties as set forth and implied in the DOT Order and the Grant executed between DOT and the Authority. Advanced Air, LLC and Authority further agree to provide each other with written notice upon learning or obtaining information issued formally by the DOT indicating or confirming non-compliance with any and all of the following requirements as further explained under "Eligibility Discussion" of the DOT Order:

A. Annual \$200 per passenger subsidy cap (if applicable to the Airport).

B. Average of 10 enplanements or more per service day, as determined by the DOT Secretary, during the most recent fiscal year (if applicable to the Airport).

C. Average subsidy per passenger of less than \$1,000 during the most recent fiscal year, as determined by the DOT Secretary.

10. Monthly Activity Reports. Advanced Air, LLC shall provide to the Authority a monthly report of (i) number of flights scheduled; (ii) number of flights completed; (iii) number of revenue passengers carried (enplanements and deplanements) by flight and day; and (iv) total revenue. Advanced Air, LLC will also provide weekly advance booking reports showing advance bookings for the next 3 months, by date, day of week and direction. Advanced Air, LLC's passenger reservation and departure control systems will be

Advanced Air, LLC's sole source of passenger and revenue information for this report, as well as any other passenger-related reports issued by Advanced Air, LLC under or as a Page 8 of 20 result of this Agreement or the Related Agreements. Advanced Air, LLC's flight scheduling and dispatching system will be Advanced Air, LLC's sole source of flight operation information for any reports submitted to the Authority by Advanced Air, LLC under or as a result of this Agreement or the Related Agreements.

11. Related Agreements. Advanced Air, LLC's performance under this Agreement is subject to the negotiation, execution, and ratification of the Related Agreements. The commencement of AEAS under this Agreement is predicated upon the fulfillment of each party's pre-operational obligations under the Related Agreements, if any. The commencement of AEAS under this Agreement is also predicated upon TSA's continuing to staff and equip the Airport to screen passengers and bags on and after the Effective Date.

12. Termination. This Agreement may be terminated upon fifteen (15) days' written notice to the other party (unless otherwise specified below) upon the happening of any of the following events:

A. By either party:

- i. In the event that the Grant is terminated, revoked, or if DOT or the Federal Government fails or refuses to continue funding the Grant;
- ii. Upon the termination of either or both of the Related Agreements.
- iii. In the event that the other party is in breach or default under any provision of this Agreement and such other party does not cure such breach or default within thirty (30) days after the non-breaching or non-defaulting party gives written notice to the other party specifying the breach or default.
- iv. At any time with or without cause upon sixty (60) days' written notice to the other party, subject to the requirements of the Grant, the Grant Agreement, and DOT rules and policies. In the event of a termination by Advanced Air, LLC under this Section 12.A.iv, prior to the effective date of such termination, Advanced Air, LLC will cure any default in the payment of any fees or charges to the Authority under the Related Agreements.

B. By Advanced Air, LLC:

- i. If Advanced Air, LLC is unable to obtain or maintain the governmental or other approvals necessary to commence or conduct the AEAS.
- ii. If Advanced Air, LLC and the Authority have not executed the Related Agreements on or before April 18, 2024.
- iii. If Authority fails to make any payment when due and does not make such payment within ten (10) days after written notice or demand thereof; or
- iv. In the event of a forced or voluntary grounding of one or more of Advanced Air, LLC's aircraft types that last for more than ten (10) days.

C. By the Authority:

- i. If any governmental, FAA, or other air carrier fitness approvals necessary for Advanced Air, LLC to commence or continue the AEAS are revoked or expire without being renewed and such circumstance is not cured within thirty (30) days after Authority's written notice to Advanced Air, LLC;
- ii. If TSA fails or refuses to Federalize the Airport or revokes the Airport's Federalized status and such failure, refusal or revocation is not cured or rescinded within ninety (90) days;
- iii. If the Authority, in spite of its best efforts, does not receive the applicable portions of the Grant funds for any sixty (60) day period.

13. Remedies Upon Termination.

A. A termination pursuant to Sections 12(A)(ii) and 12(A)(iv) shall not limit the nonbreaching or non-defaulting party's right to pursue or enforce any of its rights under this Agreement or otherwise.

B. Any termination or expiration of this Agreement shall not affect the Authority's obligation to pay Advanced Air, LLC all amounts owing to Advanced Air, LLC as of the effective date of such expiration or termination for performance completed through such date.

C. In the event of any termination or expiration of this Agreement for any reason, the Authority shall pay all amounts owed to Advanced Air, LLC as of the effective date of expiration or termination, in accordance with the provisions of this Agreement.

D. In the event of any termination of this Agreement (except under Sections 12(A)(i) or 12(C)(iii) hereof) or the Related Agreements by the Authority occurring prior to the end of the Term of this Agreement, if the Authority notifies DOT that it intends to continue to maintain its link to the national air transportation system through AEAS by finding a new air carrier to provide the service described herein for the remainder of this Grant's Term or to re-enter the traditional Essential Air Service program, then such termination of this Agreement will be suspended and Advanced Air, LLC, the Authority, and the Airport will continue to perform under this Agreement and the Related Agreements while the Authority or the DOT secures replacement air service ("Hold In"). Hold In will continue from the effective date of the Authority's termination through the earlier of: (i) the end of the Term; (ii) the date immediately preceding the day on which the new air carrier commences service; or (iii) such other date as the parties may mutually agree in writing. In no event will Hold In continue past September 30, 2024, unless the DOT and the Authority extend the term and the funding of the Grant and Advanced Air, LLC and the Authority enter into corresponding extensions of the Term of this Agreement and the Related Agreements.

14. Confidential Information.

A. To the extent allowed by Federal, California, and Authority laws rules, and regulations, all parties agree to hold in strict confidence all confidential and proprietary information, either designated as such by the party disclosing the information (the "Disclosing Party") to the other party (the "Receiving Party") or under reasonable circumstances to be considered as confidential information, whether in written, oral or other form, which it received from the Disclosing Party prior to, or in the course of, this Agreement (collectively, "Confidential Information"). Each party further agrees to use the Confidential Information solely to perform or to exercise its rights under this Agreement, and at a minimum to take all measures necessary to protect against the disclosure or use of Confidential Information as it takes to protect its own proprietary or confidential information (but in any case, no less than reasonable measures). Confidential Information includes, without limitation, (i) the terms of this Agreement, and (ii) flight and accommodations booking information related to the Air Service.

B. To the extent allowed by Federal California, and Authority laws, rules, and regulations, all parties agree that they will not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party, (i) except when required to do so by law or by a court of competent jurisdiction; (ii) except to attorneys, accountants, air service consultants under contract to Receiving Party, or lending institutions of either party which have been informed of the confidential nature of such

information; or (iii) unless such provisions are publicly known through no disclosure that is prohibited hereunder.

C. Any party may disclose another party's Confidential Information in response to law, regulation, or a valid court order or other governmental action, provided that (a) if it can be done in compliance with the law or order, the Disclosing Party is notified in writing prior to disclosure of the information, and (b) to the extent it can be accomplished in compliance with the law or order, the Receiving Party assists the Disclosing Party, at the Disclosing Party's expense, in any attempt by the other to limit or prevent the disclosure of the Confidential Information.

15. Advertising and Promotion. The parties agree that all advertising and promotion for the AEAS will strictly adhere to all applicable laws, as well as all applicable rules, regulations, and interpretations of the Federal Aviation Administration and the DOT.

16. Fares and Inventory Management. Advanced Air, LLC shall at all times have the right and discretion to determine air fares and to determine seat inventory based on the Gauge of Service, as defined in Attachment A hereto, provided by Advanced Air, LLC during the Term.

17. Governing Law. This Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of California without regard to any conflict of law rules. Venue for the settlement of any and all disputes shall be the State and Federal courts of the State of California.

18. Force Majeure. Except as otherwise expressly provided in this Agreement, neither party shall be liable for failure of performance hereunder to the extent such performance is prevented or delayed as a result of acts of God, severe weather, natural disaster, earthquake, fire, war, military action, terrorist action, labor disputes, or any court order or action of any governmental, administrative or judicial entity or by any other reason or circumstance, similar or dissimilar, beyond the reasonable control of such party; provided, however, such party shall (a) provide the other party with prompt written notice thereof, and (b) resume performance under the Agreement within fourteen (14) calendar days of the first nonperformance. If either of the parties is unable to perform under the Agreement within fourteen (14) days of the first non-performance under this Section 18, then either party may terminate this Agreement upon written notice to the other.

19. Indemnification. Advanced Air, LLC agrees to indemnify, defend and hold harmless the Authority and the Airport and their respective officers, directors, employees and agents (the "Authority Indemnified Parties") from and against any and all Claims arising out of or in connection with, or related to (i) the willful misconduct or negligent acts, errors or omissions of Advanced Air, LLC as the case may be, their subcontractors, affiliates or any person directly or indirectly employed by Advanced Air, LLC while engaged in any activity associated with or related to Advanced Air, LLC's performance under this Agreement; and (ii) Advanced Air, LLC's breach of its obligations under this Agreement. The rights and obligations of the parties under this Section 19 shall survive any termination or expiration of this Agreement.

20. Waiver of Consequential Damages. Except with respect to the indemnification obligations hereunder, no party shall be liable to any other for any special, incidental or consequential damages or lost profits arising out of this Agreement, even if such party had been advised of the possibility of such damages.

21. Insurance. At all times during the term of this Agreement, Advanced Air, LLC shall carry and maintain, at its sole cost and expense, the insurance coverage as expressly set forth in the Related Agreements.

22. Assignment. No party may assign this Agreement or any interest herein without obtaining the prior written consent of the other party.

23. Entire Agreement and Modifications. This Agreement and the Related Agreements embody the entire agreement and understanding of the parties and, as of its Effective Date, terminates and supersedes all prior or contemporaneous agreements and understandings, whether written or oral, between the parties covering the subject matter hereof, except the Related Agreements. The provisions of this Agreement shall govern all services to be provided hereunder by the parties, and no addition, amendment, waiver, or modification of (or execution of any document contrary to) these provisions shall be effective unless signed by a duly authorized representative of each party. The Attachments to this Agreement are integral parts of the Agreement and are incorporated herein by reference as if fully restated herein.

24. Severability. In the event that any one or more of the provisions of this Agreement are determined to be invalid, unenforceable or illegal, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement must be construed as if such invalid, illegal and unenforceable provision had never been contained herein with the remainder of this Agreement being enforced to the fullest extent possible.

25. Relationship of the Parties. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the parties or constitute any party to be the agent of the other party for any purpose. No party shall have any authority to act for or bind the other party in any way, or to represent that it has such authority.

26. Notices. Any notice required to be given by any party to any other pursuant to this Agreement must be in writing and will be deemed to have been properly given if delivered in person, sent by overnight delivery or sent by registered or certified mail, return receipt requested, addressed to the other party at the following address, and will be deemed to have been given on the day so delivered, transmitted or mailed:

**To Advanced Air, LLC
12101 Crenshaw Blvd, Suite 100, Hawthorne, CA 90250, Attention: Levi Stockton, President**

**To the Authority and the Airport:
Border Coast Regional Airport Authority 1650 Dale Rupert Road, Suite 100 Crescent City, CA 95531
Attention: Ryan Cooley, Airport Director**

Either party to this Agreement has the right to change their representative or address for notice to any other location or individuals by giving at least five (5) business days' prior written notice to the other party in the manner set forth above.

27. Headings/Construction. The headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of this Agreement. The terms and conditions of this Agreement will be interpreted in accordance with their plain meaning and not for or against any presumed drafting party.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. There is no intent to benefit any third parties.

29. Further Assurances. Each of the parties shall do and perform, at such party's expense, such further acts and execute and deliver such further instruments and documents as may be required by applicable law or as may be reasonably requested by the other party to effectuate the purposes of this Agreement.

30. No Waiver. No waiver of a breach of any provision of this Agreement by any party shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by a duly authorized representative of the waiving party. Except as expressly set forth herein, no delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

31. No Remedy Exclusive. Except as expressly set forth, no remedy herein conferred upon or reserved to a party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. In order to entitle a party to exercise any remedy reserved to it in this Agreement, it shall not be necessary to give any notice other than such notice as may be herein expressly required.

32. Expenses. Unless otherwise specified in this Agreement, each party to this Agreement agrees to be responsible for its own costs, expenses, and charges (including, without limitation, legal fees, advisory fees, and accounting fees) in connection with the preparation of this Agreement and the transactions contemplated hereunder.

33. Counterparts. This Agreement may be executed (by electronic mail or otherwise) in counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument.

34. Conflicts. In the event of any conflict between this Agreement and the Related Agreements, the language, terms, and conditions of the Related Agreements will govern but only to the extent of such conflict. In the event of a conflict between this Agreement or the Related Agreements and the Grant, the language, terms, and conditions of the Grant will govern, but only to the extent of such conflict.

35. Federal Aviation Act. Nothing contained in this Agreement or the Related Agreements shall be construed to grant or authorize the granting of any exclusive right prohibited under the Federal Aviation Act of 1958, as amended.

[This portion left intentionally blank - signatures provided on the following page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

On Behalf of the Border Coast Regional Airport Authority:

By: Date

On Behalf of Advanced Air, LLC

By: Date

Attachment A to the Agreement for Air Services
By and Between
Border Coast Regional Airport Authority
And
Advanced Air, LLC

Route

Del Norte County Regional Airport at Jack McNamara Field (CEC) - Oakland International Airport (OAK)*, into and out of the main airline terminal with Transportation Administration (TSA) passenger screening on all flights.

Del Norte County Regional Airport at Jack McNamara Field (CEC) and – Jack Northrop Field/Hawthorne Municipal Airport (HHR), using the Advanced Air, LLC terminal at Jet Center Los Angeles, 12101 Crenshaw Blvd, Hawthorne, CA 90250. Flights to and from HHR will be operated without TSA passenger screening.

Flight Segment

Means either a one-way flight between CEC and OAK; or a one-way flight between OAK and CEC.* or

Means either a one-way flight between CEC and HHR; or a one-way flight between HHR and CEC.*

Flight Segment Fee:

(A) For the 197 day period (53.97% of a calendar year) beginning March 17, 2024, and ending September 30, 2024 ("Service Period 4"), Four Thousand One Hundred Thirty Seven Dollars and 47/100 Cents (\$4,137.47 USD)

Maximum Subsidy:

(A) For Service Period 4, Two Million One Hundred Eighty-Four Thousand Five Hundred Eighty-Six and 00/100 Dollars (\$2,184,586.00 USD)

Non-Completed Flight Segments:

(D) For any single calendar month in Service Period 4, the reimbursement of fixed, auditable expenses relating to Non-Completed Flight Segments will not exceed Four Hundred Eleven Thousand Four Hundred Twenty-Three and 00/100 Dollars (\$411,423.00 USD)

Gauge of Service:

Twin jet regional airliner configured with 30 passenger seats. In the event of a temporary mechanical or crewing issue, Advanced Air, LLC may provide equivalent service, either using other aircraft from within its own fleet or with substitute service contracted from another direct air carrier. As soon as practical, Advanced Air, LLC will inform the Authority of any such issue, including an explanation of the issue and the time frame of which the issue will be remedied.

Timetable:

The Authority will work closely with Advanced Air, LLC to determine the optimum schedule plan for startup and to adjust that schedule as needed seasonally to optimize traffic and revenue, within reasonable operating constraints that Advanced Air, LLC may have and within the terms and conditions of this Agreement, the Related Agreements, and the Grant.

Proposed Initial Timetable:

See Appendix A at the end of this document.

TSA Screening: *Hub Airport: All flights on the CEC – OAK or OAK – CEC routes will operate from the passenger terminal at the Airport into the main domestic passenger terminal at OAK and will be conducted on a "TSA Sterile" basis so long as the CEC Airport remains Federalized.

All flights on the CEC – HHR or HHR – CEC routes will operate without TSA screening. These flights will operate from the passenger terminal at the CEC Airport into the Los Angeles Jet Center terminal of Advanced Air, LLC at the HHR Airport.

Hub Airport

At any time during the Term, the Authority and Advanced Air, LLC may agree to substitute service to OAK with another large or medium-hub airport, consistent with the Order and the Grant. No change will be made in the Flight Segment Fee or maximum subsidy in the event that the parties select an alternate large- or medium-hub airport. In such event, the definition of "Route" shall be expanded to include such alternate large or medium-hub airport and the definition of "Flight Segment" herein shall be expanded to include either a one-way flight between CEC and the alternate hub or a one-way flight between the alternate hub and CEC. The Authority shall provide written notification to DOT of any change in the hub airport prior to such change taking effect.

**Additional Notes:

A. All times are local times.

B. If both the outbound and corresponding return flight between the Airport and OAK on any calendar day have no booked passengers within 24 hours of the planned departure time of the outbound flight, then subject to compliance with all applicable DOT rules and regulations, Advanced Air, LLC may, but is not required to, cancel both the outbound and corresponding return Flight Segments. However, if Advanced Air, LLC cancels such Flight Segments, Advanced Air, LLC shall inform Authority of such cancellation and also report such cancelled Flight Segments in its Monthly Activity Report. In accordance with Section 4 of the Agreement and consistent with DOT policy, such cancelled Flight Segments are not eligible for Compensation for Services.

C. Advanced Air, LLC may alter departure times or frequencies by day of week as provided in the timetable herein, in order to meet seasonal or other operational requirements. Advanced Air, LLC shall inform the Authority of such alterations prior to Advanced Air, LLC altering departure times or frequencies. If so informed, a written amendment or addendum to reflect such alterations in the timetable shall not be required to be effective between the parties.

**Attachment B to the Agreement for Air Services
By and Between
BORDER COAST REGIONAL AIRPORT AUTHORITY
And
ADVANCED AIR, LLC**

CERTIFICATION REGARDING INFLUENCING ACTIVITIES
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Influencing Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$ 1 0,000 and not more than \$100,000 for each such failure.

Advanced Air, LLC

_____	<u>Levi Stockon</u>	<u>President</u>	<u>January</u> , <u>2024</u>
Signature	Printed Name	Title	Date

**Attachment C to the Agreement for Air Services
By and Between
BORDER COAST REGIONAL AIRPORT AUTHORITY
And
ADVANCED AIR, LLC**

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

(1) Advanced Air, LLC certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this Grant Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(e) Does not have any Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the DOT is aware of the unpaid tax liability, unless DOT has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government

(f) Has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the DOT is aware of the conviction, unless DOT has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) Where Advanced Air, LLC is unable to certify to any of the statements in this certification, Advanced Air, LLC shall attach an explanation to this document.

_____	Levi Stockon	President	January , 2024
Signature	Printed Name	Title	Date

APPENDIX A

Route and Schedule Plan

Advanced Air, LLC, agrees to operate a schedule and route plan consistent with proposal 1 below. This proposal entails a winter schedule, to be operated for 10 weeks from early January until the second week of March each year, a shoulder season schedule to be operated from the end of the winter schedule until the end of May and from September to December, and a July August peak season schedule operated during those two months. The schedule plan calls for two round trips per week between CEC and HHR and six round trips, seven round trips or eight round trips, depending on season, between CEC and OAK.

CEC DUAL HUB SCHEDULE PROPOSAL 1													
March 17, 2024 - June 29, 2024 AND September 1-30, 2024						June 30, 2024 - August 31, 2024							
Seg	FL	Sunday				Blk	Seg	FL	Sunday				Blk
1	344	CEC	OAK	1100	1206	1.1	1	344	CEC	OAK	1100	1206	1.1
1	345	OAK	CEC	1300	1406	1.1	1	345	OAK	CEC	1300	1406	1.1
1	354	CEC	HHR	1440	1622	1.7	1	354	CEC	HHR	1440	1622	1.7
1	355	HHR	CEC	1700	1900	2.0	1	355	HHR	CEC	1700	1900	2.0
Mon - Tues - Wed						Mon - Tues - Wed							
		City	City	Leave	Arrive			City	City	Leave	Arrive		
3	344	CEC	OAK	700	806	3.3	3	344	CEC	OAK	700	806	3.3
3	345	OAK	CEC	1700	1806	3.3	3	345	OAK	CEC	1700	1806	3.3
Thursday						Thursday							
1	344	CEC	OAK	700	806	1.1	1	344	CEC	OAK	700	806	1.1
1	345	OAK	CEC	1500	1606	1.1	1	345	OAK	CEC	1500	1606	1.1
1	354	CEC	HHR	1640	1822	1.7	1	354	CEC	HHR	1640	1822	1.7
1	355	HHR	CEC	1900	2100	2.0	1	355	HHR	CEC	1900	2100	2.0
Friday						Friday							
1	344	CEC	OAK	900	1006	1.1	1	344	CEC	OAK	900	1006	1.1
1	345	OAK	CEC	1700	1806	1.1	1	345	OAK	CEC	1100	1206	1.1
							1	354	CEC	OAK	1500	1606	1.1
							1	355	OAK	CEC	1700	1806	1.1
Saturday						Saturday							
1	344	CEC	OAK	900	1006	1.1	1	344	CEC	OAK	900	1006	1.1
1	345	OAK	CEC	1100	1206	1.1	1	345	OAK	CEC	1100	1206	1.1
18						22.8	20						25

For the 197-day operating period of this agreement the schedule plan is outlined below.

ADVANCED AIR CEC FREQUENCY ALLOCATION PLAN MARCH 17 - SEPTEMBER 30 2024						
Period	Schedule Type	Weekly Segment Frequency			Period Weeks	Period Total Segments
		OAK	HHR	Week Total		
March 17 - Jun 29	Shoulder	14	4	18	15	270
June 30 - Aug 31	Peak	16	4	20	9	180
Sept 1- Sept 30	Shoulder	14	4	18	4.333	78
March - September					28 Weeks/2 days	528

Air Service Marketing

Advanced Air, LLC, commits to a marketing and promotional budget of \$30,000 for the first year of service at a prorated rate. This Marketing/Advertising budget commitment would be spent by Advanced Air, LLC, and would include GDS and OTA marketing fees in addition to all marketing activities specific to the CEC service. Advanced Air, LLC, will provide the Authority with a quarterly report on Marketing/Advertising activity similar to the report the carrier provides to Merced (another Advanced Air, LLC, EAS market).

Air Fare Ticket Pricing

The Authority and Advanced Air, LLC, have discussed airfare pricing and Advanced Air, LLC has agreed to employ a "Dynamic Ticket Pricing" model during the term of this air service agreement.

Advanced Air, LLC, will work with its revenue management team to initiate a dynamic pricing structure that will include refundable and non-refundable fares varying on both advance purchase and quantity of seats sold. Prices will range from \$99 to \$249 each way (inclusive of taxes) between CEC and OAK and \$159 and \$309 each way between CEC and HHR. In addition, fares may be adjusted for seasonality as well as peak and non-peak days of the week.

Annual Financial Information

Advanced Air, LLC will on an annual basis, provide, upon Authority request, a summary of its most recent annual financial statement, to include profit/loss and cash on-hand to be reviewed by an authorized CPA under NDA.



BORDER COAST REGIONAL AIRPORT AUTHORITY

1650 Dale Rupert Rd. Ste. 100 • Crescent City, CA 95531 • 707.464.7288

DATE: January 2, 2024 **AGENDA DATE:** January 3, 2024
TO: Border Coast Regional Airport Authority Board of Commissioners
FROM: Ryan Cooley, Airport Director *RC*
SUBJECT: Runway 18-36 Rehabilitation Update

INTRODUCTION:

Receive update on the Rehabilitation of Runway 18-36 which is scheduled for construction in 2024 based on current ACIP data.

SUMMARY/DISCUSSION:

Rehabilitation of Runway 18-36 is scheduled to begin late spring/early summer of 2024 pending Federal Government funding of the FAA. Currently, the Federal Government is operating under a Continuing Resolution Budget only thru Jan 19, 2024. There are funding constraints for projects (even Runway projects) this year that are requesting significant additional Discretionary funds above their airport entitlement funds for many FAA projects this year. The FAA and Airport Staff are still working under the assumption to advance projects that are 'ready' with their projects to meet all necessary eligibility and justification requirements and timelines.

Below is FY24 Airport Project Schedule, included in the Pre-Application submittal, based on our project engineer and consultants' current projections. Due to FAA Delays in 2023, #7-10 are still being worked on by our consultants. The deadline extensions been approved by the ADO as long as the Final Application is submitted by April 1, 2024.

FY24 AIRPORT PROJECT SCHEDULE

LOCATION: cec

No.	ITEM (If appropriate)	DATE		COMMENTS
		SFO ADO (Target dates)		
1	Submission of Updated ACIP to SFO-ADO:	NLT 07/14/2023		Complete
2	Submission NEPA docs for SFO-ADO review by:	NLT 08/01/2023		Complete & Quality
3	Completion of NEPA no later than:	NLT 10/01/2023		Complete
4	Submission of Pre-Application Checklist to ADO by:	NLT 09/30/2023		Complete
5	Preliminary Design at 30% level (submit as needed)	NLT 10/01/2023		Complete
6	Design completed at 60% level to ADO; CSPP submitted	NLT 11/01/2023		Airspace Case will be conducted for CSPP. SAS determination will be issued or SRM panel convened.
7	Conduct SRMP or SMS Form	NLT 11/30/2023		
8	Sponsor submits 90% Design level to ADO by:	12/15/2023		
9				
10	Sponsor submits 100% and advertises project by:	01/01/2024		
11	Sponsor opens Bids, evaluation by:	02/01/2024		
12	Bid Guarantee (No. of days) ex. 30, 60 90 days			
13	Final Application with amount based on Bids no later than:	04/01/2024 TBD		Optimum submittal January thru April
14	ADO Issues Grant Offer (GO) to Sponsor.			

ALTERNATIVES:

N/A

SIGNATURES REQUIRED:


N/A

FINANCING:

N/A

ADMINISTRATIVE SIGN-OFF:

Airport Authority Counsel: _____

Airport Authority Director: _____ 

Auditor-Controller: _____

_____: _____

**Crescent City Regional Airport
Monthly Activity Report**

Airline
Month
Year

CONTOUR AIRLINES
November
2023

Aircraft Report

1) Type Aircraft - CMGLW
Number of Aircraft Landings

ERJ 135 - 40,800 lbs
31

2) Type Aircraft - CMGLW
Number of Aircraft Landings

Remain Over Night Aircraft

29

Number of Nights x Number of Aircraft

Traffic Report

Number of Flights Scheduled

31

Number of Flights Completed

31

Number of Revenue Departures

31

Revenue Passengers Enplaned

627

Non-Revenue Passengers Enplaned

0

Revenue Passengers Deplaned

595

Non-Revenue Passengers Deplaned

0

On-time performance controllable delays

96% 1

On-time performance uncontrollable delays

100% 0
