

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT AND
ONTARIO INTERNATIONAL AIRPORT
REGARDING ONTARIO INTERNATIONAL AIRPORT'S AIR QUALITY IMPROVEMENT PLAN**

This Memorandum of Understanding (MOU) is entered into by the South Coast Air Quality Management District (South Coast AQMD), acting by and through its Governing Board, and Ontario International Airport (ONT or Airport), acting by and through the Ontario International Airport Authority (OIAA) in its capacity as the proprietor and certificated operator of ONT. The Airport and South Coast AQMD shall be referred to collectively as Parties (each a Party) to this MOU.

I. RECITALS

A. RECITALS BY SOUTH COAST AQMD

1. Air Regulatory Agencies. Air pollution remains a significant public health concern in many parts of California, and specifically in the South Coast Air Basin (Basin). The South Coast AQMD, California Air Resources Board (CARB), and the United States Environmental Protection Agency (USEPA) are the regional, state, and federal regulatory agencies, respectively, with jurisdiction over air quality in the Basin. South Coast AQMD and CARB have developed and approved the 2016 Air Quality Management Plan (AQMP) for the Basin for incorporation into the California State Implementation Plan (SIP). The 2016 AQMP ~~has been submitted to USEPA and is pending its approval~~received approval by USEPA on October 1, 2019.
2. South Coast AQMD. The South Coast AQMD is the regional air pollution control agency primarily responsible for reducing air pollution in the Basin, which consists of the County of Orange, and the non-desert portions of the Counties of Los Angeles, Riverside, and San Bernardino. The ONT is located within the Basin.
3. Need for Emission Reductions. The Basin is classified as an extreme non-attainment area for the 1997 and 2008 8-hour ozone national ambient air quality standards (NAAQS) with statutory deadlines to reach attainment by 2023 and 2031, respectively. Despite significant air quality improvements achieved over the last several decades, to meet these standards, emissions of oxides of nitrogen (NOx) must be reduced by 45% in 2023 and 55% in 2031 as outlined in the 2016 AQMP, adopted by the South Coast AQMD Governing Board in March 2017. The 2016 AQMP included Control Measure MOB-04 (Emission Reductions at Commercial Airports), with the goal of achieving emission reductions from commercial airports through implementation of voluntary airport strategies.

4. Emissions from Sources at Commercial Airports. Emissions associated with operations at commercial airports contribute to adverse air quality in the Basin, primarily due to airport-related mobile source activities. These sources include aircraft, cargo trucks, ground support equipment (GSE), off-road vehicles, shuttle buses, and passenger vehicles. Therefore, NOx emission reductions from commercial airports can assist with the effort to attain the ozone standards in 2023 and 2031.

B. RECITALS BY ONT

1. Airport. The Ontario International Airport Authority is the proprietor and certificated operator of ONT.
2. Airport Obligations. ONT enters into this MOU pursuant to its proprietary and governmental powers and authority under the State Aeronautics Act (California Public Utilities Code Sections 21001, et seq.).
3. Management and Operation. The Air Quality Improvement Plan (AQIP) and this MOU reflect the experience of ONT in the management and operation of the Airport including extensive experience with the federal government, commercial aviation operators, general aviation operators and suppliers, the community, local public entities, and the residents of areas in the general vicinity of ONT.
4. Responsibility to Community. The MOU supports and is made in recognition of the importance of ONT to the economic health and well-being of the communities surrounding ONT and the importance of balancing the needs of the City of Ontario, County of San Bernardino and other surrounding communities for adequate commercial air transportation facilities with environmentally responsible air transportation operations at ONT.
5. Statement of Intent. ONT's consideration of the matters and issues referred to in this MOU is not intended as a statement that such matters and issues are the only ones considered by the Airport in connection with the formulation of the AQIP and this MOU. Rather this MOU reflects consideration by ONT of all of its state and federal obligations and responsibilities as the proprietor of the Airport and addresses only those emission sources that the Airport believes it can reasonably affect.
6. Air Quality Improvement Plan (AQIP). ONT has developed its own voluntary AQIP, with technical support provided by the South Coast AQMD. The AQIP represents the Airport's best efforts to develop programs and strategies for reducing NOx emissions from airport mobile source operations based on its existing authority over airport emission sources. The AQIP includes specific initiatives and measures for certain non-aircraft emission sources operating at the Airport.

7. Emissions Inventory. The AQIP includes the 2017 base year emissions inventory and 2023 and 2031 business as usual emissions forecast as well as the 2023 and 2031 forecasts that include the projected estimates of emissions benefits from voluntary airport AQIP measures with quantifiable emission reductions. The AQIP provides an emissions inventory only for non-aircraft airport sources for which the AQIP includes specific voluntary airport measures and initiatives (i.e., ground support equipment, fuel/delivery trucks, on-road and off-road airport fleet vehicles, shuttle buses, and passenger transportation). ONT has provided the AQIP with supporting calculations to the South Coast AQMD.

C. JOINT RECITALS

1. Purpose of MOU

The purpose of this MOU is to set forth how the Parties, consistent with their respective legal authorities, intend to quantify the emission reduction benefits in the Basin through the implementation of the voluntary airport strategies developed by ONT under the AQIP and MOU, and adopted by the OIAA on [INSERT DATE]. Attachment A, "MOU Schedule," sets forth the specific voluntary airport AQIP measures that are subject to the MOU. This MOU does not create SIP creditable reductions; rather, it identifies specific voluntary airport AQIP measures and provides the means for the South Coast AQMD to quantify the emission reductions from these voluntary airport AQIP measures to obtain SIP credits. The MOU is not intended to limit Airport growth. A central objective of the AQIP and MOU is to generate NO_x reductions, and corresponding reductions of associated pollutants from non-aircraft airport mobile sources.

- a. The MOU Schedule 1, specified in Attachment A, establish metrics for quantification of emission benefits associated with implementation of voluntary airport AQIP measures for each emissions source category consistent with the 2023 and 2031 dates for attainment of the ozone standards.
- b. The Parties agree the MOU does not: i) Establish an emissions cap or any other facility-wide limit for NO_x, or any other pollutant; ii) Obligate the Airport to provide a facility-wide inventory of NO_x or VOC emissions; however, the parties agree to continue to work together in developing inventories of airport emission sources to support the development of future AQMPs outside of the AQIP/MOU process; or iii) Limit the Airport's ability to seek incentive or grant funding through federal, State and local programs, including but not limited to the FAA Voluntary Aviation Low Emissions (VALE) program and other similar programs, which require

emissions reductions achieved through such programs to be voluntary in nature and exceed existing obligations to achieve emissions reductions.

- c. The emission reduction benefits from the voluntary airport AQIP measures in Attachment A may be used by South Coast AQMD to obtain SIP credit to the extent the emission reduction benefits quantified by South Coast AQMD for these measures satisfy USEPA's integrity elements (i.e., the emission reductions are quantifiable, surplus, permanent, and enforceable). South Coast AQMD may seek SIP credit for the quantified emission reductions through a separate SIP submittal.
- d. The Parties agree that the South Coast AQMD, and not the Airport, will rectify any shortfall in prospective emission reductions from the voluntary airport AQIP measures specified in Attachment A.
- e. The Parties specifically disavow any desire or intention to create any third-party beneficiary under this MOU, and specifically declare that no person or entity shall have any remedy or right of enforcement.

2. MOU Public Process

- a. Following the adoption of the 2016 AQMP, South Coast AQMD staff held a series of public working group meetings to solicit comments on implementing Control Measure MOB-04 for commercial airports. Based on input received during the public process, South Coast AQMD staff developed a recommendation for the South Coast AQMD Governing Board for the development of an MOU with the commercial airports. In the event that the MOU approach with the airports was not successful, staff also recommended consideration of a regulatory approach for reducing emissions from commercial airports.
- b. In May 2018, the South Coast AQMD Governing Board approved staff's recommendation and directed staff to pursue an MOU approach with the commercial airports to implement 2016 AQMP Control Measure MOB-04.
- c. South Coast AQMD staff has established an MOU Working Group (WG), consisting of representatives from the South Coast AQMD, commercial airports (Los Angeles International Airport, John Wayne Airport, Ontario International Airport, Hollywood Burbank Airport, and Long Beach Airport), CARB, USEPA, environmental organizations, labor, freight industry, airlines, other stakeholders, and the public to solicit comments on the MOU development. South Coast AQMD staff will also monitor the implementation of this MOU and provide reports to USEPA. In addition, South Coast AQMD may utilize other well-established means of communication, including the South Coast AQMD website, Subscribers lists, and Governing Board and Committee meetings, for disseminating information concerning the status of MOU implementation.

- d. The MOU is developed through the public process outlined above for consideration by the South Coast AQMD Governing Board and the Airport's Board.

3. MOU Applicability

- a. The MOU (1) addresses only the voluntary Airport AQIP measures identified in Attachment A, and (2) does not supersede rules that are established by the USEPA or CARB, or legal, regulatory, or contractual obligations that the Airport is subject to such as U.S. Department of Transportation (USDOT) or Federal Aviation Administration (FAA) regulations; federal statutes, including the Anti-Head Tax Act (AHTA), the Federal Aviation Act, and the Airline Deregulation Act; international treaties; or the doctrines of federal preemption, the dormant Commerce Clause, and the Supremacy Clause.
- b. Excluded Sources. Nothing in the AQIP or this MOU is intended or shall be interpreted to regulate or otherwise apply to (1) any source that is not specifically identified as a AQIP Source in Attachment A, including aircraft, inclusive of Auxiliary Power Units (APUs), aircraft engines or any other aircraft parts or systems, (2) the operation of any source that is not specifically identified as a AQIP Source in Attachment A, including aircraft, inclusive of APUs, aircraft engines, or any other aircraft parts or systems, either in flight or on the ground, including while taxiing or parked at an aircraft gate, remain-overnight (RON) position, maintenance facility, or any other airport location, or (3) any and all activities associated with General Aviation (GA) operations including aircraft, GA related GSE and vehicles and equipment. For purposes of the AQIP and this MOU, GA is defined as all civil aviation operations *except*: operations by 14 C.F.R. Part 121 commercial carriers, and regularly scheduled air services, defined as: (i) operated in support of, advertised, or otherwise made available to members of the public by any means for commercial air transportation purposes, and members of the public may travel or ship commercial cargo on the flights; (ii) the flights are scheduled to occur, or are represented as occurring (or available) at specified times and days; and (iii) the operator conducts, or proposes to operate, departures at ONT at a frequency greater than two (2) times per week during any consecutive three (3) week period.

II. NOW, THEREFORE, in consideration of the mutual interests and benefits of all parties to be derived from emissions reductions of NOx, and corresponding anticipated reductions of other pollutants, including VOC and PM, resulting from the implementation of the strategies identified in the voluntary AQIP, the Parties hereto agree as follows:

A. AIRPORT'S RESPONSIBILITIES

The OIAA or Airport agrees to take the following actions:

1. AQIP Implementation. Implement voluntary airport AQIP measures identified in Attachment A, Schedule 1.
2. Monitoring and Reporting. Monitor the implementation of voluntary airport AQIP measures and provide data and annual emissions inventory reports to South Coast AQMD as described in Attachment A, Schedule 1.
3. Incentives. Provide monetary or non-monetary incentives for non-aircraft airport mobile sources to the extent possible and as included in the AQIP. Nothing in this MOU requires the Airport to provide incentives.
4. Funding. Support grant funding efforts with potential funding sources that may provide funding for the voluntary airport AQIP measures, at ONT's discretion.

B. SOUTH COAST AQMD'S RESPONSIBILITIES

South Coast AQMD agrees to take the following actions:

1. Technical Analyses for SIP Credit from AQIP emission reductions. The South Coast AQMD will provide the necessary documentation and technical analysis with respect to the calculation of the emission reductions benefits attributable to the voluntary airport AQIP measures identified in Attachment A. This would include, but not be limited to, an analysis of the AQMP/SIP baseline for affected airport sources, emission reductions achieved through AQIP measures in Attachment A based on the AQIP inventories, and an estimation of emissions reductions benefits and corresponding SIP credits. Factors to be considered for purposes of calculating the emission reductions benefits attributable to the voluntary airport AQIP measures in Attachment A shall include, but not be limited to: growth forecasts from the airports, an implementation schedule for voluntary airport AQIP measures, the availability of funding for relevant incentives programs, and the technical and economic feasibility of specific voluntary airport AQIP measures.
2. Federal Enforceability. To the extent necessary to obtain SIP approval, the South Coast AQMD will provide federally enforceable commitments in a SIP update document that is separate from this MOU to the USEPA after approval by the South Coast AQMD and the CARB Boards. South Coast AQMD will monitor, assess, and report emission reductions benefits from the voluntary airport AQIP measures identified in Attachment A to the USEPA.
3. Responsibility for Shortfall. The South Coast AQMD shall be solely responsible to make up any emissions reduction shortfalls that may occur in the event that the actual voluntary airport AQIP emissions reduction benefits do not achieve the projected emissions reduction benefits resulting from implementation of the voluntary airport AQIP measures specified in Attachment A. South Coast

AQMD will also commit to adopt and submit substitute measures to USEPA to remedy any potential emission reduction shortfall associated with implementation of the AQIP measures identified in Attachment A. The Airport shall have no obligation(s) and/or requirement(s) to implement any substitute measures to remedy any potential emission reduction shortfall associated with implementation of the AQIP measures identified in Attachment A, unless otherwise mutually agreed on by both parties. Notwithstanding the above, ONT and South Coast AQMD agree that, in the event that the actual emission reductions associated with implementation of voluntary AQIP measures in Attachment A are less than the estimated emissions reduction benefits projected for implementation of these voluntary AQIP measures, ONT and South Coast AQMD will work together to consider potential new or enhanced programs, or better efforts to quantify existing programs, to help South Coast AQMD address any shortfalls.

4. Funding. The South Coast AQMD, at its Governing Board's discretion, will support grant funding efforts with potential funding sources that may provide funding for the voluntary airport AQIP measures.
5. Monitoring. The South Coast AQMD will monitor and assess the implementation of SIP creditable AQIP measures based on information provided by ONT as outlined in Schedule 1 in Attachment A.
6. Information Sharing. The South Coast AQMD will provide the means for ensuring that emission reduction data and other pertinent information related to the implementation of SIP creditable AQIP measures are fully accessible to the public and the USEPA.

C. MOU SCHEDULE

The voluntary airport AQIP measures for which the South Coast AQMD may quantify emission reductions and seek SIP credit through a separate SIP submittal is identified in Schedule 1 of Attachment A and is incorporated as part of this MOU:

1. MOU SCHEDULE NO. 1 - GROUND SUPPORT EQUIPMENT

The Schedule focuses on the voluntary airport AQIP measure and time frame aligned with the AQMP and SIP emission reduction target dates (i.e., 2023, 2031), and includes technical details pertinent to the equipment category such as:

- Metrics or performance targets
- Schedule for program implementation
- Annual reporting by the Airport to South Coast AQMD

Variations in the nature of information and data needed for each of the source measures may be addressed with focused and adaptive revisions to the individual

equipment category schedule and may be revised by mutual agreement of the Parties without modifying this MOU.

- D. TERM OF MOU. This MOU shall be in full force and in effect when signed by all Parties following their respective required authorization processes. The initial term of this MOU shall expire on December 31, ~~2031~~2032 unless terminated earlier pursuant to Section II.E, below. Prior to expiration of this MOU, all Parties agree to meet to evaluate the need for continuing participation. If all Parties agree that continuing participation is desirable, they shall negotiate for their respective Boards' approval, a written extension of the term of this MOU, and any applicable additional MOU Schedules.
- E. WITHDRAWAL AND EARLY TERMINATION. If any Party to this MOU determines that it wishes to no longer be a party to this MOU, then the Party shall provide notice to the other Party at least ninety (90) days in advance of the specified date of termination of the MOU. The Parties commit to work together to resolve any issues and negotiate an updated MOU at least thirty (30) days in advance of the specified date of termination of the MOU. If the Parties are unable to reach agreement, the MOU shall terminate on the date specified in the notification.
- F. ENFORCEABILITY. The Parties agree to implement the provisions in the MOU. The parties agree that implementation of the measures specified in Attachment A is not to be construed as a regulation or requirement of the South Coast AQMD. In the event that any party fails to meet its commitment(s) or anticipates an inability to meet its commitment(s), the Party shall provide notice to the other Party within sixty (60) days of such determination and seek to negotiate a mutually agreeable solution within ninety (90) days of the date of the Notice. The Parties shall continue to comply with all other commitments under this MOU during the negotiations. Nothing contained in this paragraph is intended to limit any rights or remedies that the Parties may have under law. The Parties shall attempt in good faith to resolve any controversy that may arise out of or relating to this MOU. If a controversy or claim should arise that cannot be resolved informally by the respective staffs, executive level representatives of the Parties will meet at least once in person and, in addition, at least once in person or by telephone to attempt to resolve the matter. The Representatives will make every effort to meet as soon as reasonably possible at a mutually agreed time and place.
- G. NOTICES. All notices that are required under this MOU shall be provided in the manner set forth herein, unless specified otherwise. Notice to a Party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by U.S. Certified Mail, Return Receipt Requested, or a nationally recognized overnight courier service. Notice shall be deemed to be received when delivered (written receipt of delivery).

South Coast AQMD:

South Coast Air Quality Management District

DRAFT FOR DISCUSSION PURPOSES

21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Assistant Deputy Executive Officer -
Planning, Rule Development & Area Sources

ONTARIO INTERNATIONAL AIRPORT: Mr. Mark Thorpe
Chief Executive Officer
1923 E. Avion Street
Ontario, CA 91761

- H. AVAILABLE FUNDING. Each Party shall be responsible for its respective costs associated with this MOU and acknowledges that the agreements contained herein by ~~any other Party~~ the Parties are subject to the availability of appropriated funds. No Party will submit a claim for compensation to ~~any the~~ other Party, or otherwise seek reimbursement of costs from ~~any the~~ other Party, for activities carried out pursuant to this MOU.
- I. FUTURE AGREEMENTS. This MOU does not restrict any future agreements between the Parties with respect to the subject matter stated herein or any other subject matter.
- J. JOINT WORK PRODUCT. This MOU shall not be construed against the Party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all Parties had jointly prepared this MOU and it shall be deemed their joint work product.
- K. RECITALS. Each of the Recitals is incorporated into this MOU.
- L. ENTIRE UNDERSTANDING. This MOU, including all attachments, constitutes the entire understanding between the Parties and supersedes all other agreements, oral or written, with respect to the subject matter herein. This MOU shall not be amended except in writing, signed by the Parties which expressly refers to this ~~contract~~ MOU.
- M. VENUE. This MOU shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this MOU shall be County of San Bernardino, California, USA.
- N. SEVERABILITY. If a court of competent jurisdiction holds any provision of this MOU to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.
- O. ATTORNEYS' FEES. In the event any action is filed in connection with the enforcement or interpretation of this MOU, each Party shall bear its own attorneys' fees and costs.

DRAFT FOR DISCUSSION PURPOSES

- P. AUTHORITY. Except as expressly stated herein, nothing in this MOU shall be construed as a waiver of any Party’s discretionary authority or deemed to restrict authority granted to any Party under law in any way with respect to future legislative, administrative, or other actions.
- Q. VOLUNTARY AQIP. The Parties agree that the Airport’s AQIP measures in Attachment A are voluntary and are not to be construed as a regulation or requirement of South Coast AQMD.
- R. MOU Modification. This MOU may be subsequently modified at any time but no modification shall be valid or binding unless made in writing and signed by authorized representatives of both Parties.
- S. COUNTERPARTS. The signature pages of this MOU are being executed in counterparts by authorized signatories of the Parties following the approvals by their respective public agency governing boards. When both Parties have signed, all executed counterparts taken together shall constitute one and the same instrument.
- T. AUTHORIZED SIGNATURES. Each signatory of this MOU represents that s/he is authorized to execute on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this MOU and to perform all obligations under this MOU.
- U. NO ENFORCEMENT AGAINST THIRD PARTIES. The South Coast AQMD shall not seek to enforce the measures specified in Attachment A or any of the measures or new initiatives in the AQIP or any of its terms against ONT’s tenants, concessionaries, third party licensees, vendor, or other relevant operators doing business at ONT facilities.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

ONTARIO INTERNATIONAL AIRPORT

By _____
Name: Dr. William Burke
Title: Chairman, South Coast Governing Board

By _____
Name: Mr. Mark Thorpe
Title: Airport Director

Date: _____, 20__

Date: _____, 20__

Attest _____
Name:
Title:

Attest _____
Name:
Title:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DRAFT FOR DISCUSSION PURPOSES

Date: _____, 20__
BAYRON T. GILCHRIST,
General Counsel

Date: _____, 20__
Lori D. Ballance
General Counsel

By _____
Name:
Title:

By _____
Name:
Title:

DRAFT

ATTACHMENT A

MOU Schedule

MOU SCHEDULE NO. 1 – GROUND SUPPORT EQUIPMENT

This MOU Schedule No. 1 is based on ONT's AQIP measure for ground support equipment¹.

- I. PROGRAM DESCRIPTION – Require that all ground support equipment associated with commercial operations achieve a fleet average NOx emission factors of 2.2 and 1.0 g/bhp-hr ~~in by January 1 of~~ 2023 and 2031, respectively.
- II. PROGRAM TIMEFRAME - Upon execution through ~~2031~~2032.
- III. AIRPORT AGREEMENTS – ONT agrees to the following:
 - A. Implement the measure by working with airport tenants to achieve the above performance targets by specified dates through accelerated turnover to cleaner equipment. ONT shall have complete discretion as to mechanisms used to implement this measure. Such mechanisms may include leases, licenses, operational requirements, or other agreements.
 - B. Beginning in 2021, and every year thereafter through ~~2031~~2032, provide the following information to South Coast AQMD on an annual basis by June 1 for each preceding calendar year:
 1. List of ground support equipment ~~as provided by airlines operating at ONT~~subject to GSE measure with the following information:
 - a. Equipment ID
 - b. Equipment type
 - c. Fuel type
 - d. Engine model year
 - e. Power rating (hp or kW)
 - f. Engine tier level (for diesel engines)
 - g. Annual activity data for non-zero emission equipment that is sufficient to determine emission reductions at a reasonable level of accuracy (i.e., actual operating hours from hour meter readings/maintenance records, average operating hours representative of equipment type and airport, or average operating hours by equipment/fuel type from CARB's OFFROAD model, if applicable)

¹ Ground Support Equipment or "GSE" is any vehicle or equipment used to support aircraft operations that is subject to, or included in compliance plans to meet, the requirements of the California Air Resources Board (CARB) In-Use Off-Road Diesel (ORD) Vehicle Regulation Program, CARB Off-Road Large Spark-Ignition (LSI) Engine Fleet Requirements Regulation Program, or CARB Portable Equipment Registration Program and associated Portable Diesel Engine Airborne Toxic Control Measure. Furthermore, GSE as defined here only includes equipment that is not subject to compliance with SCAQMD Rule XX – RECLAIM, or included in a mobile source emission reduction credit program under SCAQMD Rule XVI.

2. For non-zero emission ground support equipment subject to this GSE measure, information regarding the sale or retirement of equipment available through CARB's DOORS system and, for pre-Tier 4 diesel, pre-2010 gasoline, or pre-2010 LPG ground support equipment relocated from ONT to another airport within the South Coast Air Basin, identify: a) the airport to which equipment is relocated, b) date of relocation, and c) estimated projected usage hours.

2.3. An annual emission inventory for all ground support equipment associated with commercial operations at ONT, including methodology and calculations.

IV. SOUTH COAST AQMD AGREEMENTS – South Coast AQMD agrees to the following:

- A. Verify emission reductions from the implementation of this AQIP measure in order to determine actual emission reductions.
- B. Ensure that any emission reduction data related to this AQIP measure and other pertinent information are accessible to the public and the USEPA.