



April 12, 2018

CALL AND NOTICE OF A REGULAR MEETING  
OF THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTICE is hereby given that a regular meeting of the Burbank-Glendale-Pasadena Airport Authority will be held Monday, April 16, 2018, at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 Hollywood Way, Burbank, California 91505.

Terri Williams, Board Secretary  
Burbank-Glendale-Pasadena Airport Authority



# **REGULAR COMMISSION MEETING**

## **AGENDA**

**APRIL 16, 2018**

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Regular Meeting of Monday, April 16, 2018

9.00 A.M.

***NOTE TO THE PUBLIC:*** The Commission invites public comments on airport-related non-agenda matters during the Public Comment period. The Commission will receive public comments on agenda items as each item is reached. Members of the public are requested to observe the following decorum when attending or participating in meetings of the Commission:

- Turn off cellular telephones and pagers.
- Refrain from disorderly or boisterous conduct, including loud, threatening, profane, or abusive language, clapping, whistling, stamping, or other acts that disrupt or otherwise render unfeasible the orderly conduct of the meeting.
- If you desire to address the Commission during the Public Comment period, fill out a speaker request card and present it to the Commission's secretary.
- Limit public comments to five minutes, or such other period of time as may be specified by the presiding officer, and confine remarks to matters that are on the Commission's agenda for consideration or are otherwise within the subject matter jurisdiction of the Commission.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Authority to the Commission less than 72 hours prior to that meeting are available for public inspection at Hollywood Burbank Airport (2627 Hollywood Way, Burbank) in the administrative office during normal business hours.

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In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the Board Secretary at (818) 840-8840 at least 48 hours prior to the meeting.

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT
5. CONSENT CALENDAR
  - a. Committee Minutes  
(For Note and File)
    - 1) Operations and Development Committee
      - (i) March 19, 2018

***[See page 1]***

**b. Commission Minutes  
(For Approval)**

1) April 2, 2018

***[See page 5]***

**6. ITEMS FOR COMMISSION APPROVAL**

a. Award of Professional Services Agreement -  
Autocad, Graphic Display and Airport Planning Services

***[See page 18]***

b. Superior Life Support Inc. - Change Order for Automated  
External Defibrillator Service Program Expansion

***[See page 31]***

c. Award of Contract – Environmental Impacts Statement  
Replacement Passenger Terminal Project

***[See page 40]***

**7. ITEMS FOR COMMISSION DISCUSSION**

a. Presentation by ACI-NA; ARFF

***[No Staff Report]***

**8. ITEMS FOR COMMISSION INFORMATION**

a. Airline Schedule Analysis

***[See page 43]***

b. February 2018 Passenger/Cargo and  
Regional Airport Passenger Statistics

***[No Staff Report]***

c. February 2018 Parking Revenue Statistics

***[No Staff Report]***

d. February 2018 Transportation Network  
Companies ("TNC") Summary of Activities

***[No Staff Report]***

e. FAA Triennial Emergency Exercise Evaluation Report

***[No Staff Report]***

**9. COMMISSIONER COMMENTS  
(Updates and information items, if any)**

**10. ADJOURNMENT**

## COMMISSION NEWSLETTER

April 16, 2018

### *[Regarding agenda items]*

#### 5. CONSENT CALENDAR

*(Consent Calendar items may be enacted by one motion. There will be no separate discussion on these items unless a Commissioner so requests, in which event the item will be removed from the Consent Calendar and considered in its normal sequence on the agenda.)*

- a. COMMITTEE MINUTES. Approved minutes of the March 19, 2018, Operations and Development Committee are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. Draft minutes of the April 2, 2018, meeting are attached for the Commission's review and approval.

#### 6. ITEMS FOR COMMISSION APPROVAL

- a. AWARD OF PROFESSIONAL SERVICES AGREEMENT – AUTOCAD, GRAPHIC DISPLAY AND AIRPORT PLANNING SERVICES. A staff report is included in the agenda packet. At the April 2, 2018, meeting of the Operations and Development Committee ("Committee"), the Committee voted unanimously (3–0) to recommend that the Commission award a Professional Services Agreement to Azrial Ltd., for continued Autocad, graphic display and airport planning services.

The proposed Agreement (copy attached) is on a time and materials basis at an hourly rate of \$92.50 per hour, not to exceed 1800 hours annually, for a three-year period with two one-year options. An annual allowance of an amount not-to-exceed of \$5,000 for miscellaneous out-of-pocket expenses such as paper, ink, and reproduction costs is included in the Agreement.

- b. SUPERIOR LIFE SUPPORT INC. - CHANGE ORDER FOR AUTOMATED EXTERNAL DEFIBRILLATOR SERVICE PROGRAM EXPANSION. A staff report is included in the agenda packet. At the April 2, 2018, meeting of the Operations and Development Committee ("Committee"), the Committee voted unanimously (3–0) to recommend that the Commission approve a change order to the current purchase order with Superior Life Support Inc. ("SLS") for an additional \$20,000 to cover the expansion of the Public Safety Department's Automated External Defibrillator ("AED") program for a three-year period through May 31, 2020. In year one, the fee is \$10,000 and \$5,000 for years two and three respectively.
- c. AWARD OF CONTRACT – ENVIRONMENTAL IMPACTS STATEMENT – REPLACEMENT PASSENGER TERMINAL PROJECT. A staff report is included in the agenda packet. Staff seeks the Commission's award of a contract to RS&H California, Inc., in the amount of \$2,811,801 for preparation of an Environmental Impact Statement for the Replacement Passenger Terminal project.

## **7. ITEM FOR COMMISSION DISCUSSION**

- a. **PRESENTATION BY ACI-NA; ARFF** – No staff report attached. Mr. Chris Oswald, Vice President, Safety and Regulatory Affairs for Airports Council International-North America will provide an informational presentation to the Commission regarding Aircraft Rescue and Firefighting (“ARFF”).

## **8. ITEMS FOR COMMISSION INFORMATION**

- b. **AIRLINE SCHEDULE ANALYSIS** – A staff report is included in the agenda packet. Staff has received notice of changes in service, fleet mix, and scheduled operating times from one airline serving Hollywood Burbank Airport. This report change is reflected in detail on the attached Schedule Change Analysis.
- c. **FEBRUARY 2018 PASSENGER/CARGO AND REGIONAL AIRPORT PASSENGER STATISTICS** – No staff report attached. The February 2018 passenger count of 364,245 was up 20.38% compared to last February's total of 302,575. The calendar year-to-date total for the first two months is up 16.6% at 734,475 compared to 629,766 through February 2017. Overall, the airlines provided 518,000 seats in February representing an 18% increase in available seats from February 2017. However, even with the significant increase in available seats, load factors remained at approximately 70% year-over-year.

Air carrier aircraft operations increased by 14.4% while cargo volume dipped for the month by 5.39% to 8.1 million pounds in February 2018, and the year-to-date total of 16.84 million pounds is off 2.2%.

- d. **FEBRUARY 2018 PARKING REVENUE STATISTICS** – No staff report attached. Staff will present parking revenue data for the month of February 2018.
- e. **FEBRUARY 2018 TRANSPORTATION NETWORK COMPANIES (“TNC”) SUMMARY OF ACTIVITIES**. No staff report attached. Staff will update the Commission on TNC activity for the month of February 2018.
- f. **FAA TRIENNIAL EMERGENCY EXERCISE EVALUATION REPORT**. No staff report attached. Staff will present to the Commission an overview of the recent triennial full-scale exercise conducted on March 14, 2018. Presentation will include the exercise's objectives, reasons for conducting the exercise, and the results of the evaluation.

*Approved April 2, 2018*

**MINUTES OF THE REGULAR MEETING OF THE  
OPERATIONS AND DEVELOPMENT COMMITTEE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

**MONDAY, MARCH 19, 2018**

A regular meeting of the Operations and Development Committee was called to order on this date in the Airport Skyroom, 2627 Hollywood Way, Burbank, California, at 8:30 a.m., by Chairman Brown.

**ROLL CALL**

**Present:** Commissioners Brown and Tornek

**Absent:** Commissioner Devine

**Also Present:** Staff: Frank Miller, Executive Director;  
John Hatanaka, Senior Deputy Executive Director;  
Mike Duong, Senior Manager, Business and  
Compliance; Paul Chang, Manager, Engineering;  
Karen Sepulveda, Manager, Construction Services;  
Tom Janowitz, Senior Operations Manager

**1. Approval of Agenda** The Committee approved the agenda (2-0, one absent).

**2. Public Comment** There were no public speakers.

**3. Approval of Minutes**  
February 20, 2018  
Commissioner Tornek moved approval of the minutes of the February 20, 2018, meeting. The minutes were approved (2-0, one absent).

**4. Contracts and Leases**

**a. Third Amendment to the Wireless Communications License Agreement Between Burbank- Glendale-Pasadena Airport Authority and AWH Burbank Hotel LLC**  
Staff reported that In July 2017, the Authority executed an Agreement with AWH Burbank Hotel LLC, doing business as Los Angeles Marriott Burbank Airport, ("Marriott") to place radio equipment on the rooftop of the Marriott at the cost of \$500 a month for a period of 10 years. The purpose of the radio equipment is to support the Airports interagency communications system in the surrounding area. The initial ten-year contract expired in August 2017, and since then the Authority has executed two amendments to the agreement to remain in a hold-over status.

The key components of this third amendment are as follows; a three-year term beginning April 1, 2018,

through March 31, 2020, and one, two-year extension option following the expiration date. Rent is \$550 a month or \$6,600 annually during the initial term and if the Authority decides to exercise the extension option, the rent will increase to \$600 a month or \$7,200 annually.

Staff recommended that the Committee recommend to the Commission that it approve the Third Amendment to the Wireless Communications License Agreement with AWH Burbank Hotel LLC for the licensed area at the Los Angeles Marriott Burbank Airport Hotel & Convention Center and authorize the President to execute the same.

**Motion**

Commissioner Tornek moved approval of Staff's recommendation.

**Motion Approved**

There being no objections, the motion was approved (2-0, one absent).

**b. Authorization to Amend Construction Contract G & S Mechanical USA, Inc. for Additional Modifications to Baggage Recapitalization System Modification Project**

Staff reported that on June 19, 2017, as part of a multi-year \$1,870,130 OTA from TSA, the Commission awarded G & S Mechanical USA, Inc. ("G & S") a contract in the amount of \$998,600 to prepare areas for the installation and connection of new baggage screening equipment. Subsequent to this contract award, TSA requested modifications to the existing design for additional upgrades to support the new CTX machines. This additional work includes installation of certain new support components along with additional monitors and controls.

On January 16, 2018, a Professional Services Agreement in the amount of \$25,000 was awarded by the Commission to Swanson Rink for the additional design work required to incorporate the additional scope requested by TSA. The proposed Change Order to G & S reflects the cost to install the additional scope of work for the project.

TSA has reviewed both the original proposal from the Contractor for the additional work and the negotiated price presented by Staff and has authorized the additional expenditure under the current multi-year OTA.

Staff recommended that the Committee recommend to the Commission approval of a Change Order to



G & S Mechanical USA, Inc. in the amount of \$131,920.08 for additional work requested by TSA for the Baggage Recapitalization System Modification Project and authorize Staff to prepare and execute the Change Order.

**Motion**

Commissioner Tornek moved approval of Staff's recommendation.

**Motion Approved**

There being no objections, the motion was approved (2-0, one absent).

**c. Award of Contract Hangar 1A West Ramp Paving Rehabilitation Project Number E17-22**

Staff reported that the pavement in the area of Hangar 1A was first constructed in 1974, and has been determined to have reached the end of its useful life. Accordingly, a rehabilitation project was programmed for this fiscal year.

Staff recommended that that the Committee recommend to the Commission approval of the proposed pavement rehabilitation at Hangar 1A, by:

- Awarding a construction contract in the amount of \$129,648 to Geronimo Concrete;
- Authorizing a not-to-exceed amount of \$10,000 for in-house construction management service, field observation and security; and,
- Establishing a project contingency of \$7,000 which is approximately 5% the project cost.

**Motion**

Commissioner Tornek moved approval of Staff's recommendation.

**Motion approved**

There being no objections, the motion was approved (2-0, one absent).

**d. Award of Purchase Order to Service Tracking Systems, Inc. for Computerized Valet Parking System Upgrade**

Staff reported that the valet parking operation, which accounts for nearly \$8 million of the approximately \$19 million in total gross parking revenues from the Airport's public parking, is managed through the Computerized Valet Parking System ("CVPS"). In 2004, the current version of the CVPS was the latest technology for valet parking management and met the Authority's needs. This version of the CVPS system has now reached the end of its useful life.

The CVPS system is made up of both hardware and software components that the Authority's Accounting Department utilizes to track revenue, valet usage, and independently audit the valet parking activity. The new hardware being proposed includes new ticket dispensers, cashier stations, and customer kiosks that are able to provide increased efficiency and improved convenience for the valet customers. In addition, the proposal included a new computer server to support increased operational reliability. The proposed upgrade to the system software will also provide the ability to integrate newer "app-based" technology that valet customers prefer of using, as well as meeting all current Payment Card Industry Security Standards and compatibility requirements for the EMV credit card readers for computer chip technology credit cards.

Staff recommended that the Committee recommend to the Commission that it authorize the Executive Director to issue a Purchase Order in the amount of \$178,782 to Service Tracking Systems, Inc. for the acquisition and installation of the proposed CVPS system upgrade and issue a separate Purchase Order for the Annual Licensing and Support Agreement in the amount of \$17,308.

**Motion**

Commissioner Tornek moved approval of Staff's recommendation.

**Motion approved**

There being no objections, the motion was approved (2-0, one absent).

**5. Adjournment**

There being no further business, the meeting was adjourned at 8:48 a.m.

Subject to Approval

**MINUTES OF THE REGULAR MEETING OF THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

**MONDAY, APRIL 2, 2018**

A regular meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order this date in the Airport Skyroom, 2627 Hollywood Way, Burbank, California, at 9:00 a.m., by President Tornek.

**1. ROLL CALL**

**Present:** Commissioners Tornek, Brown, Adams, Gharpetian, Sinanyan, Devine, Madison, Wiggins and Selvidge

**Absent:** None

**Also Present:** Staff: John Hatanaka, Senior Deputy Executive Director; Frank Miller, Executive Director; Lucy Burghdorf, Director, of Public Affairs and Communications; Karen Sepulveda, Manager, Construction Services; Paul Chang, Mechanical Engineer, Engineering Department; Rachael Warecki, Public Relations and Social Media Specialist; Tom Janowitz, Senior Operations Manager; Michael Johnston, Business Specialist, Business Property and Administrative Services.

**2. PLEDGE OF ALLEGIANCE**

Commissioner Gharpetian led the assembly in the recitation of the Pledge of Allegiance to the Flag.

President Tornek announced that Item 7.a. Hollywood Burbank Airport Tower Banner Student Art Contest would be taken out of order and addressed before Item 6 to enable the students involved to be dismissed from the meeting and return to their classes.

**3. APPROVAL OF AGENDA**

The agenda was approved as presented.

**4. PUBLIC COMMENT**

There were no public speakers.

**5. CONSENT CALENDAR**

**a. Committee Reports  
(For Noting and filing)**

- |  |  |
|--|--|
| <p><b>1) Operations and Development Committee</b></p> <p style="padding-left: 20px;"><b>(i) February 20, 2018</b></p> <p><b>2) Finance and Administration Committee</b></p> <p style="padding-left: 20px;"><b>(i) February 20, 2018</b></p> <p><b>b. Commission Minutes (For Approval)</b></p> <p style="padding-left: 20px;"><b>1) March 19, 2018</b></p> <p><b>c. Treasurer's Report</b></p> <p style="padding-left: 20px;"><b>1) January 2018</b></p> <p><b>d. Third Amendment to the Wireless Communications License Agreement Between BGPAA and AWH Burbank Hotel LLC</b></p> | <p>Approved minutes of the Operations and Development Committee special meeting for February 20, 2018, were included in the agenda packet for information purposes.</p> <p>Approved minutes of the Finance and Administration Committee special meeting for February 20, 2018, were included in the agenda packet for information purposes.</p> <p>Minutes of the March 19, 2018, Commission meeting were included in the agenda packet for review and approval.</p> <p>At the March 19, 2018, meeting of the Finance and Administration Committee ("Committee"), the Committee voted unanimously (2-0) to recommend that the January 2018 Treasurer's report be noted and filed by the Commission.</p> <p>At the March 19, 2018, meeting of the Operations and Development Committee ("Committee"), the Committee voted (2-0) to recommend the Commission approve the proposed Third Amendment to the Wireless Communications License Agreement ("Agreement"), with AWH Burbank Hotel LLC dba Los Angeles Marriott Burbank Airport ("Marriott") to extend the term of the Agreement for an additional three-year period, expiring on March 31, 2021, for the placement of certain radio equipment on the roof of the Marriott which supports the Burbank-Glendale-Pasadena Airport Authority's ("Authority") Interagency Communication Interoperability system at a cost of \$6,600 annually.</p> <p>In 2005, the Authority approved the replacement of its existing non-proprietary wideband analog VHF radio system with an ultra-high frequency digital radio system, which provides a platform that allows the Authority's Public Safety personnel to communicate with other governmental agencies as provided under the National Incident Management System.</p> |
|--|--|

In July 2007, the Authority approved an Agreement with the Marriott for the placement of a repeater, antennas and cables on the roof and in an indoor radio equipment room at the Marriott for a period of ten years which expired on August 31, 2017. Since that time, the Authority has executed two Amendments to remain in a holdover status with the Marriott at a cost of \$500 per month while the proposed amendment was under negotiations. For the ten-year period of the Agreement, the monthly rate has remained unchanged.

**e. Annual Review and Adjustment of Noise Violation Fines**

At the special meeting of the Legal, Government and Environmental Affairs Committee ("Committee") held on March 12, 2018, the Committee voted (2-0) to recommend to the Commission that it authorize Staff to increase the noise fines associated with certain restricted operations as detailed in Rules 8 and 9 in accordance with the annual adjustment of noise violation fines required by Resolution No. 382.

Resolution No. 382 was adopted by the Authority on March 20, 2003, and calls for noise violation fines contained in Rules 8 and 9 to be adjusted annually for inflation based on percentage changes in the Consumer Price Index (CPI). Historically, the January index has been used to calculate this adjustment and the new rates are effective each April 1st.

Rule 8 prohibits the following activities between 10 p.m. and 7 a.m.: intersection takeoffs; "touch and go" landings; maintenance run-ups; flight training operations; and practice approaches.

The current first-time fine is \$1,457 and the fine for subsequent violations is \$2,116.

Rule 9 prohibits the operation of certain "noisy" aircraft between 10 p.m. and 7 a.m., pursuant to FAA Advisory Circular 36-1H. The current fine for each violation is \$4,236.

In 2017, Staff sent twenty-five (25) notices to general aviation operators for suspected

violations. After further investigation, twenty-four (24) operations were determined to be in compliance with the Airport Noise Rules and one (1) operation exceeded the gross weight limit of 55,500 pounds for a G3 aircraft operating during the nighttime hours. Following the investigation the operator was invoiced and subsequently remitted the total fine of \$4,236 in August 2017.

**MOTION**

Commissioner Selvidge moved approval of the Consent Calendar; seconded by Commissioner Adams.

**MOTION APPROVED**

There being no objection, the motion was unanimously approved (9-0).

AYES: Commissioners Adams, Brown  
Gharpetian, Sinanyan, Tornek,  
Devine, Madison, Wiggins and  
Selvidge

NOES: None

ABSENT: None

ABSTAINED: Commissioner Wiggins and  
Sinanyan from voting on the  
Minutes

**7. ITEMS FOR COMMISSION  
INFORMATION**

**a. Hollywood Burbank Airport  
Tower Banner Student Art  
Contest**

For the 11<sup>th</sup> consecutive year, the Airport Authority held its Tower Banner Student Art Contest, inviting art students in grades nine through twelve in the school districts of Burbank, Glendale and Pasadena to prepare banner designs based on the theme "Take Off To A New Beginning." A total of 235 entries were received and evaluated from all three school districts. Each school nominated the top three entries from its own students to be entered in a final round of judging. The Arts and Culture Commissions of the three cities judged the three finalist candidates from their respective cities and made the final decision awarding 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> place winners.

The finalists' artwork from all three school districts, as well as the runner-up entries, were presented to the Commission, and the student artists who created the banners were also present, along with their faculty advisors.

Staff noted that since the inception of the contest in 2007, a total of \$28,500 has been awarded to each school district to supplement its art education program. The Authority awards an additional \$3,000 to each school district bringing the total to \$31,500.

The 1<sup>st</sup> place winning entries from each district will have their artwork enlarged to 16ft by 26ft and will be displayed on the façade of the Hollywood Burbank Airport tower for approximately 3 months during the upcoming year. All nine winners will have their artwork displayed with their names and a brief description of the art contest displayed in the Terminal B corridor for passengers to enjoy as they traverse the terminal.

## **6. ITEMS FOR COMMISSION APPROVAL**

### **a. Authorization to Amend Construction Contract – G & S Mechanical USA, Inc., for Additional Modifications to Baggage Recapitalization System Modification Project**

At the March 19, 2018, meeting of the Operations and Development Committee ("Committee"), the Committee voted (2–0) to recommend the Commission approve a Change Order to the Construction Contract with G & S Mechanical USA, Inc. ("G & S"), in the amount of \$131,920.08 for additional scope of work requested by the Transportation Security Administration ("TSA") for the Baggage Recapitalization Modification Project.

In 2012, TSA began to undertake efforts to prepare for the upgrade and/or replacement of the checked baggage screening equipment with newer technologies at the Airport. To initiate the process, TSA authorized an Other Transaction Agreement ("OTA") to provide pass-through reimbursement funding for the work necessary to implement the project, which is now known as the Baggage Recapitalization Modification Project ("Project").

On June 19, 2017, as part of a multi-year \$1,870,130 OTA from TSA, the Commission awarded G & S a contract in the amount of \$998,600 to prepare areas for the installation and connection of new baggage screening equipment. Subsequent to this contract award, TSA requested modifications to the existing design for additional upgrades to support the new CTX machines.

On January 16, 2018, a Professional Services Agreement in the amount of \$25,000 was awarded by the Commission to Swanson Rink for the additional design work required to incorporate the additional scope requested by TSA. The proposed Change Order to G & S reflects the cost to install the additional scope for the project.

TSA has reviewed both the original proposal from the Contractor for the additional work and the negotiated price presented by Staff and has authorized the additional expenditure under the current multi-year OTA.

**MOTION**

Commissioner Wiggins moved approval;  
seconded by Commissioner Devine.

**MOTION APPROVED**

There being no objection, the motion was approved (9–0).

AYES: Commissioners Adams, Brown  
Gharpetian, Sinanyan, Tornek,  
Devine, Madison, Wiggins and  
Selvidge

NOES: None

ABSENT: None

**b. Award of Contract –  
Hangar 1A West Ramp  
Paving Rehabilitation  
Project Number E17-22**

At the March 19, 2018, meeting of the Operations and Development Committee ("Committee"), the Committee voted (2–0) to recommend that the Commission approve the asphaltic concrete ("AC") rehabilitation project of the area adjacent to Hangar 1A which consisted of: (1) award of a construction contract in the amount of \$129,648 to Geronimo Concrete; (2) in-house construction



management service, field observation and security, for the not-to-exceed amount of \$10,000; and (3) establish a project contingency of \$7,000 which is approximately 5% the project cost.

The pavement surfaces within the Airfield Operations Area are monitored regularly to determine if it requires maintenance or has reached the end of useful life. Those pavements deemed to be not practicable to continue maintenance on are recommended for rehabilitation. The pavement in the area of Hangar 1A was first constructed in 1974, and has been determined to have reached the end of its useful life. Accordingly, a rehabilitation project was programmed for this fiscal year. Approximately 118,000 square feet of AC has been determined to have exceeded its useful life in this area.

Staff solicited sealed bids by using PlanetBids and advertised in the Dodge Construction News and local and minority newspapers, reaching out to local construction companies, and providing public postings on the Internet and in the Burbank, Glendale and Pasadena city halls. Bids were opened via PlanetBids on February 12, 2018. Five (5) contractors submitted bids.

Staff reviewed the bids and determined that all bidders were deemed responsive; the low bidder was Geronimo Concrete with a bid of \$129,648.

**MOTION**

Commissioner Gharpetian moved approval; seconded by Commissioner Adams.

**MOTION APPROVED**

There being no objection, the motion was approved (9–0).

AYES: Commissioners Adams, Brown  
Gharpetian, Sinanyan, Tornek,  
Devine, Madison, Wiggins and  
Selvidge

NOES: None

ABSENT: None

**c. Award of Purchase Order to Service Tracking Systems, Inc. for Computerized Valet Parking System Upgrade**

At the March 19, 2018, meeting of the Operations and Development Committee ("Committee"), the Committee voted (2–0) to recommend to the Commission that it authorize the issuance of a Purchase Order in the amount of \$178,782 to Service Tracking Systems Inc. ("STS") for a proposed upgrade of the Computerized Valet Parking System ("CVPS"), which provides the tracking and revenue controls for the Burbank-Glendale-Pasadena Airport Authority's ("Authority") valet parking operation at Hollywood Burbank Airport. Staff also requested approval to issue a Purchase Order in the amount of \$17,308 for the Annual Licensing and Support Agreement for these upgrades.

The valet parking operation, which accounts for nearly \$8 million of the approximately \$19 million in total gross parking revenues from the Airport's public parking is managed through the CVPS system. In 2004, the current version of the CVPS was the latest technology for valet parking management and met the Authority's needs. This version of the CVPS system has now reached the end of its useful life.

The new hardware being proposed includes new ticket dispensers, cashier stations, and customer kiosks that are able to provide increased efficiency and improved convenience for the valet customers. The proposed upgrade to the system software will also provide the ability to integrate newer "app-based" technology that valet customers are desirous of using as well as meeting all current Payment Card Industry (PCI) Security Standards and compatibility requirements for the EMV credit card readers for computer chip technology credit cards.

A key requirement to ensure the operation of the CVPS system is a comprehensive Annual Licensing and Support Agreement. This Agreement includes automatic software license renewal, unlimited 24/7/365 support, ongoing training and instruction support, hardware loaners in the event of a failed STS-provided

component, regardless of warranty status and upgrades to the software applications.

**MOTION**

Commissioner Devine moved approval to note and file the audit reports; seconded by Commissioner Brown.

**MOTION APPROVED**

There being no objection, the motion was approved (9-0).

AYES: Commissioners Adams, Brown  
Gharpetian, Sinanyan, Tornek,  
Devine, Madison, Wiggins and  
Selvidge

NOES: None

ABSENT: None

**d. Award of Professional  
Services Agreement for  
Maintenance and Search  
Engine Optimization for  
Replacement Terminal  
Website –  
[www.BURreplacement-terminal.com](http://www.BURreplacement-terminal.com))**

Staff presented for Commission approval an Award of Professional Services Agreement for Maintenance and Search Engine Optimization for Replacement Terminal Website – [www.BURreplacementterminal.com](http://www.BURreplacementterminal.com)). At the March 12, 2018, special meeting of the Legal, Government and Environmental Affairs Committee ("Committee"), the Committee voted (2-0) to recommend that the Commission approve an Award of Professional Services Agreement ("PSA") to Counterintuity, LLC ("Counterintuity") for the maintenance and Search Engine Optimization ("SEO") of the replacement terminal website, [www.BURreplacementterminal.com](http://www.BURreplacementterminal.com), in the amount of \$1,950 per month, \$23,400 per year, totaling \$70,200 for a three-year period. In addition to the initial three-year period, the proposed PSA includes two (2) one-year options to extend, with a 5% escalation fee.

On April 22, 2014, the Authority executed an initial 12-month PSA with Counterintuity for \$37,650, for the design, launch, and support of the replacement terminal website. The website was launched on December 1, 2015, and Counterintuity has maintained it since. The Authority has since executed two 12-month change orders to extend the scope of

Counterintuity's services at a rate of \$2,875 per month.

Ongoing website maintenance and SEO will continue to help members of the public find the website quickly and easily, as well as continue to demonstrate the Authority's commitment to transparency throughout the replacement passenger terminal concept validation process, design charrette workshops, and Environmental Impact Study (EIS). Staff was able to negotiate with Counterintuity to reduce the monthly support fee from \$2,875 per month to \$1,950 per month, (representing a 32% savings per month) for 36 months, with two (2) one-year renewal options with a 5% fee escalation. Counterintuity does not anticipate any additional costs, but should they arise, any possible additional costs will be submitted for approval before any expense is incurred.

**MOTION**

Commissioner Wiggins moved approval to note and file the audit reports; seconded by Commissioner Sinanyan.

**MOTION APPROVED**

There being no objection, the motion was approved (9-0).

AYES: Commissioners Adams, Brown  
Gharpetian, Sinanyan, Tornek,  
Devine, Madison, Wiggins and  
Selvidge

NOES: None

ABSENT: None

**e. Substation Reimbursement  
Agreement: Substation  
Capacity Assignment  
Agreement**

Staff presented for Commission approval a Substation Reimbursement Agreement with Burbank Industrial Investors ("BII"); and a Substation Capacity Assignment Agreement with BII and the City of Burbank ("City").

The Reimbursement Agreement provides for the Authority's payment of \$2,146,667 to BII as reimbursement for 33% of the \$6,440,000 aid-in-construction fee that BII has paid to the City to expedite completion of a new 67 mega-volt amperes ("MVA") three-bank Burbank Water

and Power ("BWP") community substation. Among other parcels, the new substation will serve BII's property (the former B-6 Trust Property) and the Airport northeast quadrant, which is the preferred site for the Replacement Passenger Terminal. The Capacity Assignment Agreement provides for the City's commitment to make 5 MVA of the new substation's capacity available for energization of the Airport northeast quadrant. Further, the Capacity Assignment Agreement provides for the Authority's receipt of an option to purchase up to 1.667 MVA of additional electrical load.

In April 2016, the Authority sold the B-6 Trust Property to Overton Moore Properties ("OMP"). Prior to the close of escrow, the Authority and OMP executed a March 7, 2016, Memorandum of Understanding ("MOU") to memorialize their intent to act in good faith on certain matters related to OMP's development of the Trust Property. In the MOU, the Authority and OMP committed to negotiate in good faith the terms of particular easements desired by OMP. Additionally, the Authority committed to use good faith efforts to obtain all necessary or desirable approvals and consents, and to facilitate all other prerequisites, in connection with the granting of such easements.

At the time of the Trust Property sale, the Authority and OMP anticipated that the City would develop a BWP substation on Authority land to serve, at a minimum, an Airport northeast quadrant development with a 5 MVA energy load and a Trust Property development with a 10 MVA energy load.

This agreement will satisfy the commitment made by the Authority and OMP, in the MOU, that each party will bear its share of the cost of a new BWP substation serving the Airport northeast quadrant and the Trust Property.

At the March 12, 2018, special meeting of the Legal, Government and Environmental Affairs Committee ("Committee"), the Committee voted (2-0) to recommend that the Commission approve the Substation Reimbursement

Agreement with Burbank Industrial Investors and also approve a Substation Capacity Assignment Agreement with BII and the City of Burbank.

**MOTION**

Commissioner Adams moved approval to note and file the audit reports; seconded by Commissioner Selvidge.

**MOTION APPROVED**

There being no objection, the motion was approved (9–0).

AYES: Commissioners Adams, Brown  
Gharpetian, Sinanyan, Tornek,  
Devine, Madison, Wiggins and  
Selvidge

NOES: None

ABSENT: None

**7. ITEMS FOR COMMISSION  
INFORMATION**

**b. Terminal Concessions  
Update**

At the request of the Commission, Staff presented an overview of the new developments taking place with the concessions in Terminal A and Terminal B of Hollywood Burbank Airport.

**8. CLOSED SESSION**

The meeting recessed to closed session at 9:50 a.m.

- a. Existing CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
(California Government Code Section 54956.9(d)(1))  
Name of Case: Maricelli v. Burbank-Glendale-Pasadena Airport Authority et al.  
(Case No. BC664537)

**Meeting Reconvened to  
Open Session**

The meeting reconvened to open session at 10:05 a.m., with the same Commissioners present.

**Closed Session Report**

Commissioner Tornek advised no reportable action was taken during close session.

**8. COMMISSIONER COMMENTS**

Commissioner Tornek commented on the special meeting of the Burbank-Glendale-Pasadena Operations and Development

Committee which took place at the Buena Vista Library on March 29, 2018.

Commissioners Devine, Sinanyan and Wiggins commented on their attendance at the AAAE/ACI-NA Legislative Conference held in Washington D.C. on March 20 and 21, 2018.

## 9. ADJOURNMENT

There being no further business, the meeting was adjourned at 10:13 a.m.

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Terry Tornek, President

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Ray Adams, Secretary

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Date

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Date

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
APRIL 16, 2018**

**AWARD OF PROFESSIONAL SERVICES AGREEMENT  
AUTOCAD, GRAPHIC DISPLAY AND AIRPORT PLANNING SERVICES**

**SUMMARY**

At the April 2, 2018, meeting of the Operations and Development Committee ("Committee"), the Committee voted unanimously (3-0) to recommend that the Commission award a Professional Services Agreement ("Agreement") to Azrial Ltd. ("Azrial") for continued Autocad, graphic display and airport planning services.

The proposed Agreement (copy attached) is on a time and materials basis at an hourly rate of \$92.50 per hour, not to exceed 1800 hours annually, for a three-year period with two one-year options. An annual allowance of an amount not-to-exceed of \$5,000 for miscellaneous out-of-pocket expenses such as paper, ink, and reproduction costs is included in the Agreement.

**BACKGROUND**

Staff has for the past 25 years utilized the services of Mr. Dan Lichtner, the Principal of Azrial to provide computer aided drafting or "CAD" services to the Airport on a time and materials basis. Azrial is responsible for the creation of the current Autocad digital drawing library that encompasses several thousand drawings. Mr. Lichtner also has extensive knowledge of the Airport facility, as well as Engineering and Airport procedures and protocols. He provides services in a variety of areas, including conceptual planning, graphic arts, and Autocad construction document preparation.

Staff has routinely attempted to and has been unsuccessful in its efforts to hire Mr. Lichtner as a staff person. Mr. Lichtner has routinely dismissed that solicitation and prefers to function as an independent contractor, setting his working hours and schedule for performing services to meet the requirements and demands of the Airport. The depth and breadth of Mr. Lichtner's knowledge and familiarity with the Airport and airfield design makes it difficult to find alternative sources of this support that would be cost-effective. To replace Azrial services, it would likely require the engagement of multiple individuals with different skill sets, resulting in substantially more costs to achieve the same level of production.

Azrial is currently contracted under an existing Professional Services Agreement scheduled to expire on May 3, 2018, at the hourly rate of \$83.77 per hour plus \$2.00 per hour for Errors and Omissions insurance for a maximum not-to-exceed of 2000 hours per year. This Agreement also includes an annual allowance of \$5,000 for miscellaneous out-of-pocket expenses such as paper, ink and reproduction costs.

The current Agreement allows for the hourly rate to be adjusted on the anniversary date of the Agreement based on the applicable CPI. The recommended increase to \$92.50 per hour represents a 5% increase including a CPI adjustment. This rate compares to \$110.00 per hour market rate currently charged by Azrial to other clients. This proposed revised rate now includes the Errors and Omissions insurance with the maximum annual hours reduced



to 1800 hours. The annual expenditure for these services will be reduced under the proposed Agreement by \$8,066 from \$174,566 to \$166,500.

#### FUNDING

Approximately one-half of the annual effort expended by Azrial is charged directly to individual capital improvement projects. The balance of Azrial's costs are expensed to support the CAD or graphic development needs of other airport departments. The approved FY 2017-2018 Budget has appropriations for these support services that are not able to be charged to a capital project.

#### ANNUAL COST ADJUSTMENT

Staff recommends that the proposed Agreement continue to include an automatic adjustment in the hourly labor rate after the end of the first year of the Agreement and each succeeding year thereafter by the Consumer Price Index for All Urban Consumers for the Los Angeles-Riverside-Orange County statistical area (CPI-U) published by the United States Department of Labor, Bureau of Labor Statistics. In the event the Consumer Price Index is discontinued or revised during the term of this Agreement, such other governmental index or computation with which it is replaced shall be used.

#### RECOMMENDATION

At the April 2, 2018, meeting of the Operations and Development Committee ("Committee"), the Committee voted unanimously (3-0) to recommend that the Commission continue the engagement of Azrial Ltd. for continued Autocad, graphic display and airport planning services with the award of a Professional Services Agreement and authorize the President to execute the same.

**PROFESSIONAL SERVICES AGREEMENT**  
(Burbank-Glendale-Pasadena Airport Authority / Azrial Ltd.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated April 16, 2018 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Azrial Ltd. ("Consultant"), a California corporation ("Consultant").

**RECITALS**

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to renew its retention of Consultant as an independent contractor providing the following professional services: computer-aided drafting, graphics service, and other related architectural and engineering services.

B. Consultant represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

**NOW, THEREFORE**, the parties agree as follows:

1. **Definitions.** In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:

A. "Contract Administrator": Patrick Lammerding or a duly authorized designee.

B. "Executive Director": Frank R. Miller or a duly authorized designee.

C. "Federal Requirements" the federal requirements set forth in the attached Exhibit C, which requirements are applicable to projects not funded by an Airport Improvement Program grant from the Federal Aviation Administration.

D. "Indemnitees": the Authority, TBI Airport Management, Inc., the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity.

2. **Services.**

A. The nature, scope and level of the specific services to be performed by Consultant are as set forth in Exhibit A.

B. The services shall be performed in a timely, regular basis in accordance with Exhibit A and the instruction of the Contract Administrator. Time is of the essence in the performance of this Agreement.

C. All services performed by Consultant shall be provided in accordance with all applicable rules, regulations and other laws of the Authority and any federal, state, or local governmental agency having jurisdiction at the time service is performed.

D. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the Authority. Consultant shall consult the Contract Administrator for any decisions that must be made by the Authority. Consultant shall promptly notify the Contract Administrator of any unsafe condition that Consultant discovers at the Airport.

E. In the event any claim is brought against the Authority relating to Consultant's performance of the Services, Consultant shall provide any reasonable assistance and cooperation that the Authority might require.

### **3. Term.**

A. This Agreement shall commence on May 4, 2018 and shall expire on May 3, 2021 unless extended by the Authority pursuant to paragraph (B) below or terminated by either party pursuant to paragraph (C) below.

B. The Authority shall have two options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The extension options may be exercised sequentially or concurrently. To exercise an extension option, the Authority shall give written notice to Consultant at least 30 days prior to the then-scheduled expiration date.

C. If Consultant breaches this Agreement and fails to cure such breach within seven days of written notice from the Contract Administrator, then the Authority may immediately terminate this Agreement for cause. Either party may terminate this Agreement for convenience upon seven days prior written notice to the other party. In the event of termination, the Authority shall pay Consultant for work satisfactorily performed through the termination date.

### **4. Compensation.**

A. The Authority shall compensate Consultant for performance of the Services, and Consultant agrees to accept as full satisfaction for such work, payment according to fee schedule set forth in Exhibit B.

B. Consultant shall submit monthly invoices to the Authority for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 10 business days of receipt of each invoice, the Authority shall notify Consultant in writing of any disputed amounts on the invoice. Within 30 calendar days of receipt of each invoice, the Authority shall pay all undisputed amounts on the invoice. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Consultant shall pay all required taxes on the payments.

**5. Independent Contractor Status.** Consultant is, and shall at all times remain as to the Authority, an independent contractor. Consultant shall have no power to incur any debt, obligation,

or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement.

**6. Work Product Ownership.** All reports, documents, or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of the Authority without limitation upon use or dissemination by the Authority.

**7. Confidentiality.** Consultant shall preserve the confidentiality of all nonpublic data, documents, discussion or other information that is developed or received by it in connection with this Agreement. Consultant shall not disclose such information without the prior written authorization of the Executive Director. Upon request, all Authority data shall be returned to the Authority at expiration or termination of this Agreement. Consultant's obligations under this section shall survive expiration or termination of this Agreement.

**8. Conflict of Interest.** Consultant shall not maintain or acquire any financial interest that may be affected by the Services. Consultant shall avoid the appearance of having any financial interest that would conflict in any manner with the Services.

**9. Insurance.**

A. The Authority shall cause Consultant to be an additional insured under the Authority's Airport Liability insurance policy. The insurance coverage shall apply to Consultant's actions on the Authority's behalf that are directly related to the operation of the Airport and that cause third party bodily injury, property damage, or both.

B. Consultant shall procure and maintain for the duration of this Agreement automobile liability insurance with limits no less than \$100,000 per accident for bodily injury and property damage. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. The policy shall contain, or shall be endorsed to contain, the following provisions:

1. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the Authority shall be excess of Consultant's insurance and shall not contribute with it.

2. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A, unless waived by the Contract Administrator.

C. Consultant shall procure and maintain for the duration of this Agreement Professional Liability insurance with limits no less than \$1,000,000.

**10. Suspension.** The Contract Administrator may suspend all or any part of the Services for the Authority's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Consultant.

**11. Notices.** Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

Authority  
Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505  
Attn: Patrick Lammerding  
E-mail: PLammerding@bur.org

Consultant  
Azrial Ltd.  
18321 Algiers Street  
Porter Ranch, CA 91326  
Attn: Dan Lichtner  
E-mail: azrialtd@gmail.com

**12. Assignability.** Consultant shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the Executive Director's prior written consent. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

**13. Litigation.** In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Los Angeles County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.


**14. Exhibits.** Exhibits A through C are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A or B, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit C, the provisions of Exhibit C shall prevail.

**15. Incorporation of Mandatory Language.** Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

**16. Entire Agreement.** This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties. This Agreement supersedes all prior oral or written negotiations, representations and contracts. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

**TO EXECUTE THIS AGREEMENT**, the parties have caused their authorized representatives to sign below.

**Azrial Ltd.**

  
☐ Chairperson ☒ President ☐ Vice President

☐ Secretary ☐ Asst. Secretary  
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

**Burbank-Glendale-Pasadena Airport Authority**

\_\_\_\_\_  
President

Approved as to form:

\_\_\_\_\_  
Richards, Watson & Gershon  
A Professional Corporation

**EXHIBIT A**  
**Scope of Services**

Consultant shall provide computer-aided drafting, graphics service, and other related architectural and engineering services under the direct supervision of the Contract Administrator.

**EXHIBIT B**  
**Fee Schedule**

Consultant shall be compensated for the actual number of authorized hours performed for each assigned task.

Consultant shall be compensated at a rate of \$92.50 per hour not to exceed 1,800 hours per year. Additionally, Consultant shall receive an annual allowance of \$5,000 for miscellaneous out-of-pocket expenses such as paper, ink, and reproduction costs

Commencing May 4, 2019, automatic hourly labor rate adjustments shall be made each year by Consumer Price Index for All Urban Consumers for the Los Angeles-Riverside-Orange County statistical area (CPI-U) published by the United States Department of Labor, Bureau of Labor Statistics. In the event the CPI-U is discontinued or revised during the term of this Agreement, such other governmental index or computation with which it is replaced shall be used.



**EXHIBIT C**  
**Non-AIP Project Federal Requirements**

**1. General Civil Rights Provisions**

Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Consultant and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**2. Civil Rights – Title VI Assurance**

During the performance of this contract, Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

A. **Compliance with Regulations:** Consultant will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

B. **Non-discrimination:** Consultant, with regard to the work performed by it during the contract, 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. Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Consultant 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 Consultant of Consultant’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

D. **Information and Reports:** Consultant 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 the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Consultant will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance:** In the event of Consultant’s noncompliance with the Non-discrimination provisions of this contract, the Authority will impose such contract

sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1. Withholding payments to Consultant under the contract until Consultant complies; and/or
2. Cancelling, terminating, or suspending a contract, in whole or in part.

F. **Incorporation of Provisions:** Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Consultant will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Consultant may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, Consultant may request the United States to enter into the litigation to protect the interests of the United States.

G. **During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:**

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the

Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### 3. Federal Fair Labor Standards Act

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Consultant has full responsibility to monitor compliance to the referenced statute or regulation. Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

4. Occupational Safety and Health Act

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Consultant retains full responsibility to monitor its compliance and its subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
APRIL 16, 2018**

**SUPERIOR LIFE SUPPORT INC.  
CHANGE ORDER  
FOR AUTOMATED EXTERNAL DEFIBRILLATOR SERVICE PROGRAM EXPANSION**

**SUMMARY**

At the April 2, 2018, meeting of the Operations and Development Committee ("Committee"), the Committee voted unanimously (3–0) to recommend that the Commission approve a change order to the current purchase order with Superior Life Support Inc. ("SLS") for an additional \$20,000 to cover the expansion of the Public Safety Department's Automated External Defibrillator ("AED") program for a three-year period through May 31, 2020. In year one, the fee is \$10,000 and \$5,000 for years two and three respectively.

The change order will provide for the installation, service, and support of AED units that were originally installed in six Airport Police Department patrol vehicles, but not certified for use. The change order will also provide for the training and certification of all Airport Police Department staff in the use and care of the AED units.

**BACKGROUND**

The Department of Public Safety, comprised of the Airport Fire Department and the Airport Police Department, recognized the possible need for the use of AEDs on Airport property and began the process of finding a vendor to supply the AEDs, as well as support and training for them.

On May 30, 2017, the Authority executed a purchase order with SLS for American Heart Association ("AHA") and Public Access Defibrillation ("PAD") Program Management for a period of three years. This program consisted of AHA Instructor training and all of the support materials for Basic Life Support; AHA Instructor training and all of the support materials for the Heartsaver First Aid program; and 35 HeartStart FRx Defibrillators with all necessary support and documentation. These AED devices are installed in various locations in and around the passenger terminal and ARFF vehicles. The purchase order had a not-to-exceed value of \$56,219.57, which consisted of \$31,347.56 for the first year, \$13,426.77 for the second year, and \$11,445.24 for the third year.

On June 22, 2017, the Authority and SLS executed a change order to increase the price by \$420 per year, which amounts to \$1260 for the three-year term and results in the purchase order having a not-to-exceed value of \$57,479.57. This change order covered an additional four PAD Medical Direction uses per year required for each defibrillator for a total of 38 defibrillators at the Airport.

## DETAILS

In order to stay compliant with the public safety AED service provider program requirements set forth by the Department of Health Services in the County of Los Angeles, the Airport Police Department has to undergo training and certification on the use of AED devices installed in the patrol vehicles. The AEDs were delivered under the initial purchase order but the initial program did not include the training and certification of all Airport Police Department staff.

SLS will provide the following:

- A program that meets all State regulations and Emergency Medical Services Agency Policies;
- Obtain LA County Department of Health Services approval for Airport Police Department as a public safety AED service provider;
- Oversight of the Airport Police Department's program management;
- Collection of required data and reporting to the LA County of Health Services;
- Submission of annual reports to the LA County Department of Health Services;
- Review of all cases in which an AED is applied, review of system performance, and recommendations for modification of the system design, performance protocols or training standards designed to improve patient outcomes;
- Assistance to the Airport Police Department with compliance of EMS Agency policies and procedures related to the local Emergency Medical Services Authority;
- Submission of the application and all required documents as outlined in the application process;
- Training that includes an overview of the EMS system, 911 access and aid in creating the department's internal response and operational plan; and
- A written policy to the Airport Police Department regarding the proper AED maintenance procedures.

## FISCAL IMPACT

The FY2018 additional expense of \$10,000 is anticipated to be accommodated within the adopted O&M budget expense appropriations. The additional expense of \$5,000 for each subsequent year thereafter will be included in future budget appropriation request for the inclusion of the Airport Police Department into the AED program.

## RECOMMENDATION

At the April 2, 2018, meeting of the Operations and Development Committee ("Committee"), the Committee voted unanimously (3–0) to recommend that the Commission approve the proposed \$20,000 Change Order with SLS to cover the expansion of the Public Safety Department's AED program to include the Airport Police Department and associated equipment in all six Airport Police vehicles.



## Superior Life Support Inc.

25128 Avenue Tibbitts #150  
Valencia, CA 91355  
Phone: 661-607-0344 Fax: 661-607-0603  
Email: [contact@superiorlifesupport.com](mailto:contact@superiorlifesupport.com)

## Formal Quote

Date	Quote #
3/12/2018	2299

<b>Name / Address</b>		<b>Terms</b>		<b>Quotation Expiration</b>	<b>FOB</b>
BGPAA Police Department 2627 N Hollywood Way, Burbank, CA 91505		Net 30		4/11/2018	NA
Item	Description	Qty	List Price	Your Price	Total
REF 413 I	<p>Public Safety AED Service Provider Program Approval &amp; Implementation 2018 Superior Life Support (SLS) Public Safety AED Service Provider Program will include:</p> <p><b>Program Approval:</b></p> <ol style="list-style-type: none"> <li>1. SLS will provide a program that shall meet all State regulations and EMS Agency Policies.</li> <li>2. Obtain LA County DHS approval for BGPAA Police Department as a public safety AED service provider.</li> </ol> <p><b>Assist with implementing program requirements:</b></p> <ol style="list-style-type: none"> <li>1. Oversee program management.</li> <li>2. Collect required data.</li> <li>3. Submit Annual Reports.</li> <li>4. Review all cases where an AED was applied, review system performance, and make recommendations for modification of system design, performance protocols or training standards designed to improve patient outcomes.</li> <li>5. Assist BGPAA Police Department with compliance of EMS Agency policies and procedures related to the local EMSA (DHS).</li> </ol> <p><b>Submit the Initial Application:</b></p>	1		10,000.00	10,000.00
<p>Quotations and Estimates are valid for 30 days. Thank you for the opportunity to do business!</p>			<b>Total</b>		
<p>With the exception of gross negligence by Superior Life Support (SLS), in no event shall SLS be liable for any indirect, punitive, incidental, consequential or special damages, including without limitation, lost revenue or profits, business interruption, loss of data, or the cost of substitute products or services, whether arising from breach of the terms of this agreement, breach of warranty, negligence, indemnity, strict liability or other tort, regardless of it being foreseeable or a failure of the system or licensed software to achieve its essential purpose.</p> <p>With the exception of gross negligence by SLS, the Liability, if any, of SLS for all damages and based on all claims, whether arising from breach of the terms in this agreement, breach of warranty, negligence, indemnity, strict liability or other tort, or otherwise, related to the system, licensed software and/or services, is limited to an amount not to exceed the price of the system, licensed software, hardware or services.</p>					

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Authorized Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date Accepted: \_\_\_\_\_





## Superior Life Support Inc.

25128 Avenue Tibbitts #150  
Valencia, CA 91355  
Phone: 661-607-0344 Fax: 661-607-0603  
Email: [contact@superiorlifesupport.com](mailto:contact@superiorlifesupport.com)

## Formal Quote

Date	Quote #
3/12/2018	2299

Name / Address		Terms		Quotation Expiration		FOB	
BGPAA Police Department 2627 N Hollywood Way, Burbank, CA 91505		Net 30		4/11/2018		NA	
Item	Description	Qty	List Price	Your Price	Total		
	<ol style="list-style-type: none"> <li>1. SLS shall submit a complete application.</li> <li>2. SLS shall include all required documents as outlined in the application packet.</li> <li>3. SLS shall provide a letter of intent which will include:               <ol style="list-style-type: none"> <li>a. A statement that BGPAA Police Department is willing to abide by Los Angeles County EMS Agency Reference No. 413, Public Safety Provider Program Requirements.</li> <li>b. An assurance that all AED devices in use meet current AHA ECC guidelines.</li> <li>c. Changes in key personnel or equipment will be reported to the Los Angeles County EMS Agency within thirty (30) days.</li> <li>d. Notification of discontinuance of an approved public safety AED program will be sent to the Los Angeles County EMS Agency within thirty (30) days.</li> </ol> </li> </ol> <p>Training requirements will be conducted by the BGPAA Police Department and/or Fire Department with the exception of what is outlined below:</p> <ol style="list-style-type: none"> <li>1. Initial training (Instructor Training) will be provided by Superior Life Support Inc. to the BGPAA Police Department. Overview of the EMS system, 9-1-1 access, interaction with Police personnel, and organizations's internal response and operational plan</li> </ol>						
Quotations and Estimates are valid for 30 days. Thank you for the opportunity to do business!			<b>Total</b>				
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BGPAA Police Department 2627 N Hollywood Way, Burbank, CA 91505

Terms	Quotation Expiration	FOB
Net 30	4/11/2018	NA

Item	Description	Qty	List Price	Your Price	Total
	<p>which will be done by BGPAA Police Department.</p> <p>2. AED Response Forms to be completed by the Police Department and will be submitted to DHS by SLS.</p> <p>Skills Competency requirements will be conducted by BGPAA Police Department in providing:</p> <p>1. AED competency testing at least annually per program requirements and when changes in equipment occur.</p> <p>2. A Heartsaver First Aid CPR AED recertification course that meets program requirements</p> <p>The following will be provided to the EMS Agency or EMS Authority by SLS upon request for each public safety AED authorized user:</p> <p>1. Dates of most recent first aid, CPR and AED training.</p> <p>2. Most recent AED skills competency date.</p> <p>With regards to Maintenance and Equipment/Supplies:</p> <p>1. SLS will provide a written policy to BGPAA Police Department on proper AED maintenance procedures.</p> <p>A Response and Operational Plan for AED use will be created by BGPAA Police Department which will</p>				

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**Total**

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Item	Description	Qty	List Price	Your Price	Total		
	<p>include the following:</p> <ol style="list-style-type: none"> <li>1. How emergency response will be activated.</li> <li>2. Geographical response area, location of each AED and number of AEDs in service.</li> <li>3. Response personnel.</li> <li>4. Scene Safety.</li> <li>5. Documentation post AED application</li> </ol> <p>Program Review and Reporting:</p> <ol style="list-style-type: none"> <li>1. BGPAA Police Department shall notify SLS in writing within thirty (30) days of any change in program coordinator, and/or changing, adding or upgrading of AEDs. SLS shall notify the local EMS Agency</li> <li>2. SLS Shall submit the EMS Agency annual report by March 31st for the previous year. The annual report shall include, but may not be limited to:               <ol style="list-style-type: none"> <li>a. The total number of cardiac responses</li> <li>b. The total population served</li> <li>c. The number of persons who suffered a witnessed cardiac arrest whose initial monitored rhythm was ventricular tachycardia or ventricular fibrillation on whom an AED was applied.</li> <li>d. The number of patients who had witnessed or un-witnessed defibrillation.</li> <li>e. Number of personnel who are authorized to perform defibrillation by the public safety AED service</li> </ol> </li> </ol>						
Quotations and Estimates are valid for 30 days. Thank you for the opportunity to do business!			<b>Total</b>				
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<b>Name / Address</b>
BGPAA Police Department 2627 N Hollywood Way, Burbank, CA 91505

Terms	Quotation Expiration	FOB
Net 30	4/11/2018	NA

Item	Description	Qty	List Price	Your Price	Total
	<p>provider (Public Safety vs. Lay public)</p> <p>In Record Keeping, SLS shall maintain the following for four (4) years which shall be available for review:</p> <ol style="list-style-type: none"> <li>1. All documentation required for program approval.</li> <li>2. Training and competency rosters.</li> <li>3. Instructional and testing material.</li> <li>4. Maintenance/Inspection log sheets</li> </ol>				

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**Total**

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Date	Quote #
3/12/2018	2299

Name / Address		Terms		Quotation Expiration	FOB
BGPAA Police Department 2627 N Hollywood Way, Burbank, CA 91505		Net 30		4/11/2018	NA
Item	Description	Qty	List Price	Your Price	Total
REF 412 M	Public Safety AED Service Provider Annual Maintenance Plan 2018 (Year 1)			5,000.00	5,000.00
REF 412 M	Public Safety AED Service Provider Annual Maintenance Plan 2019 (Year 2)			5,000.00	5,000.00
Quotations and Estimates are valid for 30 days. Thank you for the opportunity to do business!			<b>Total</b>		<b>\$20,000.00</b>
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**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
APRIL 16, 2018**

**AWARD OF CONTRACT  
ENVIRONMENTAL IMPACT STATEMENT  
REPLACEMENT PASSENGER TERMINAL PROJECT**

**SUMMARY**

Staff seeks the Commission's award of a contract to RS&H California, Inc. ("RS&H") in the amount of \$2,811,801 for preparation of an Environmental Impact Statement ("EIS") for the Replacement Passenger Terminal project.

**BACKGROUND**

With the approval of Measure B by Burbank voters on November 8, 2016, the Authority is working with the community and neighboring cities to build a safer, 14-gate Replacement Passenger Terminal that meets current safety and seismic standards. The existing terminal building is an aged facility and does not meet current Federal Aviation Administration ("FAA") standards for lateral separation from the adjacent runways. Meeting current FAA runway safety standards is a key motivation for the project. Correction of this situation necessitates that the existing terminal building be replaced and demolished, creating the opportunity to correct the functional deficiencies and low levels of service associated with the existing terminal building relative to more modern airport terminal facilities. Moreover, more conveniences, amenities and diverse features are to be incorporated into the added space of the Replacement Passenger Terminal. There is also an opportunity to have the Replacement Passenger Terminal more fully reflect the unique character of the economic and social environment of Burbank.

In the planning process for the Replacement Passenger Terminal project, the Authority has completed the following:

- Certification of an Environmental Impact Report for the project pursuant to the California Environmental Quality Act
- Negotiation of a Development Agreement and entitlements for the project
- An affirmative vote by Burbank citizens ratifying the Development Agreement and entitlements for the project
- Conditional approval from the FAA of an Airport Layout Plan ("ALP") depicting the Replacement Passenger Terminal

The next steps for the Authority in the implementation process for the project are:

- Completion of concept validation, planning, and cost estimating
- Completion of AGIS aeronautical surveys
- FAA completion of an EIS pursuant to the National Environmental Policy Act ("NEPA")
- Public design charrette process

- Finalization of project delivery method and funding
- Selection of design and construction manager (or P3 Entity)
- Design services

The FAA's completion of an EIS for the Replacement Passenger Terminal project is a prerequisite for the construction of the project as per the conditions of the Airport Layout Plan ("ALP") approval. On April 3, 2017, the Commission approved a Memorandum of Understanding ("MOU") with the FAA to provide the framework in which the FAA will prepare the EIS. As the lead agency, the FAA is responsible for compliance with NEPA and the associated regulations. As the Airport sponsor, the Authority is responsible for retaining an FAA-selected contractor to prepare the EIS.

## PROCUREMENT

Staff publicly solicited responses to a Request for Qualifications on the Authority's PlanetBids e-procurement website, and advertised the competitive opportunity in the several local newspapers, as well as public postings on the Internet and in the Burbank, Glendale, and Pasadena City Halls. Staff received responses from two firms. Those two firms, listed alphabetically, are:

- Mead & Hunt, Inc.
- RS&H

## SELECTION PROCESS

FAA staff conducted interviews of the two respondents on January 10, 2018. From these interviews, FAA staff selected RS&H as the most qualified firm and instructed the Authority staff to begin contract negotiations.

An Independent Fee Estimate ("IFE") was completed by Ricondo & Associates ("Ricondo") on March 25, 2018. FAA requirements for an IFE is that it be undertaken by a firm that did not respond to the RFQ. Ricondo did not respond to the RFQ and has the requisite background and experience to undertake this assignment.

The proposed fee from RS&H is 12.59% below the IFE prepared by Ricondo. FAA concurred with the fee proposal on April 10, 2018.

## PROJECT DETAILS

Because the proposed Replacement Passenger Terminal requires the federal action of an update to the ALP and will involve federal grant funding, a NEPA environmental review is required. An EIS is the most stringent level of review under NEPA. This level of review is performed directly between the FAA and the consulting firm. In accordance with the MOU, the Authority will pay consultant invoices and provide data as requested, but will not otherwise participate in the review process unless directed by the FAA.

### FUNDING

An Airport Improvement Program grant of \$2,417,700 was received by the airport in Federal Fiscal Year 2017 for the EIS. Matching funds in the amount of \$582,300 have been applied for through a PFC application which is in process with the FAA.

### RECOMMENDATIONS

Staff recommends that the Commission award a contract to RS&H in the amount of \$2,811,801 for preparation of the EIS for the Replacement Passenger Terminal project.



**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
APRIL 16, 2018**

**AIRLINE SCHEDULE ANALYSIS**

Staff has received notice of changes in service, fleet mix, and scheduled operating times from one airline serving Hollywood Burbank Airport. This report change is reflected in detail below and on the attached Schedule Change Analysis.

**SOUTHWEST AIRLINES**

Effective April 8, 2018, Southwest Airlines made a seasonal adjustment to its schedule. The number of scheduled flight changes in arrivals and departures represents a net increase of five round-trip flights per week, as detailed below. In addition, Southwest Airlines made an equipment adjustment by increasing the use of its larger B737-800 aircraft.

	<b>Monday - Friday</b>		<b>Saturday</b>		<b>Sunday</b>	
<b>City</b>	<b>Arrival</b>	<b>Departure</b>	<b>Arrival</b>	<b>Departure</b>	<b>Arrival</b>	<b>Departure</b>
Dallas	0	0	0	0	0	0
Denver	0	0	0	0	0	0
Las Vegas	1	1	0	0	1	1
Oakland	0	0	0	0	0	0
Portland	0	0	0	0	0	0
Phoenix	0	0	-1	-1	-2	-2
San Francisco	0	0	0	0	1	1
San Jose	0	0	0	0	0	0
Salt Lake City	0	0	0	0	0	0
Sacramento	0	0	0	0	1	1
<b>Daily Total</b>	<b>1</b>	<b>1</b>	<b>-1</b>	<b>-1</b>	<b>1</b>	<b>1</b>

**OVERALL IMPACT**

After incorporating this schedule adjustment, this schedule results in an increase of 2,134 weekly seats or a 1.55% increase from the prior schedule, leaving the revised schedule with a combined total of 140,160 available weekly seats.

# BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY\*

## SCHEDULE ANALYSIS

---

Airline: **Southwest Airlines**

Report Date: 04/16/18

Effective Date: 04/08/18

1) Aircraft Operations Summary (includes both arrivals and departures):

		<u>Weekly Operations</u>			<u>Weekly Seats</u>		
<u>Aircraft Type</u>	<u>Seats</u>	<u>Current Operations</u>	<u>Proposed Operations</u>	<u>Difference</u>	<u>Current Available Seats</u>	<u>Proposed Available Seats</u>	<u>Difference</u>
B737-300	137	0	0	0	0	0	0
B737-500	122	0	0	0	0	0	0
B737-700	143	702	690	-12	100,386	98,670	-1,716
B737-800	175	16	38	22	2,800	6,650	3,850
Total		718	728	10	103,186	105,320	2,134

2) Discussion of the change in operations and voluntary curfew

Effective April 8, 2018, Southwest Airlines made a seasonal adjustment to its schedule. The number of scheduled flight changes in arrivals and departures represents a net increase of five round-trip flights per week, as detailed in the Staff Report. In addition, Southwest Airlines made an equipment adjustment by increasing the use of its larger B737-800 aircraft.

Is there an impact on the voluntary curfew  
with this schedule change?

Yes

No

    X