



August 12, 2016

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, August 15, 2016, at 9:00 a.m., in the Airport Skyroom of the Bob Hope Airport, 2627 Hollywood Way, Burbank, California, 91505.

The items to be discussed are listed on the attached agenda.

Sue Loyd, Assistant Board Secretary
Burbank-Glendale-Pasadena Airport Authority



REGULAR COMMISSION MEETING

AGENDA

AUGUST 15, 2016

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Regular Meeting of Monday, August 15, 2016

9:00 A.M.

NOTE TO THE PUBLIC: Prior to consideration of business items, the Authority invites comment on airport-related matters during the Public Comment period. 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. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT
5. CONSENT CALENDAR
 - a. Committee Reports (For Noting and Filing)
 - 1) Operations and Development Committee
 - (i) June 6, 2016

[See page 1]

- (ii) June 13, 2016 ***[See page 3]***
 - 2) Finance and Administration Committee
 - (i) June 20, 2016 ***[See page 5]***
 - 3) Legal, Government and Environmental Affairs Committee
 - (i) June 20, 2016 ***[See page 8]***
 - b. Commission Minutes (For Approval)
 - 1) July 7, 2016 ***[See page 11]***
 - 2) July 11, 2016 ***[See page 13]***
 - 3) July 18, 2016 ***[See page 25]***
 - 4) August 1, 2016 ***[See page 28]***
 - c. Short Term Parking Space Reservation Agreement
CenterStaging, LLC ***[See page 31]***
 - d. Second Amendment to Non-Exclusive License Agreement for
Van Nuys Skyways, Inc., dba Million Air Burbank ***[See page 33]***
 - e. Revised Replacement Terminal Project Labor Agreement ***[See page 37]***
6. ITEMS FOR COMMISSION APPROVAL
- a. Executive Director Appointment ***[No Staff Report]***
 - b. RITC Art Panels Project ***[See page 38]***
 - c. IMG College, LLC, Marketing Agreement ***[See page 41]***
 - d. Award of Contract/Authorizations/Approvals, Project Number E16-04
Engineered Materials Arresting System Replacement Project ***[See page 53]***
7. ITEMS FOR COMMISSION DISCUSSION
- a. Disadvantaged Business Enterprises (DBE) Program Update ***[No Staff Report]***
8. ITEMS FOR INFORMATION
- a. Airline Schedule Analysis ***[See page 58]***
 - b. June 2016 Passenger/Cargo Statistics and
Parking Information ***[See page 62]***

9. CLOSED SESSION

a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of Litigation (California Government Code Section 54956.9(d)(4)): two potential cases

b. THREAT TO PUBLIC SERVICES OR FACILITIES
(California Government Code Section 54957(a))

Consultation with Director, Public Safety

10. ADJOURNMENT

COMMISSION NEWSLETTER

August 15, 2016

[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 REPORTS:** Approved minutes of the following committee meetings are included in the agenda packet for information purposes: June 6, 2016, and June 13, 2016, Operations and Development Committee; June 20, 2016, Finance and Administration Committee; and June 20, 2016, Legal, Government and Environmental Affairs Committee.
- b. **COMMISSION MINUTES – JULY 7, JULY 11, JULY 18 and AUGUST 1, 2016:** The draft minutes of these meeting are attached for Commission review and approval.
- c. **SHORT TERM PARKING SPACE RESERVATION AGREEMENT, CENTERSTAGING, LLC:** A staff report is included in the agenda packet. At the July 11, 2016, meeting of the Finance and Administration Committee, the Committee voted unanimously (3–0) to recommend to the Commission that it approve a proposed Short Term Parking Space Reservation Agreement with CenterStaging, LLC for 109 spaces in Parking Lot B located off Winona Avenue. CenterStaging has requested to use parking spaces on a daily basis. Payment for these parking spaces will be in arrears rather than in advance, and is subject to the City of Burbank's transient parking tax.
- d. **SECOND AMENDMENT TO NON-EXCLUSIVE LICENSE AGREEMENT FOR VAN NUYS SKYWAYS, INC., dba MILLION AIR BURBANK:** A staff report is included in the agenda packet. At the July 11, 2016, meeting of the Finance and Administration Committee, the Committee voted unanimously (3–0) to recommend to the Commission that it approve the Second Amendment to the Non-Exclusive License Agreement with Van Nuys Skyways, Inc., dba Million Air Burbank, which allows for into-plane fueling and ramp services at Hollywood Burbank Airport. The second amendment will extend the term of the Non-Exclusive Agreement from August 1, 2016, to July 31, 2026, which would be concurrent with the term of Million Air's Non-Exclusive Lease and Concession Agreement.
- e. **REVISED REPLACEMENT TERMINAL PROJECT LABOR AGREEMENT:** A staff report is included in the agenda packet. Staff seeks Commission approval of a revised Project Labor Agreement with the Los Angeles/Orange Counties Buildings and Construction Trades Council for the replacement terminal project. At the request of Operating Engineers (Local 12), one provision of the exclusions has been revised to preclude non-signatories from performing on-airport maintenance of leased equipment.

6. ITEMS FOR COMMISSION APPROVAL

- a. **EXECUTIVE DIRECTOR APPOINTMENT:** This item has been agendaized for the Commission to consider the appointment of Frank R. Miller as Executive Director of the Hollywood Burbank Airport.
- b. **RITC ART PANELS PROJECT:** With the recommendation of the Legal, Government, and Environmental Affairs Committee at its July 11, 2016, meeting, Staff seeks the Commission's concurrence with the proposed recommendations made by the Authority's art consultant, Gail M. Goldman Associates, LLC, to satisfy the City of Burbank Art in Public Places requirement for the Regional Transportation Center at the Hollywood Burbank Airport.

The recommendations include specific physical materials and resources needed for the production and installation of six art panels on existing tube steel structures on the Hollywood Way side of the RITC, an increase in fee for an additional \$10,000 for Ms. Goldman's services to reflect the changes in the scope of the project, and the selection of one artist to design the art that appears on each panel. The proposed budget for this project is \$325,000, to be funded through the remaining RITC project construction funds.

- c. **IMG COLLEGE, LLC, MARKETING AGREEMENT:** At the July 11, 2016, meeting of the Legal, Government, and Environmental Affairs Committee, the Committee voted 2-0 (one absent) to recommend to the Commission that it approve a proposed one-year Marketing Agreement with IMG College, LLC, which is the official marketing representative of the Rose Bowl Operating Company and the Los Angeles campus of the Regents of the University of California. In June 2013 the Commission entered into an initial three-year agreement with IMG at an average annual cost of approximately \$103,000 plus signage production and installation costs; this agreement expired on June 30, 2016.

The proposed Agreement is for up to \$65,000 and includes the production expenses associated with the preparation and installation of signage at the Rose Bowl Stadium, and Staff requests an additional estimated \$5,000 for the design and printing of Hollywood Burbank Airport specific promotional material developed for distribution at the Stadium.

While the Commission, Staff, and the Authority's branding consultants continue to develop the Airport's branding/marketing program over the next several months, Staff determined that it would be prudent to put in place a one-year interim Agreement with IMG.

- d. **AWARD OF CONTRACT/AUTHORIZATION/APPROVALS, PROJECT NUMBER E16-04, ENGINEERED MATERIALS ARRESTING SYSTEM REPLACEMENT PROJECT:** This item has been included in the Commission's agenda subject to the review and consideration of the Operations and Development Committee at its meeting immediately prior to the Commission meeting.

Staff seeks Commission consent to: (i) award a construction contract in the amount of \$2,829,900 to PALP, Inc., dba Excel Paving Company for the design/build construction for the removal and replacement of the south bed of the Engineered

Materials Arresting System; (ii) authorize the issuance of a work order to the existing professional services agreement with RS&H for a lump-sum amount of \$118,129 for designer of record construction administration services, on-site technical services, and inspection; (iii) approve the deployment of TBI Force Account, including in-house consultants for project/construction management services, field observation and security for a not-to-exceed amount of \$142,880; and (iv) authorize the establishment of a project aggregate contingency of \$300,000, which is approximately 10% of the total project.

7. ITEMS FOR COMMISSION DISCUSSION

- a. **DISADVANTAGED BUSINESS ENTERPRISES (DBE) PROGRAM UPDATE:** Staff will provide an update requested by the Commission on DBE participation for AIP-funded projects for the last ten federal fiscal years in addition to providing a guideline of outreach programs Staff intends to implement.

8. ITEMS FOR COMMISSION INFORMATION

- a. **AIRLINE SCHEDULE CHANGE ANALYSIS:** Included in the agenda packet for noting and filing are schedule analyses reflecting changes in service, fleet mix and scheduled operating times for two airlines serving Hollywood Burbank Airport. After incorporating these changes the noise impact area is projected to remain the same.
- b. **JUNE 2016 PASSENGER CARGO STATISTICS AND PARKING INFORMATION:** The June passenger count of 347,482 was up 3.12% compared to last years 336,978. The total for the first six months of the year is up 1.71%, at 1,963,818, compared to 1,930,712 through June 2015. Carrier operations have increased 10.4% for the first six months of the year. Federal Express has resolved a software reporting problem and air cargo volumes have now been updated. Overall cargo volume increased 1.76 % to 9.2 million pounds in June 2016; however, the year-to-date tally of 51.7 million pounds is down 2.6%

A complete report is included in the agenda packet.

[Regarding non-agenda items]

NEWS RELEASES

August 10, 2016 – TBI Airport Management Hires New Executive Director for Hollywood Burbank Airport

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Regular Meeting of Monday, August 15, 2016

9:00 A.M.

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1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT
5. CONSENT CALENDAR
 - a. Committee Reports (For Noting and Filing)
 - 1) Operations and Development Committee
 - (i) June 6, 2016

[See page 1]

Approved July 11, 2016

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

MONDAY, JUNE 6, 2016

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

ROLL CALL

Present: Commissioners Brown, Selvidge and Sinanyan (arrived at 8:35 a.m.)

Absent: None

Also Present: Staff: Dan Feger, Executive Director; John Hatanaka, Senior Deputy Executive Director; Scott Kimball, Director, Operations and Maintenance; and Rachael Warecki, Public Relations and Social Media Specialist

- 1. Approval of Agenda** Commissioner Selvidge moved approval of the agenda; there being no objection, the agenda was approved 2-0 (one absent) as presented.
- 2. Public Comment** There were no public speakers; however, Staff introduced the new Assistant Board Secretary, Terri Williams, to the Committee.
- 3. Approval of Minutes**
 - a. May 16, 2016** Commissioner Selvidge moved approval of the minutes of the May 16, 2016, meeting. There being no objection, the minutes were approved 2-0 (one absent) as submitted by Staff.
- 4. Items for Discussion**
 - a. Electrical Power Preparedness Meeting** Staff reported on a meeting held on May 12, 2016, by the Burbank Water and Power Department ("BWP") for major power users in the City of Burbank. The purpose of the meeting was to address potential power outages this coming summer and winter due to the Aliso Canyon natural gas storage issue. Staff advised that BWP has developed a Power Outage Communication Plan and, when there is a potential power outage, it will send blast emails to users to advise of a potential power outage.

Regarding Hollywood Burbank Airport readiness, Staff reported that a communication plan to inform tenants of power status has been developed; Airport staff has met with TSA officials to discuss its system requirements and extended an offer to assist TSA with system power requirements in the event of a power outage; and a mitigation plan has been developed to utilize either checkpoints if either Terminal A or Terminal B lose power, with MV Transportation, Inc., the Authority's shuttle bus provider, ready to deploy buses if required.

Staff reported that the Airport currently has one 2-megawatt standby generator for use should there be a power outage and a second 2-megawatt generator is tentatively scheduled to be installed on June 28, 2016. Each of the standby generators will be capable of providing nonstop power for 250 hours, or approximately ten days.

**5. Other Contracts and
Capital Projects**

This item was not discussed.

6. Adjournment

There being no further business, the meeting adjourned at 8:43 a.m.

Approved July 11, 2016

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

MONDAY, JUNE 13, 2016

A special meeting of the Operations and Development Committee was called to order this date in the Airport Skyroom of the Burbank-Glendale-Pasadena Airport Authority, 2627 Hollywood Way, Burbank, California, at 9:05 a.m., by Chairman Brown.

ROLL CALL

Present: Commissioners Brown, Selvidge and Sinanyan

Absent: None

Also Present: Staff: Dan Feger, Executive Director; John Hatanaka, Senior Deputy Executive Director; David Freedman, Director, Business, Property and Administrative Services; and Rachael Warecki, Public Relations and Social Media Specialist

Anyone Collective: Michael Fiore, Co-CEO and Chief Creative Director, and Stephen Chavez, Co-CEO and Executive Creative Director

1. Approval of Agenda Commissioner Selvidge moved approval of the agenda, seconded by Commissioner Sinanyan. There being no objection, the agenda was approved unanimously (3-0) as presented.

2. Public Comment There were no public speakers.

3. Items for Discussion

**a. Airport Branding
Presentation: Logo
Development and
Designs**

Staff distributed to the Committee a PowerPoint presentation handout and discussed the various logos used for the Airport over the years, going back to 1930. The printout also included logos of various California airports, airports located in the United States, and airports from around the world. Staff stated that Anyone Collective, working with Authority staff, also provided the Committee with a detailed, 164-page printout prior to the meeting to assist in providing the Committee with insight and understanding of the logo development process.

Staff introduced Michael Fiore and Stephen Chavez from Anyone Collective, and Mr. Chavez described the creative process and the steps involved in developing a logo for the

Airport: (1) establish overall objectives for the identity; (2) identify images, graphic elements and words that are associated with the Airport, Hollywood and Burbank; (3) the design phase to combine these defined elements in a manner that is aesthetic and evocative; (4) evaluate the identity for scalability, modularity and appeal and (5) ensure the graphic is relevant for present and future use and is timeless in nature, which Mr. Chavez stated is the most difficult challenge in the creative and development process.

The Anyone Collective representatives discussed with the Committee four individual concepts for a potential Airport logo which were detailed in Anyone Collective's printed material and described the concepts as follows: Concept 1, HB Lights, an abstract design deriving from crossed Hollywood searchlights and expanded to encompass an array of iconic graphic elements associated with the Airport; Concept 2, Flying HB, combining foundation elements into a simple and streamlined iconic identity system; Concept 3, Runway, grounded in the unique layout of the Airport's runway; and Concept 4, Flying Monogram, inspired by a retro aesthetic and the Airport's vibrant history.

Each of the four concepts was illustrated in the printed material as to how the logo could be used and applied with different graphics, such as on the front of the terminal building, on a billboard, an airplane graphic, signage, the interior of Hangar 2, applied as an overlay graphic, using various color palettes or monochrome, embroidered, as a banner graphic, etched on glass, embossed on paper and foil stamped.

Following discussion and input from the Committee, Staff and the Committee concurred that Anyone Collective eliminate Concept 3, Runway, from the potential logos and move forward with Concepts 1, 2 and 4, HB Lights, Flying B, and Flying Monogram, respectively, taking into consideration the Committee's comments and suggestions. Anyone Collective will meet with the Committee tentatively on Thursday, July 7, 2016, to present additional work based on Concepts 1, 2 and 4 prior to a full presentation to the Commission, targeted for the Commission's special meeting on Monday, July 11, 2016.

4. Other Contracts and Capital Projects

This item was not discussed.

5. Adjournment

There being no further business, the meeting adjourned at 10:55 a.m.

Approved July 11, 2016

**MINUTES OF THE REGULAR MEETING OF THE
FINANCE AND ADMINISTRATION COMMITTEE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

MONDAY, JUNE 20, 2016

A regular meeting of the Finance and Administration Committee was called to order on this date in the Airport Skyroom of the Burbank-Glendale-Pasadena Airport Authority, 2627 Hollywood Way, Burbank, California, at 11:22 a.m., by Commissioner Tornek.

AB 23 Disclosure: The Senior Deputy Executive Director announced that, as a result of the convening of this meeting of the Finance and Administration Committee, each Committee member is entitled to receive and shall be provided \$200.

ROLL CALL

Present: Commissioners Tornek, Friedman, and Adams.

Absent: None

Also Present: Staff: John Hatanaka, Senior Deputy Executive Director; Kathy David, Deputy Executive Director, Finance and Administration; David Freedman, Director, Business Development and Administrative Services; Scott R. Smith, Director of Financial Services; Madeleine Zavala, Manager, Business and Property and Rachel Warecki, Public Relations and Social Media Specialist

Columbia Management Investment Advisors, LLC
(via teleconference): Ronald B. Stahl, CFA, Senior Portfolio Manager

1. Approval of Agenda The agenda was approved as presented.

2. Public Comment There were no public speakers.

3. Approval of Minutes

a. June 6, 2016 Draft minutes for the June 6, 2016, Finance and Administration Committee meeting were presented for approval.

Motion Commissioner Tornek moved approval of the minutes, seconded by Commissioner Friedman.

Motion Approved There being no objection, the minutes were unanimously approved (3–0).

4. Treasurer's Reports

a. April 2016

Staff reviewed highlights of the April 2016 Treasurer's Report with the Committee and noted that the \$65 million regarding the sale of the B-6 Trust Property was received in April 2016. As Columbia Management Investment Advisors was able to invest the sale proceeds prior to April 30, 2016, the Authority was in compliance with the Investment Policy at April month-end.

Motion

Commissioner Friedman moved to recommend that the Authority note and file the April 2016 Treasurer's Report, seconded by Commissioner Adams.

Motion Approved

The motion was approved unanimously (3-0).

5. Contracts and Leases

a. Award of Non-Exclusive Concession and Lease Agreement to BRICKANDMORTAR.ME, INC. for Specialty Retail

Staff presented a recommendation to the Commission for approval of a proposed non-exclusive concession and lease agreement with BRICKANDMORTAR.ME, INC., doing business as "Up Pup and Away," a specialty retailer selling products for pets and their owners. This retail kiosk will be located at Gate A-2 in the East Concourse.

Key components of the proposed agreement include the following: 36 sq. ft. of retail concession space adjacent to the Gate A-2 holdroom area; initial one-year term commencing August 1, 2016; minimum annual guarantee of \$1,250 per month, adjusting annually; space rent of \$648 per year; and a security deposit of three months' rent.

Commissioner Friedman suggested Up Pup and Away be permitted to use the Hollywood Burbank Airport logo, which is in development, on its merchandise. Staff advised it will consult with Authority counsel to determine what, if any, agreements are required to permit this use of the new Airport logo when it is finalized.

In response to a question from Commissioner Tornek regarding the location of a tenant in this constrained area, Staff indicated it has worked with the Airport Fire Department and the Fire Marshal to ensure that the area permits mobility, proper access and meets with the Fire Marshal's regulations.

Motion

Commissioner Friedman moved approval of the staff recommendation, seconded by Commissioner Adams.

Motion Approved

The motion was approved unanimously (3–0).

6. Items for Discussion

a. CMIA Quarterly Investment Portfolio Review

CIMA provided an update to the Committee on the status of the Authority's Operating and Passenger Facility Charge Investment Portfolios for the first quarter ended March 31, 2016.

Motion

Commissioner Friedman moved the motion to receive and file, seconded by Commissioner Adams.

Motion Approved

The motion was approved unanimously (3–0).

7. Items for Information

a. Committee Pending Items

1) Future

2) Replacement Passenger Terminal Financial Alternatives Consultant

3) Vacant Aviation Hangars and Market Conditions

8. Other Contracts and Leases

There were no other contracts and leases to be discussed.

9. Adjournment

There being no further business, the meeting was adjourned at 11:42 a.m.

Approved July 11, 2016

**MINUTES OF THE REGULAR MEETING OF THE
LEGAL, GOVERNMENTAL AND ENVIRONMENTAL AFFAIRS COMMITTEE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

MONDAY, JUNE 20, 2016

A regular meeting of the Burbank-Glendale-Pasadena Airport Legal, Governmental and Environmental Affairs Committee was called to order on this date in the Airport Skyroom of the Authority, 2627 Hollywood Way, Burbank, California, at 11:22 a.m., by Chairman Wiggins.

AB 23 Disclosure: The Board Secretary announced that, as a result of the convening of this meeting of the Legal, Governmental and Environmental Affairs Committee, each Committee member is entitled to receive and shall be provided \$200.

ROLL CALL

Present: Commissioners Wiggins, Quintero, Madison

Absent: None

Also Present: Staff: Dan Feger, Executive Director; Mark Hardymont, Director, Government and Environmental Affairs; Lucy Burghdorf, Director of Public Affairs and Communications

Assistant General Counsel: Terrence R. Boga of Richards, Watson & Gershon

1. Approval of Agenda The agenda was approved as presented.

2. Public Comment There were no public speakers.

3. Approval of Minutes

a. June 6, 2016 Draft minutes for the June 6 and June 14, 2016, Legal, Governmental and Environmental Affairs Committee meetings were presented for approval.

b. June 14, 2016

Motion Commissioner Madison abstained from commenting on the minutes of the June 6 and June 14, 2016, Committee meetings as he was not present at those meetings. Commissioner Wiggins moved approval of the minutes, seconded by Commissioner Quintero.

Motion Approved The minutes were approved (2-0; one abstention).

4. Items for Discussion

a. Update: Hollywood Way/San Fernando Road Metrolink Station

Staff updated the Committee regarding Metro's plans for the construction of the Hollywood/San Fernando Metrolink Station and advised that this item is tentatively scheduled for the Metro Board's consent calendar at its June 24, 2016, meeting.

Commissioner Quintero suggested that Staff work with Mike Kodama and OLDA (Orangeline Development Authority) and request that he interact with Metro regarding the approximately \$2 million balance of the Airport Authority's STURAA grant.

Commissioner Quintero so moved, seconded by Commissioner Madison. The motion was approved unanimously (3-0).

b. Retention of a Mechanical, Electrical and Plumbing Consultant for RITC Lighting Assessment

Staff updated the Committee on RITC lighting issues that were raised by the City of Burbank ("City"). Staff reported that in structuring its comments to the Authority on the EIR for the replacement terminal, the City had instructed City staff to include in its comments that RITC lighting should be reduced, with the Authority's taking appropriate measures to do so. The City further commented that this would become a condition of approval to the Replacement terminal project. In a letter to the City Manager, Staff suggested that in lieu of linking the ongoing RITC operation to the replacement terminal project, the City and Authority work together, with the Authority's paying for an independent, licensed electrical consultant to assess the lighting situation. The City Manager agreed with Staff's suggestion.

Although Staff believes the cost to be within the Executive Director's approval authority, Staff requested the Committee's authorization to engage a consultant to assess the situation and provide recommendations for reducing the RITC lighting and, at the same time, continue to maintain a safe and secure operation. The Committee concurred unanimously (3-0) with Staff's recommendation. Staff will come back to the Committee with the consultant's recommendations for its consideration and recommendation prior to moving this item forward to the Commission for authorization to implement changes to the RITC lighting system.

5. Closed Session

The meeting did not recess to closed session.

6. Adjournment

There being no further business, the meeting was adjourned at 11:40 a.m.

Subject to Approval

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

THURSDAY, JULY 7, 2016

A special meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order this date in the Airport Skyroom, 2627 Hollywood Way, Burbank, California, at 9:05 a.m., by President Quintero.

- | | |
|---|--|
| 1. PLEDGE OF ALLEGIANCE | Commissioner Selvidge led the assembly in the recitation of the Pledge of Allegiance to the Flag. |
| 2. ROLL CALL | |
| Present: | Commissioners Brown, Adams, Friedman, Sinanyan, Quintero, Wiggins and Selvidge |
| Absent: | Commissioners Tornek and Madison |
| Also Present: | Dan Feger, Executive Director, and John Hatanaka, Senior Deputy Executive Director |
| | Airport Authority Counsel: Terence R. Boga of Richards, Watson & Gershon |
| 3. APPROVAL OF AGENDA | Commissioner Wiggins moved approval of the agenda, seconded by Commissioner Brown. There being no objection, the agenda was approved 7-0 (two Commissioners absent) with no revisions. |
| 4. PUBLIC COMMENT | There were no public speakers. |
| 5. CLOSED SESSION | The meeting recessed to closed session at 9:06 a.m. to discuss the items listed on the closed session agenda as follows: |
| a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(California Government Code Section 54956.8) | |
| Property: | B-6 Adjacent Property (Part of the former Lockheed Plant B-6 Property located in the City of Burbank adjacent to the Bob Hope Airport and roughly bounded by Hollywood Way, parts of Cohasset Street (Los Angeles), and Winona Avenue) |
| Authority Negotiator: | Executive Director |
| Negotiating Party: | City of Burbank |
| Under Negotiation: | Price and Terms of Payment for the Sale, Exchange or Lease of Easements and Use Restrictions |

b. PUBLIC EMPLOYEE APPOINTMENT
(California Government Code Section 54957(b))

Title: Executive Director

**Meeting Reconvened to
Open session**

The meeting reconvened to open session at 11:20 a.m. with the same Commissioners present.

Staff announced that no reportable action was taken in closed session.

6. ADJOURNMENT

There being no further business, the meeting was adjourned at 11:20 a.m.

Zareh Sinanyan, Secretary

Date

Bill Wiggins, President

Date

Subject to Approval

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

MONDAY, JULY 11, 2016

A special 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 Quintero.

1. **PLEDGE OF ALLEGIANCE** Commissioner Adams led the assembly in the recitation of the Pledge of Allegiance to the Flag.
2. **ROLL CALL**
Present: Commissioners Brown, Adams, Friedman, Sinanyan (arrived at 9:20 a.m.), Quintero, Wiggins, Tornek and Selvidge

Absent: Commissioner Madison

Also Present: Dan Feger, Executive Director; John Hatanaka, Senior Deputy Executive Director; Mark Hardymont, Director, Government and Environmental Affairs; David Freedman, Director, Business, Property and Administrative Services; Mike Duong, Senior Manager, Business and Compliance; Airport Authority Fire Department; Karen Sepulveda, Assistant Airport Engineer; Mary Tromp, Manager, Parking; Derrick Cheng, Government and Environmental Affairs and Public Relations Departments Administrative Assistant; and Rachael Warecki, Public Relations and Social Media Specialist

Airport Authority Counsel: Tom Ryan of McDermott, Will & Emery, and Terence R. Boga and David Snow of Richards, Watson & Gershon

Authority Consultants: David Full, Vice President, RS&H
3. **APPROVAL OF AGENDA** Commissioner Adams moved approval of the agenda, seconded by Commissioner Wiggins. There being no objection, the agenda was approved 7-0 (two Commissioners absent) with no revisions.
4. **PUBLIC COMMENT** Judy Harris, a resident of the North Hollywood area and member of the North Hollywood Northeast Neighborhood Council, commented she lives in the flight path of the Airport and was attending the meeting to learn of future plans for the Airport.

Michael Alt, an attorney with Community Legal Advisors, representing the Burbank Airport Commerce Owners

Association, stated the commercial association with which he is affiliated is located across the street from the Airport at Cohasset Street and Lockheed, just south of San Fernando Road. Mr. Altı commented the association submitted letters on the Draft EIR and the Final EIR for the replacement terminal project regarding the proposed secondary access road as they do not understand what is being proposed. Mr. Altı stated he is concerned about ecological impacts based on traffic, air quality, noise, parking and other factors.

5. CONSENT CALENDAR

a. Committee Reports (For Noting and Filing)

1) Finance and Administration Committee

(i) June 6, 2016

Approved minutes of the following meetings were included in the agenda packet for information purposes: June 6, 2016, Finance and Administration Committee; and June 6, 2016, Legal, Government and Environmental Affairs Committee.

2) Legal, Government and Environmental Affairs Committee

(i) June 6, 2014

b. Commission Minutes (For Approval)

1) June 20, 2016

Draft minutes of the June 20, 2016, Commission meeting were included in the agenda packet for review and approval.

c. Treasurer's Reports

1) April 2016

At its June 20, 2016, meeting the Finance and Administration Committee voted unanimously (3-0) to recommend that the Commission note and file the April 2016 Treasurer's Report.

d. Corrective Utility Easement Deeds and Traffic Loop Detector Easement Deed for Regional Intermodal Transportation Center

Staff requested the Commission's approval and authorization for the Executive Director to execute and submit to the City of Burbank ("City") Corrective Utility Easement Deeds for certain utilities and a new Traffic Loop Detector Easement Deed located at the RITC (Regional Intermodal Transportation Center). Once approved by the Commission, the documents will be submitted to the City for administrative processing and recording with the County of Airport.

Staff reported these documents constitute the last remaining documentation required prior to the issuance of a final Certificate of Occupancy and are Corrective Easement Deeds in favor of the City which reflect the revised location of the following utilities at the RITC; (i) Electrical Utility,

(ii) Potable Water Main, (iii) Reclaimed/Recycled Water, and (iv) Sewer. Additionally, a new easement deed has been prepared to reflect the installation and location of the traffic loop detector installed for the new traffic signal at the intersection of Hollywood Way and Avon Street.

Staff noted this is the last remaining requirement to be concluded in order to receive a final Certificate of Occupancy for the RITC.

MOTION

Commissioner Wiggins moved approval of the Consent Calendar, seconded by Commissioner Brown.

MOTION APPROVED

The motion was approved by the following vote:

AYES: Commissioners Brown, Adams, Friedman, Sinanyan, Wiggins, Tornek and Selvidge

NOES: None

ABSENT: Commissioners Sinanyan and Madison

6. ITEMS FOR COMMISSION APPROVAL

- a. **Certification of Replacement Terminal Project Environmental Impact Report, Adoption of California Environmental Quality Act Findings, Adoption of Mitigation Monitoring and Reporting Program, and Adoption of Statement of Overriding Considerations; Approval of Development Agreement with City of Burbank, Approval of Modification of Adjacent Property Easement Agreement with City of Burbank, and Approval of City of Burbank Conditions of Approval**

Staff introduced David Full of RS&H, who is the Project Manager for the Replacement Terminal Environmental Impact Report. Mr. Full reviewed the background and process for publishing the Draft EIR and discussed with the Commission the changes between the Draft EIR and the Final EIR. These changes are identified by page number in Appendix N to the Final EIR and include an historical context master response regarding aircraft noise and air-quality impacts; new project design features requested by the South Coast Air Quality District and the City of Burbank ("City"); revised mitigation measures in terms of the intersection improvements; a revised Air Quality Emissions Analysis to ensure consistency due to changes to the traffic model; and an updated Traffic and Transportation Analysis. Mr. Full noted there is also a change in several of the impacts for the Adjacent Property Full-Size Terminal Option, stating there are three intersections that are significantly affected prior to mitigation instead of the five identified in the Draft EIR and an agreement with the City with respect to these intersection improvements.

Authority Counsel David Snow discussed the CEQA (California Environmental Quality Act) aspects of the replacement terminal project and stated that the CEQA findings include statements that the public was afforded ample opportunity to comment on and review the EIR; changes addressed in the Mitigation Monitoring Reporting program have been made in the project to address

significant impacts; various alternatives that were considered; and a statement that the Final EIR is adequate and was prepared in full compliance with CEQA.

Staff reviewed highlights of the Development Agreement between the City of Burbank and the Airport Authority as well as between the Cities of Glendale and Pasadena. Staff stated that the Authority will receive the following under the 20-year-term Development Agreement: a vested right to build an Adjacent Property full-size terminal option or a Southwest Quadrant full-size terminal option; a vested right to General Plan and Zoning designations for all Authority property; a vested right to interpretation of Airport Zone permitted uses; a 15% parking tax cap until the replacement terminal opens; alternative development review; clarity on uses permitted by right in the Airport Zone; and the ability to choose either of two locations to build the replacement terminal.

Staff reported that in exchange for giving these vested rights to the Airport, the City of Burbank will receive eight permanent new supermajority vote requirements through an amendment to the Joint Powers Agreement ("JPA"), will receive parking tax flexibility, subject to voter approval, which, at the current revenue level, means that each 1% increase in the parking tax represents approximately \$200,000 going directly to the City of Burbank's General Fund; and under Section 4.8 of the Development Agreement, the City of Burbank will act as the Building Official with certain provisions.

In addition, Staff reported that the Development Agreement provides for an alternative development review process with regard to the terminal and parking structures which requires a minimum of six public design workshops, with no more than one per month. Staff must provide the Burbank City Council and every Burbank household notice of this design process and a schedule for community meetings. Staff noted this is intended to ensure that Burbank residents have a voice in assisting to make sure the new terminal building speaks well of the City of Burbank.

Staff stated that other provisions under the Development Agreement include: the Authority will commit to supporting legislation authorizing a lawful imposition of a mandatory curfew for the Airport; the Authority will be eligible for a demolition credit; and the Authority will indemnify the City of Burbank against any challenge to the CEQA findings.

Staff discussed Exhibits A through L to the Development Agreement, describing each exhibit to the Commission.

Important dates discussed by Staff are the Commission's July 11 meeting at which the Commission will vote on certifying the EIR and approving the Development Agreement; July 13, an ALUC (Airport Land Use Commission) public hearing in consideration of consistency with the Los Angeles County Airport Land Use Compatibility Plan; July 25 and, if necessary, July 26, when the Burbank City Council will meet and hold public hearings in consideration of the first reading of an ordinance which would approve the Development Agreement and all of the other associated legal documents; August 1, Burbank City Council consideration of adoption of the ordinance and calling of Measure B election; August 9, the deadline for the City Council to call a Measure B election; November 8, 2016, Measure B election; and February 7, 2017, effective date.

Staff recommended that the Commission approve Authority Resolution No. 469, which certifies the EIR; adopts CEQA findings; adopts a Mitigation Monitoring and Reporting Program; and adopts the Statement of Overriding Considerations.

Staff also recommended that the Commission approve Authority Resolution No. 470, which approves the Development Agreement, Easement Modification, and Conditions of Approval.

MOTION

Commissioner Wiggins moved that the Commission adopt Resolution No. 469 and Resolution No. 470.

DIVISION OF MOTION

President Quintero divided the motion between Resolution No. 469 and Resolution No. 470.

Commissioner Wiggins moved that the Commission adopt Resolution No. 469, seconded by Commissioner Brown.

MOTION APPROVED

The motion was approved by the following vote:

AYES: Commissioners Brown, Adams, Friedman, Sinanyan, Quintero, Wiggins, Tornek and Selvidge

NOES: None

ABSENT: Commissioner Madison

MOTION

President Quintero called for a motion to adopt Resolution No. 470.

Commissioner Adams moved that the Commission adopt Resolution No. 470; Commissioner Wiggins seconded the motion.

MOTION APPROVED

The motion was approved by the following vote:

AYES: Commissioners Brown, Adams, Friedman, Sinanyan, Quintero, Wiggins, Tornek and Selvidge

NOES: None

ABSENT: Commissioner Madison

b. Award of Contract/ Authorizations/Approvals, Project Number E15-01, Runway 8/26, Rehabili- tation Project

Staff presented to the Commission a proposed contract for the rehabilitation of the east-west runway, Runway 8/26, noting that the design for this project has already been completed; Phase 2A of this project consists of the construction phase only.

Staff provided background regarding the competitive bid process and stated that bids were publicly opened on May 26, 2016, with four contractors submitting bids ranging from \$8,098,985 to \$9,731,712.40. The low bidder was PALP, Inc., dba Excel Paving Company ("Excel Paving") with a bid of \$8,098,985.

The Authority's staff DBE Liaison evaluated each bid as it pertained to DBE participation and mandatory pre-bid conference attendance and confirmed that each bidder who did not achieve the Authority's DBE participation goal of 14% provided evidence of "good faith" efforts as defined by 49 CFR Part 26.53. The DBE Liaison concluded that all of the bidders engaged in good faith efforts to secure DBE participation.

Separate evaluations were conducted by Staff to determine responsiveness to the bid documents and whether there were any bid deviations. Staff determined that all bids were responsive and that each bidder bid the entirety of the project scope.

On June 15, 2016, Staff received a bid protest from the second low bidder, C. A. Rasmussen, contending that Excel Paving's bid was non-responsive for failing to reach the DBE goal and failing to perform a good faith effort to do so. Following the Executive Director's evaluation of the protest, Excel's written response to the bid protest, and a memorandum from the DBE Liaison describing the basis for finding that Excel had satisfied the good faith efforts requirement, the Executive Director rejected the bid protest.

Staff and the DBE Liaison answered various questions from the Committee regarding this project, and, Staff noted this is the first federally funded project subsequent to the Commission's adoption and implementation of the FAA-approved DBE program in April 2016.

At the July 7, 2016, Operations and Development Committee meeting, the Committee voted unanimously (3–0) to recommend that the Commission recommend to the Commission that it: (i) award a construction contract in the amount of \$8,8098, 985 to Excel Paving for the construction of Phase 2A of the Runway 8/26 rehabilitation project; (ii) authorize the issuance of a work order to the existing professional services agreement with RS&H for a lump-sum amount of \$875,782 for designer of record construction administration services, on-site technical services, inspection and materials testing; (iii) approve the development of TBI Force Account, including in-house consultants for project/ construction management services, field observation and security for a not-to-exceed amount of \$550,000; and (iv) authorize the establishment of a project aggregate contingency of \$600,000

MOTION

Commissioner Brown moved approval of the Operations and Development Committee's recommendation, seconded by Commissioner Sinanyan seconded the motion.

MOTION APPROVED

The motion was approved by the following vote:

AYES: Commissioners Brown, Adams, Friedman, Sinanyan, Quintero, Wiggins, Tornek and Selvidge
NOES: None
ABSENT: Commissioner Madison

c. Award of Non-exclusive Concession and Lease Agreement to Brickandmortar.me, Inc., for Specialty Retail

Staff discussed with the Commission a proposed non-exclusive concession and lease agreement with BRICKANDMORTAR.ME, INC., doing business as "Up Pup N' Away," a specialty retailer selling products for pets and their owners. This retail kiosk will be located at Gate A-2 in the East Concourse.

Key components of the proposed agreement include the following: 36 sq. ft. of retail concession space adjacent to the Gate A-2 holdroom area; initial one-year term commencing August 1, 2016; minimum annual guarantee of \$1,250 per month, adjusting annually; space rent of \$648 per year; and a security deposit of three months' rent. Staff noted that both MAG (Minimum Annual Guarantee) and space rent will be adjusted annually at a minimum of 3%.

At the June 20, 2016, Finance and Administration Committee meeting, the Committee voted unanimously (3–0) to recommend that the Commission approve the proposed non-exclusive concession and lease agreement and authorize the Authority President to execute same.

MOTION

Commissioner Adams moved approval of the recommendation from the Finance and Administration Committee, seconded by Commissioner Brown.

MOTION APPROVED

The motion was approved by the following vote:

AYES: Commissioners Brown, Adams, Friedman, Sinanyan, Quintero, Wiggins, Tornek and Selvidge
NOES: None
ABSENT: Commissioner Madison

7. ITEMS FOR COMMITTEE ACTION**a. Election of Officers**

Authority Counsel Terence Boga was called upon to conduct the election of officers.

Prior to beginning the election of officers, on behalf of the Commission, Commissioner Wiggins presented a plaque to outgoing President Quintero in recognition and appreciation of his leadership and service during the past year.

President

Mr. Boga called for nominations for the Office of President. Commissioner Brown nominated Commissioner Wiggins for President, seconded by Commissioner Friedman.

There were no other nominations and nominations for President were closed. Commissioner Wiggins was elected President for a one-year term by the following vote:

AYES: Commissioners Brown, Adams, Friedman, Sinanyan, Quintero, Wiggins, Tornek and Selvidge
NOES: None
ABSENT: Commissioner Madison

Vice President

Commissioner Adams nominated Commissioner Sinanyan for Vice President, seconded by Commissioner Brown. Commissioner Quintero noted that, in the rotation of the office of President among the tri-cities, a Pasadena Commissioner would be in line to be elected to the office of Vice President as the Vice President position normally would move forward to the position of President in the next election.

Commissioner Adams withdrew his motion to nominate Commissioner Sinanyan and Commissioner Wiggins then nominated Commissioner Tornek for Vice President, seconded by Commissioner Brown.

There were no other nominations and nominations for Vice President were closed. Commissioner Tornek was elected Vice President for a one-year term by the following vote:

AYES: Commissioners Brown, Adams, Friedman, Sinanyan, Quintero, Wiggins, Tornek and Selvidge

NOES: None

ABSENT: Commissioner Madison

Secretary

Commissioner Adams nominated Commissioner Sinanyan for Secretary, seconded by Commissioner Brown.

There were no other nominations for Secretary and nominations were closed. Commissioner Sinanyan was elected Secretary for a one-year term by the following vote:

AYES: Commissioners Brown, Adams, Friedman, Sinanyan, Quintero, Wiggins, Tornek and Selvidge

NOES: None

ABSENT: Commissioner Madison

Assistant Secretary, Treasurer, and Auditor

Mr. Boga noted that although it is not required by the Joint Powers Agreement, traditionally, at the Authority's annual election an Assistant Secretary, which historically has been the Executive Director; a Treasurer; and an Auditor are selected. There were no objections to the Executive Director's being nominated for Assistant Secretary, and Mr. Boga called for nominations for Treasurer and Auditor.

Commissioner Sinanyan nominated Commissioner Selvidge for Treasurer; Commissioner Tornek seconded the nomination. There were no other nominations for Treasurer.

Commissioner Friedman nominated Commissioner Adams for Auditor, seconded by Commissioner Brown. There were no other nominations for Auditor.

Nominations were closed and by the following vote the three nominees were selected to serve as follows: Executive Director Feger, Assistant Secretary; Commissioner Selvidge, Treasurer; and Commissioner Adams, Auditor:

AYES: Commissioners Brown, Adams, Friedman, Sinanyan, Quintero, Wiggins, Tornek and Selvidge

NOES: None

ABSENT: Commissioner Madison

Newly-elected President Wiggins assumed the chair and thanked the Commission for its trust and support.

b. Appointment of Committees

1) Standing Committees

Standing committees assignments were unchanged and remain as follows:

Operations and Development Committee:

Commissioners Brown, Sinanyan and Selvidge

Finance and Administration Committee:

Commissioners Tornek, Friedman and Adams

Legal, Government and Environmental Affairs Committee:

Commissioners Wiggins, Quintero and Madison

2) Appointment of Ad Hoc Committee for Airport Police Memorandum of Understanding ("MOU") Negotiations

Commissioner Wiggins proposed that Burbank Commissioner Brown, Glendale Commissioner Sinanyan and Pasadena Commissioner Selvidge serve on this new ad hoc committee.

There were no objections and the Commission concurred with Commissioner Wiggins' proposal.

8. ITEMS FOR COMMISSION INFORMATION

a. May 2016 Passenger/Cargo Statistics and Parking Information

Staff presented the Passenger/Cargo Statistics and Parking Information for the month of May 2016 and reported that May was a strong month, with every carrier serving the Airport reporting increased seat capacity throughout the month with the exception of JetBlue.

Staff presented parking information in a new format using Prezi, an animated presentation software application. Staff reported that May 2016 results increased 1.9% year over year and the \$3 transaction activity in the parking structure in May increased by 42% year over year, which Staff reported is most likely due to TNC transactional activity.

Staff discussed the parking lot rate increases for Valet, the parking structure and Lot E which were instituted on May 16, 2016 and stated it believes a 90-day period will be necessary to accurately determine the effectiveness of the increases.

Staff updated the Commission regarding the parking vendor RFP process and reported that oral interviews have been conducted with four candidates.

Point of Order

Several Commissioners commented on the review process and Commissioner Tornek raised a point of order as the RFP for a new parking vendor was not agendaized for the Commission meeting. Commissioner Tornek suggested that this item be agendaized for a future Operations and Development Committee meeting for its review and recommendation to the Commission. President Wiggins concurred with this suggestion and, there being no objection, the item will be referred to the Operations and Development Committee.

9. CLOSED SESSION

The meeting recessed to closed session at 10:52 a.m. to discuss items listed on the closed session agenda as follows:

10. CLOSED SESSION

**a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(California Government Code Section 54956.8)**

Property:	B-6 Adjacent Property (Part of the former Lockheed Plant B-6 Property located in the City of Burbank adjacent to the Bob Hope Airport and roughly bounded by Hollywood Way, parts of Cohasset Street (Los Angeles), and Winona Avenue)
Authority Negotiator:	Executive Director
Negotiating Party:	City of Burbank
Under Negotiation:	Price and Terms of Payment for the Sale, Exchange or Lease of Easements and Use Restrictions

**b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation (California Government Code Section 54956.9(d)(2)): One potential case. Facts and Circumstances: FAA Runway Safety Area Determinations**

**c. THREAT TO PUBLIC SERVICES OR FACILITIES
(California Government Code Section 54957(a))**

Consultation with Director, Public Safety

**d. PUBLIC EMPLOYEE APPOINTMENT
(California Government Code Section 54957(b))**

Title: Executive Director

**e. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(California Government code Section 54957(b))**

1) Title: Executive Director

2) Title: Senior Deputy Executive Director

**Meeting Reconvened to
Open session**

The meeting reconvened to open session at 11:40 a.m. with the same Commissioners present.

Staff announced that no reportable action was taken in closed session.

11. ADJOURNMENT

There being no further business, the meeting was adjourned at 11:40 a.m.

Zareh Sinanyan, Secretary

Date

Bill Wiggins, President

Date

Subject to Approval

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

MONDAY, JULY 18, 2016

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 Wiggins.

- | | |
|--|---|
| 1. PLEDGE OF ALLEGIANCE | Police Chief Skvarna led the assembly in the recitation of the Pledge of Allegiance to the Flag. |
| 2. ROLL CALL | |
| Present: | Commissioners Brown, Adams, Friedman (arrived at 9:05 a.m.), Sinanyan, Wiggins, Quintero, Madison (via teleconference), Tornek (arrived at 9:05 a.m.) and Selvidge |
| Absent: | None |
| Also Present: | Dan Feger, Executive Director, and John Hatanaka, Senior Deputy Executive Director |
| | Airport Authority Counsel: Tom Ryan of McDermott, Will & Emery, and Terence R. Boga of Richards, Watson & Gershon |
| 3. APPROVAL OF AGENDA | There being no objection, the agenda was approved. |
| 4. PUBLIC COMMENT | Mark Barton of Burbank, commented on the logo design for the Hollywood Burbank Airport, stating it is important to have a "down to earth" design that tells the story quickly. |
| 5. ITEMS FOR COMMISSION APPROVAL | |
| a. Reaffirmation and Clarification of Noise Rules, Voluntary Curfew, and Support for Mandatory Curfew | Staff discussed with the Commission proposed Authority Resolution No. 471, Reaffirming, Clarifying and Restating the Bob Hope Airport's Noise Rules, Voluntary Nighttime Curfew and Ongoing Support for a Mandatory Nighttime Curfew and Making a Determination Pursuant to CEQA (California Environmental Quality Act). Staff reported that Resolution No. 471 will be referenced in the Joint Powers Agreement amendment which the Cities of Burbank, Glendale and Pasadena must act upon in accordance with the new Development Agreement. |
| | Staff noted there are seven components to Resolution No. 471: Section 1, Statement of Purpose and Intent; |

Section 2, the actual CEQA Determination; Section 3, the Airport Noise Rules; Section 4, the Airport's Voluntary Curfew; Section 5, a reiteration of the Authority's support for congressional change to allow implementation of a mandatory curfew; Section 6, certification of the adoption of Resolution No. 471; and Section 7, a statement that the resolution shall be effective upon adoption.

In response to a question from the Commission regarding the basis for adopting the proposed resolution, Authority Counsel Ryan stated that included in the Conceptual Term Sheet and in the Development Agreement as one of the eight protections provided by the Authority to the City of Burbank is that, going forward, the Noise Rules and the manner in which they are enforced will not be changed except through a supermajority vote of the Commission.

Motion

Commissioner Brown moved approval of the adoption of Authority Resolution No. 471; Commissioner Brown seconded the motion.

Motion Approved

The motion was approved by the following vote:

AYES: Commissioners Brown, Adams, Friedman, Sinanyan, Quintero, Wiggins, Tornek and Selvidge
NOES: None
ABSENT: Commissioner Madison

6. CLOSED SESSION

The Commission recessed to closed session at 9:12 a.m. to discuss the items listed on the closed session agenda as follows:

- a. THREAT TO PUBLIC SERVICES OR FACILITIES
(California Government Code Section 54957(a))

Consultation with Director, Public Safety

- b. PUBLIC EMPLOYEE APPOINTMENT
(California Government Code Section 54957(b))

Title: Executive Director

**Meeting Reconvened to
Open session**

The meeting reconvened to open session at 9:40 a.m. with the same following Commissioners present: Adams, Friedman, Sinanyan, Wiggins, Quintero, Tornek and Selvidge.

Commissioner Wiggins announced that no reportable action was taken in closed session.

7. ADJOURNMENT

There being no further business, the meeting was adjourned at 9:40 a.m.

Zareh Sinanyan, Secretary

Date

Bill Wiggins, President

Date

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

MONDAY, AUGUST 1, 2016

A meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order this date in the Los Angeles Marriott Burbank Airport Hotel, 2500 Hollywood Way, Vine Room A&B, Burbank, California, at 8:38 a.m., by President Wiggins.

1. PLEDGE OF ALLEGIANCE

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

2. ROLL CALL

Present:

Commissioners Brown, Adams, Friedman (arrived at 8:41 a.m.), Sinanyan, Quintero, Wiggins, Tornek and Selvidge.

Absent:

Commissioner Madison

Also Present:

Staff: Dan Feger, Executive Director

3. APPROVAL OF AGENDA

Chairman Brown moved approval of the agenda, seconded by Commissioner Adams. There being no objection, the agenda was approved (7-0) with two Commissioners absent.

4. PUBLIC COMMENT

There were no public speakers.

**5. ITEMS FOR COMMISSION
APPROVAL**

**a. Measure B Election Cost
Reimbursement**

The City of Burbank ("City") is seeking reimbursement from the Authority for the costs charged by the County for conducting a Measure B election this November. The County has given the City a \$119,000 estimate for the cost of including eight pages of materials regarding Measure B in the consolidated sample ballot pamphlet. This amount is based on the following estimated statistics: 63,556 registered voters; 21,121 permanent vote-by-mail voters; 54 precincts; and three other jurisdictions sharing the pro-rated costs. The final cost will depend on whether any of these factors change and whether there are unanticipated increases in labor rates and materials costs.

The City also is seeking reimbursement from the Authority for the cost charged by Martin and Chapman, the City's election vendor, for preparation and mailing to voters of a supplemental informational booklet containing ten pages of materials related to the ballot measure. Martin and Chapman has given the City a \$74,200 cost estimate, which is based on \$57,000 for the booklet and \$17,200 for postage. Staff believes it is important for the City and the Authority to work together on the preparation of this informational booklet.

Collectively, the Measure B election cost reimbursement for the City currently is estimated to be \$193,200. Staff believes that providing this cost reimbursement is in the Authority's interest because it fulfills the commitments that have been made to the public that the City will not bear any of the cost of the Replacement Terminal Project.

MOTION

Commissioner Brown moved approval of the Item, seconded by Commissioner Adams.

MOTION APPROVED

The motion was approved (7-0) with one Commissioner absent.

6. CLOSED SESSION

The meeting recessed to closed session at 8:45 a.m. to discuss items listed on the closed session agenda as follows:

- a. **PUBLIC EMPLOYEE APPOINTMENT**
(California Government Code Section 54957(b))

Title: Executive Director

- b. **CONFERENCE WITH LABOR NEGOTIATORS**
(California Government code Section 54956)

- 1) Authority Representative: John Green
Unrepresented Employee: Executive Director

Meeting Recessed For Lunch

The meeting recessed for lunch at 12:00 p.m.

Meeting Reconvened to Closed Session

Following the lunch break, the meeting reconvened to closed session at 12:45 p.m. with the following Commissioners present: Brown, Adams, Friedman, Quintero, Wiggins, Tornek and Selvidge.

Commissioner Tornek left the meeting at 3:35 p.m. during closed session.

Meeting Reconvened to Open Session

The meeting reconvened to open session at 3:45 p.m. Commissioner Wiggins announced that no reportable action was taken in closed session.

7. ADJOURNMENT

There being no further business, the meeting was adjourned at 3:45 p.m.

Zareh Sinanyan, Secretary

Date

Bill Wiggins, President

Date

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 15, 2016**

**SHORT TERM PARKING SPACE RESERVATION AGREEMENT
CENTERSTAGING, LLC**

SUMMARY

At the July 11, 2016, meeting of the Finance and Administration Committee, the Committee voted unanimously (3–0) to recommend to the Commission that it approve a proposed Short Term Parking Space Reservation Agreement ("Agreement") with CenterStaging, LLC ("Center Staging") for 109 spaces in Parking Lot B located off Winona Avenue. Center Staging has requested to use parking spaces on a daily basis. Payment for these parking spaces will be in arrears rather than in advance, and is subject to the City of Burbank's transient parking tax.

BACKGROUND

Center Staging is a rehearsal facility specializing in product and tech support for television and live performances. It is located on Winona Avenue across the street from Lot B.

Center Staging is currently in the process of building an underground parking facility and in May 2016 Center Staging approached Staff with a request for parking due to a need for additional immediate parking spaces. Staff proposed the Lot B location and subsequently negotiated the terms found in the Agreement.

The use of the proposed parking lot stalls will be limited to the parking of motor vehicles and will be subject to the City of Burbank's transient parking tax, which will be remitted by the Burbank-Glendale-Pasadena Airport Authority.

DETAILS

The key components of the proposed Agreement are as follows:

<u>Premises:</u>	109 parking stalls in Lot B, located off Winona Avenue
<u>Use:</u>	Parking of motor vehicles
<u>Term:</u>	Ongoing daily parking
<u>Revenue:</u>	Daily Rate of \$1.59/per stall/per day; monthly aggregate of \$5,199.20; subject to City of Burbank's Transient Parking Tax
<u>Adjustments:</u>	Parking Fee subject to annual escalation of 3%
<u>Termination:</u>	Termination may be invoked by either party by delivering thirty (30) days' prior written notice

IMPACT ON REVENUE

The proposed Agreement is expected to generate approximately \$5,199.20 per month, with total expected gross revenue of \$62,390.40 per year.

RECOMMENDATION

At the July 11, 2016, Finance and Administration Committee meeting, the Committee voted unanimously (3—0) to recommend to the Commission that it approve the Agreement with Center Staging as described above and authorize the Authority President to execute same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 15, 2016**

**SECOND AMENDMENT TO
NON-EXCLUSIVE LICENSE AGREEMENT FOR
VAN NUYS SKYWAYS, INC., dba MILLION AIR BURBANK**

SUMMARY

At the July 11, 2016, meeting of the Finance and Administration Committee ("Committee"), the Committee voted unanimously (3-0) to recommend to the Commission that it approve the Second Amendment to the Non-Exclusive License Agreement ("Non-Exclusive Agreement") with Van Nuys Skyways, Inc., dba Million Air Burbank, ("Million Air") which allows for into-plane fueling and ramp services at Hollywood Burbank Airport. The second amendment will extend the term of the Non-Exclusive Agreement from August 1, 2016, to July 31, 2026, which would be concurrent with the term of Million Air's Non-Exclusive Lease and Concession Agreement ("Lease Agreement").

BACKGROUND

Million Air has had a presence at the Hollywood Burbank Airport since July 2003, when it assumed FBO responsibilities upon Media Aviation's relinquishment of its Master Lease with the Burbank-Glendale-Pasadena Airport Authority ("Authority").

In July 2003 Million Air entered into a Lease Agreement to lease Building 36 and associated ramp areas. This Lease Agreement also provided Million Air with exclusive rights to fuel the Clybourn Complex studio hangars and provide ramp services to those hangars.

Through a separate Non-Exclusive Agreement, which was executed in July 2003 and is set to expire on July 31, 2016, the Authority also gave Million Air the non-exclusive right to provide fuel and ramp services at other areas of the airport.

In November 2014 Staff executed a fifth amendment to the Lease Agreement with Million Air, extending the term to July 31, 2026. The fifth amendment, however, did not extend the term of the Non-Exclusive Agreement that would otherwise give Million Air the non-exclusive right to provide fuel and ramp services to other areas of the Airport.

The proposed action extends the term of the Non-Exclusive Agreement from August 1, 2016, to July 31, 2026, to align with the term of the Lease Agreement.

DETAILS

Key components of the proposed second amendment to the Non-Exclusive Agreement are as follows:

<u>Term:</u>	Extension until July 31, 2026
<u>Use:</u>	Into-plane fueling and ramp services
<u>Fee:</u>	\$.05 per gallon

IMPACT ON REVENUE

This Amendment is expected to be revenue-neutral to the Authority's operating budget.

RECOMMENDATION

At the July 11, 2016, meeting of the Finance and Administration Committee, the Committee voted unanimously to recommend that the Commission approve the proposed second amendment to the Non-Exclusive License Agreement with Million Air as described above and authorize the Authority President to execute same.

**SECOND AMENDMENT TO NON-EXCLUSIVE
LICENSE AGREEMENT**

This SECOND AMENDMENT TO NON-EXCLUSIVE LICENSE AGREEMENT (the "Second Amendment") is dated as of _____, 2016 and is entered into by and between the BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a public entity formed under a joint exercise of powers agreement among the Cities of Burbank, Glendale and Pasadena, California, pursuant to the California Joint Exercise of Powers Act ("Authority") and VAN NUYS SKYWAYS, INC., a California corporation (dba "Million Air Burbank") ("Licensee").

A. Authority and Licensee entered into a Non-Exclusive License Agreement Covering Into-Plane Fueling and Ramp Services at Bob Hope Airport dated July 7, 2003 and amended it by a First Amendment dated April 17, 2006 (the "License"). Capitalized terms used but not defined in this Second Amendment shall have the meaning set forth in the License

B. Licensee and Authority desire to extend the term of the License.

THEREFORE, the parties hereto agree as follows:

1. **Term.** The term of the License is extended to July 31, 2026 (unless terminated earlier by Authority pursuant to the terms of the License).

2. **Counterparts.** This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

3. **Authorization.** Authority and Licensee represent and warrant to each other that each has the full power and authority to enter into this Second Amendment and the persons signing on behalf of each are authorized to do so.

4. **Conflict of Terms: Force and Effect.** In the event of any conflict between the terms of this Second Amendment and the terms of the License, the terms of this Second Amendment shall control. Subject to the terms of this Second Amendment, the License is hereby confirmed and ratified and shall continue in full force and effect as provided therein.

IN WITNESS WHEREOF, Authority and Licensee have caused this Second Amendment to be duly executed as of the day and year first written above.


"AUTHORITY"

BURBANK-GLENDALE-PASADENA AIRPORT
AUTHORITY,
a Joint Powers Authority

By: _____
Print Name: _____
Title: _____

"LICENSEE"

VAN NUYS SKYWAYS, INC.,
a California corporation

By:  _____
Print Name: Harold G. Lee
Title: President

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 15, 2016**

REVISED REPLACEMENT TERMINAL PROJECT LABOR AGREEMENT

SUMMARY

Staff seeks Commission approval of a revised Project Labor Agreement ("PLA") with the Los Angeles/Orange Counties Buildings and Construction Trades Council ("Trades Council") for the replacement terminal project. At the request of Operating Engineers (Local 12), one provision of the exclusions has been revised to preclude non-signatories from performing on-airport maintenance of leased equipment.

BACKGROUND

On June 20, 2016, the Commission approved a PLA with the Trades Council. The Trades Council subsequently submitted the PLA to its constituent craft councils and local unions for execution. During that process, Operating Engineers (Local 12) objected to Section 2.4.7 on page 4 of the PLA, which lists one of the items that is excluded from the scope of the agreement.

Originally, Section 2.4.7 excluded the following: "Maintenance of leased equipment and on-site supervision of such work." The stated reason for the objection was that non-signatories should not be permitted to perform on-airport maintenance of leased equipment. Operating Engineers (Local 12) has requested that this provision be rewritten to read as follows: "All off-site maintenance of leased equipment and on-site supervision of such maintenance work." A revised PLA has been prepared to incorporate this new language, to reflect the new approval date and the change in the presidency of the Commission, and to clarify the Craft Request Form in Attachment C of the agreement. All of these changes are shown on the redline attached as Exhibit A.

STAFF RECOMMENDATION

Staff recommends that the Commission approve the revised PLA with the Trades Council and authorize the President to execute the agreement on the Authority's behalf after execution by the Trades Council and its craft councils and local unions.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 15, 2016**

RITC ART PANELS PROJECT

SUMMARY

With the recommendation of the Legal, Government, and Environmental Affairs Committee ("Committee"), Staff seeks the Commission's concurrence with the proposed recommendations made by the Authority's art consultant, Gail M. Goldman Associates, LLC, ("Gail Goldman"), to satisfy the City of Burbank Art in Public Places ("APP") requirement for the Regional Transportation Center ("RITC") at the Hollywood Burbank Airport.

The recommendations include specific physical materials and resources needed for the production and installation of six art panels on existing tube steel structures on the Hollywood Way side of the RITC, an increase in fee for an additional \$10,000 for Ms. Goldman's services to reflect the changes in the scope of the project, and the selection of one artist to design the art that appears on each panel. The proposed budget for this project is \$325,000, to be funded through the remaining RITC project construction funds.

BACKGROUND

At its September 21, 2015, meeting, the Commission awarded a professional services agreement in the amount of \$22,500 to Gail Goldman for Authority art consultant services ("Art Consultant"). Gail Goldman was selected through a competitive Request for Proposal ("RFP") process.

Gail Goldman was engaged to act on behalf of the Authority to satisfy the City of Burbank's APP requirement for the RITC. The scope of Gail Goldman's work includes: coordinating the approval process between all of the municipal stakeholders (Airport Authority and Cities of Burbank, Glendale, and Pasadena); researching materials; overseeing artist selection; and overseeing the installation of art on the RITC art columns along Hollywood Way.

One of the Conditions of Approval for the RITC is that the entire project is subject to the requirements of the APP program with a minimum investment calculated by the City of Burbank ("City") at \$377,198. The timing of meeting the APP requirement is governed by a five-year bond posted with the City that runs from the date of receipt of a certificate of occupancy for the RITC from the City. The certificate of occupancy has not yet been issued, but is anticipated to be issued in the near future. The RITC currently operates under a temporary certificate of occupancy, issued in July, 2014.

The initial plan called for the installation of art on five of the art columns on the Hollywood Way side of RITC. The estimated cost for the installation of art on the five panels was the \$227,198 difference between the minimum investment of \$377,198 and the costs already incurred by the Authority to construct the steel art column structures (approximately \$30,000 each or \$150,000 in aggregate.) The initial amount of Gail Goldman's fee for services was based on this \$227,198 initial estimate of costs.

The City has yet to agree if it will credit the cost of those structures as part of the \$377,198 APP commitment.

PROPOSAL

At the July 11, 2016, meeting of the Committee, the Art Consultant suggested that the Authority should consider placing art on all six of the art columns that about Hollywood Way. This would make the most visible part of the RITC uniform in appearance. Initially, the Authority had planned on providing a stipend to each of the three cities, to allow them to individually select an artist and create their own artistic "statement" for their respective art column. The Art Consultant, in discussion with the art coordinators from each of the three cities, now believes that instead of this approach, only one artist be selected to provide art for all six of these columns, and that each of the three Cities have input on their respective art column. The Authority would provide input on the other three art columns. Selection of one artist would ensure that the art has a unified appearance and theme.

If the Commission and the three cities concur with the selection of only one artist, then the selection of the artist will be evaluated by a soon to be appointed, five-member Artist Selection Committee. This committee will be comprised of: one representative from each project partner as identified by the arts commission staff from the cities of Burbank, Glendale, and Pasadena; one staff member from the Hollywood Burbank Airport; and Gail Goldman.

The Authority had previously committed to providing each of the cities of Burbank, Glendale, and Pasadena with a \$50,000 stipend for the completion of one art column each that would reflect their respective cities, for a total of \$150,000 for three columns.

Instead, all of these funds would be consolidated. The Art Consultant has estimated that the cost of providing art on six art columns would be about \$315,000 in total.

Subject to the City's agreeing that the APP requirement can be met, in part, by the contribution of the steel support structures, the minimum investment of \$377,198 can be met by only using part of the steel structure cost - (\$315,000 + \$62,198). The Committee was apprised of this new estimate for the total cost of meeting the City's APP requirement.

Subsequent to the Committee meeting, Gail Goldman requested an additional \$10,000 for her consultant services above the original \$22,500 for the additional effort to develop a revised program. Based on an increase in the project budget due to the addition of a sixth panel and the increased cost of providing art on these six art columns, \$52,198 of the steel structure cost will be requested from the City to count towards the total art investment of \$377,198.

FUNDING

The estimated cost for the design, development, production and installation of the six art panels is \$325,000 (including the \$10,000 additional fee for Gail Goldman). That total is \$118,000 more than the \$207,000 the Commission originally approved for this project on September 21, 2015. The additional costs for the program are to be funded through the remaining available RITC project construction funds. A budget amendment to the FY 2016/2017 Approved Budget may be required in the future.

RECOMMENDATION

Staff seeks Commission approval of the Committee's recommendation for: the selection of art media/materials; a revised budget of \$315,000 for installing art on six columns; approval of a \$10,000 increase for Gail Goldman's services; and proceeding with the selection process for a single artist.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 15, 2016**

IMG COLLEGE, LLC, MARKETING AGREEMENT

SUMMARY

At the July 11, 2016, meeting of the Legal, Government, and Environmental Affairs Committee ("Committee"), the Committee voted 2-0 (one absent) to recommend to the Commission that it approve a proposed one-year Marketing Agreement ("Agreement") with IMG College, LLC ("IMG"), which is the official marketing representative of the Rose Bowl Operating Company ("RBOC") and the Los Angeles campus of the Regents of the University of California ("UCLA"). In June 2013 the Commission entered into an initial three-year agreement with IMG at an average annual cost of approximately \$103,000 plus signage production and installation costs; this agreement expired on June 30, 2016.

The proposed Agreement is for up to \$65,000 and includes the production expenses associated with the preparation and installation of signage at the Rose Bowl Stadium ("Stadium"), and Staff requests an additional estimated \$5,000 for the design and printing of Hollywood Burbank Airport ("Airport") specific promotional material developed for distribution at the Stadium.

While the Commission, Staff, and the Authority's branding consultants continue to develop the Airport's branding/marketing program over the next several months, Staff determined that it would be prudent to put in place a one-year interim Agreement with IMG.

IMG BACKGROUND

IMG is a leading marketing, licensing and media company that helps clients maximize the potential of their collegiate sports and on-campus properties. In June 2013 the Commission entered into an initial three-year agreement with IMG at an average annual cost of approximately \$103,000 plus signage production and installation costs. The contract provided for the designation of the Airport as a "Proud Sponsor of UCLA Athletics" and the "Official Airport of the Stadium" as well as for static and digital signage at the Stadium, signage at Pauley Pavilion, a pre-produced, 30-second radio spot on UCLA Football Radio AM-570, inclusion in print publications such as the Stadium Guide and the UCLA Football Guide, a presence on the Rose Bowl Website, and several annual social media promotions. That contract expired on June 30, 2016.

AGREEMENT DETAILS

This proposed Agreement would afford the Authority the opportunity to maintain a valuable advertising presence at the Rose Bowl Stadium ("Stadium") through a variety of recognition rights including static and digital advertising. Once the Airport's branding/marketing program is fully developed and initial implementation steps have been undertaken, Staff will work with IMG to develop a potential multi-year agreement for the Committee's consideration that maximizes IMG associated assets in order to promote the Airport through various messaging platforms.

The proposed Agreement with IMG primarily involves assets from the Rose Bowl Stadium as follows.

The Airport would be designated as a "Proud Sponsor of UCLA Athletics" and the "Official Airport of the Stadium" and Staff would be able to use Stadium marks and logos for promotional purposes. The Agreement also would provide the Authority with the following Stadium assets: three (3) 5-foot by 12-foot fixed year-round signage on the premises; exposure on ten (10) field-level LED signs during UCLA football games, permanent presence on the Rose Bowl website; inclusion in all print publications, such as the Stadium Guide; and a social media promotion. Also included in the Agreement is one (1) pre-produced 30-second spot to promote the Airport which will be aired during all UCLA football games on UCLA Football Radio AM-570 as well as the opportunity to distribute promotional marketing material to all Stadium parkers at one selected UCLA home football game.

In addition to hosting UCLA athletics events, the Stadium hosts a series of other events including the Rose Bowl Game, concerts, international soccer matches, the Americafest Fireworks Celebration, and monthly R.G. Canning Flea Markets.

FUNDING

The total expense for the proposed one-year Agreement, as well as the estimated production cost associated with the preparation and installation of the Airport signage and development of an Airport specific promotional piece for distribution at the Stadium, is \$70,000 and is included in the adopted FY 2016/2017 Budget.

RECOMMENDATION

At the July 11, 2016, meeting of the Legal, Government, and Environmental Affairs Committee, the Committee voted 2-0 (one absent) to recommend to the Commission that it approve a proposed one-year marketing agreement with IMG, authorize Staff to issue a purchase order for an amount not to exceed \$65,000 and provide up to an additional \$5,000 for promotional material to be distributed at the Stadium, and authorize the Authority President to execute the Agreement.

MARKETING AGREEMENT

Recitals:

A. Burbank-Glendale-Pasadena Airport Authority ("Company") wishes to support and obtain recognition for its support of the intercollegiate athletics teams ("Teams") and the department of intercollegiate athletics ("DIA") of the Los Angeles campus of The Regents of the University of California ("UCLA" or "University"), and to obtain the right to make accurate public statements and representations that Company is a sponsor of the Teams and the DIA ("UCLA Recognition Rights");

B. University has granted to IMG College, LLC ("IMG") certain sports marketing rights and obligations with respect to the Teams and the DIA, and IMG is the entity that will manage the marketing rights and benefits granted to Company pursuant to this Agreement with respect to the Teams and the DIA.

C. Company also wishes to support and obtain recognition for its support of the Rose Bowl Stadium ("Rose Bowl") managed by the Rose Bowl Operating Company ("RBOC"), and to obtain the right to make accurate public statements and representations that Company is the "Official Airport" of the Rose Bowl ("Rose Bowl Recognition Rights").

D. RBOC has granted to IMG certain sports marketing rights and obligations with respect to the Rose Bowl, and IMG also is the entity that will manage the marketing rights and benefits granted to Company pursuant to this Agreement with respect to the Rose Bowl.

IMG, UCLA (solely with respect to the UCLA Recognition Rights), and Company (sometimes referred to below as the "Parties" hereto) hereby agree to the above recitals and as follows:

1. Agreement Effective. This Agreement shall be effective as of date of signing ("Effective Date").

2. Term. The Term of this Agreement shall be for the period of time commencing on the Effective Date and concluding June 30, 2017, unless this Agreement is earlier terminated. The Parties agree that Company shall not have any UCLA Recognition Rights, Rose Bowl Recognition Rights or other rights after the termination or expiration of this Agreement, and Company shall (subject to provisions of this Agreement) immediately cease any use of the University's names or marks ("UCLA Marks"), the City Trademarks (as defined in Exhibit 2 (attached hereto and incorporated herein by this reference), and any other rights granted hereunder upon the expiration or termination of this Agreement.

3. Company Obligations. In consideration of the UCLA Rights, the Rose Bowl Recognition Rights, and other rights, sponsorships and promises hereunder, Company agrees to pay to IMG the amounts on the following dates:

\$65,000 in total cash

Payment Date Net Cash Invoice Amount

08/15/2016	\$27,500.00
10/15/2016	\$10,000.00 (signage installation – to be adjusted before invoice date if needed)
12/15/2016	\$27,500.00

All payments made by Company pursuant to this Agreement shall be payable to IMG and shall be deemed timely made if mailed postage prepaid on or before the dates specified in this Agreement, addressed to IMG at the address listed below (or such subsequent mailing address of which IMG notifies Company). Late payments shall be subject to interest charges of 1.5% per month (18% per year), which interest Company agrees to pay.

IMG College, LLC, Box 16533, Palatine, IL 60055

4. Compliance with Laws, Regulations and University Policies. Company agrees that it will comply, and cause each and all of its employees, contractors, agents and representatives to comply, with: (a) all applicable laws and regulations; (b) with respect to the UCLA Recognition Rights, all policies and procedures as may be adopted by UCLA or the Regents of the University of California from time to time during the Term (as provided to Company by UCLA or IMG); and (c) all then-current regulations of the National Collegiate Athletic Association ("NCAA") and the Pacific-12 Conference (or such successor conference in which UCLA is a member at that time) (as provided to Company by UCLA or IMG). This obligation includes, but is not limited to, the obligation to comply with NCAA bylaws and rules restricting the use of a student-athlete's name or likeness. Without limitation, the terms of the indemnification (Section

16.2 below) shall apply to any failure of Company to comply with applicable law, University policies and NCAA bylaws and rules.

5. UCLA and Rose Bowl Benefits. During the Term, with respect to UCLA Recognition Rights, IMG agrees that Company will receive the considerations (if any) listed in this Agreement and Exhibit 1 (attached hereto and incorporated herein by this reference). In the event that unanticipated limitations or other events preclude the availability of tickets for a particular event (such as a bowl game or tournament appearance) IMG reserves the right to substitute other comparable inventory or consideration acceptable to Company. Further, and separately, IMG and Company agree that the Rose Bowl Recognition Rights, as set forth on Exhibit 2, are subject to the additional terms and conditions also set forth on Exhibit 2. For the sake of clarification, the additional terms and conditions set forth in Exhibit 2 relate solely to the Rose Bowl Recognition Rights.

6. Grant of UCLA License. During the Term, and subject to the limitations set forth in this Agreement, IMG on behalf of UCLA hereby grants to Company a non-exclusive revocable license to use UCLA Marks in the United States in connection with the UCLA Recognition Rights as defined in the Agreement and Exhibit 1, solely in connection with accurate descriptions of Company's support of the Teams and the DIA, and for no other purpose. Except as otherwise stated in Exhibit 1, the grant of rights to use the UCLA Marks and the UCLA Recognition Rights granted herein shall not be exclusive; UCLA and IMG retain the right to grant other uses of the UCLA Marks. Company agrees that this grant does not constitute an endorsement by UCLA or IMG of any Company product or service, and that UCLA and IMG expressly disclaim any such endorsement. The UCLA Marks are and shall remain the exclusive property of The Regents of the University of California, which is the sole owner of the UCLA Marks and their associated goodwill, and Company has not acquired any right, title, interest or claim of ownership to the UCLA Marks.

7. Use of UCLA Marks on Products. Company warrants and that it shall not use the name "UCLA" or "Bruins", or any other UCLA Mark or other mark associated with The Regents of the University of California or any of its facilities (including those pertaining to UCLA) as a brand name nor affix any such UCLA Marks or names to any Company product or packaging, nor shall it permit or purport to permit others to do so, except with the prior written agreement of UCLA and the Associated Students UCLA ("ASUCLA"). All products/services bearing any UCLA Mark must be procured from companies duly licensed by The Regents of the University of California through ASUCLA or its designated licensing agency. These companies must comply with the University of California Code of Conduct for Trademark Licensees and applicable law. These promotional items will be subject to licensing royalties unless otherwise waived in writing by ASUCLA. Company acknowledges that The Regents of the University of California is the owner of such marks, that UCLA has an active, world-wide licensing program for its marks, and that it has licensed others to use such marks on or in connection with consumer products.

8. UCLA Approvals. Company shall seek, through IMG, the prior written approval of UCLA of any and all advertisements or acknowledgements and other public statements or representations to be used in connection with the UCLA Recognition Rights granted herein, in connection with the use of the names "UCLA" and/or "Bruins" or any other UCLA Marks, prior to any use, dissemination, or display thereof to the public. The parties agree that use of the phrase set forth in Exhibit 1 will be deemed acceptable, provided that the other proposed elements of the advertisement or acknowledgement are deemed to be consistent with the goal of maintaining the reputation and prestige of UCLA, as determined by the University in its sole and subjective discretion. Otherwise, UCLA reserves the right to approve or disapprove use of the "UCLA" and "Bruins" names and all other UCLA Marks in its sole and subjective discretion. UCLA (through IMG) shall approve or disapprove any proposed use of names or other marks no later than fifteen (15) business days after receipt of written materials describing in adequate detail the proposed use. If UCLA (through IMG) shall fail to approve or disapprove any such request for approval in writing within such fifteen (15) business day period, such request for approval shall be deemed NOT approved. Following approval, the UCLA Marks shall be used by Company only in the exact form, manner and context IMG has approved in writing after Company's submission.

9. Reputation and Prestige of UCLA. Company acknowledges the stature of the University of California, of which UCLA is a part, as an internationally renowned and respected institution of higher education, intercollegiate sports activities, research and public service, and agrees that it shall exercise its best efforts in its activities under this Agreement to preserve, protect and enhance the reputation and prestige of the University of California and the value of its marks. Company acknowledges that it will not have the right to utilize UCLA facilities for any purpose, except as expressly stated herein, or otherwise agreed in writing.

10. Defaults; Remedies; Rights Upon Termination or Expiration.

10.1 **Default.** In the event Company shall fail to make any payment required to be made by it hereunder or if Company shall otherwise default in the performance of any of the other material terms of this Agreement, and Company does not cure such non-payment or default within thirty (30) days following Company's receipt of written notice specifying such non-payment or default, or, if such default is such that it cannot be cured within thirty (30) days, if Company fails to commence to cure such default within such thirty (30) day period or to diligently continue to cure such default after such thirty (30) day period, or if Company becomes insolvent or bankrupt, then IMG and/or UCLA shall have the right to terminate this Agreement upon giving written notice thereof to Company and thereupon this Agreement shall be terminated immediately, but without prejudice to the rights of UCLA and IMG under this Agreement and at law.

10.2 **Following Termination/Expiration.** Upon termination or expiration of this Agreement, for any reason, Company agrees and covenants immediately to discontinue the use of all of the UCLA Recognition Rights and Rose Bowl Recognition Rights granted herein, and the use of the UCLA Marks (including without limitation the names "University of California, Los Angeles", "UCLA", and "Bruins") and the City Trademarks for any purpose. Company shall take all necessary steps, at Company's sole cost and expense, to assure that such materials are withdrawn from circulation or distribution to Company's customers and distributors as soon as possible, subject to a ninety (90) day wind-down period for previously-approved materials that have already been placed in commerce. Company shall take all necessary steps at its sole cost and expense to assure such materials are withdrawn from circulation or distribution to Company's customers and distributors as soon as possible (and not later than the conclusion of the wind-down period), it being understood that use by others, including wholesalers, retailers and distributors of such materials, shall not constitute a breach by Company hereunder.

11. **Representatives of the Parties.** The following persons shall be the contact persons for the respective entities, until notice is provided otherwise:

For Company: Executive Director: 2627 Hollywood Way, Burbank, CA 91505

For UCLA: Josh Rebholz: 325 Westwood Plaza Los Angeles, CA 90095, (310) 206-3302

For IMG College, LLC: Damon Dukakis: 10960 Wilshire Blvd., Suite 980 Los Angeles, CA 90024 Phone: (310) 825-0779; Fax: (310) 206-3837

12. **Controlling Law.** This Agreement shall be construed under the laws of the State of California.

13. **Representations and Warranties.** Company hereby represents and warrants that: (i) it has the full right and authority to enter into and fully perform this Agreement in accordance with its terms and conditions and this Agreement constitutes a valid and binding agreement of Company; and (ii) the execution, delivery and performance of this Agreement will not violate any provision of any other agreement to which Company is a party or by which it is bound. IMG and UCLA hereby represent and warrant that: each has the full right and authority to enter into and perform this Agreement in accordance with its terms and conditions.

14. **Notices.** Any notice sent pursuant to this Agreement shall be in writing and either: (i) hand delivered; (ii) transmitted by facsimile or its equivalent (provided a notice evidencing delivery is produced by the transmitting machine); or (iii) mailed by certified or registered mail, return receipt requested, postage prepaid, to the respective contact person listed in paragraph 11 above, or to such other persons or addresses as any Party may designate in writing pursuant to the provisions of this section. Any notice shall be deemed received five (5) business days after it is mailed.

15. **Waiver.** The failure of any Party hereto to exercise the rights granted it herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any additional such contingencies. With respect to the UCLA Recognition Rights, no waiver, modification or addition to this Agreement shall be valid unless made in writing and signed by all Parties hereto; provided, however, if UCLA terminates its separate agreement with IMG at any time during the term of this Agreement, UCLA will so notify Company and thereafter may modify this Agreement without the consent of IMG, and this Agreement shall remain fully binding on Company. Similarly, with respect to the Rose Bowl Recognition Rights, no waiver, modification or addition to this Agreement shall be valid unless made in writing and signed by Company and IMG.

16. Insurance and Indemnification.

16.1. Insurance. Company shall carry at all times during the Term: (i) commercial general liability insurance (including, without limitation, premises-operations, products and completed operations, contractual liability, independent contractors and personal and advertising injury) with a minimum combined single limit for each occurrence of at least One Million Dollars (\$1,000,000.00), a general aggregate of Two Million Dollars (\$2,000,000.00) and a separate products-completed operations aggregate of Two Million Dollars (\$2,000,000.00); (ii) commercial automobile liability insurance with a minimum combined single limit of at least One Million Dollars (\$1,000,000.00) for each accident; (iii) workers' compensation insurance, as required by applicable law; (iv) employer's liability insurance with minimum limits of not less than One Million Dollars (\$1,000,000.00) for each accident and One Million Dollars (\$1,000,000.00) for disease coverage for each employee and policy, and (v) umbrella liability insurance with a minimum combined single limit for each occurrence of at least Five Million Dollars (\$5,000,000.00) and an aggregate of Five Million Dollars (\$5,000,000.00). Company's automobile liability, general liability and umbrella liability policies are to (i) be written on a primary and non-contributory basis and (ii) name IMG and its parent, subsidiary and affiliated companies, including their respective directors, officers, employees and agents as additional insureds. Company shall also name (i) the Regents of the University of California, (ii) RBOC and its Board of Directors, (iii) the City of Pasadena, its City Council, and each member thereof, and (iv) the Rose Bowl tenants (as identified by RBOC from time to time), including the Tournament of Roses Association and RG Canning Enterprises, and all of the foregoing parties' respective officers, directors, affiliates, employees and agents as additional insureds. In addition, if Company uses any subcontractor(s) to perform any work related to this Agreement, then Company shall require that the subcontractor(s) maintain appropriate insurance to protect the subcontractor and all of the foregoing. A waiver of subrogation in favor of IMG and its parent, subsidiary and affiliated companies, and the Regents of the University of California, including their respective directors, officers, employees and agents should be included under the policies listed above. Company will be responsible for paying any deductible or retention under its policies. Upon request, Company shall furnish IMG, UCLA and RBOC with certificates of insurance evidencing its compliance with the provisions of this section. The insurance carrier shall have a best rating of B:VIII at a minimum.

16.2. Indemnification. Company shall indemnify, defend, and hold harmless The Regents of the University of California (solely with respect to the UCLA Recognition Rights), its officers, agents and employees, and IMG including its directors, officers, employees and agents from and against all losses, damages, liabilities, costs and expenses (including but not limited to attorneys' fees) arising from Company's performance of this Agreement, including without limitation all losses, damages, liabilities, costs and expenses (including but not limited to attorneys' fees) arising out of the allegation that Company furnishing or supplying University with software, documentation, materials components, programs, practices, or methods under this Agreement or University use of such materials, components, programs, practices and methods supplied by Company under this Agreement constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party.

17. Confidentiality. The parties agree that this Agreement, including without limitation its payment provisions, is a record subject to disclosure to members of the public upon written request pursuant to the California Public Records Act (the "Act"). Any other document exchanged between or among the parties hereto may be subject to disclosure if required pursuant to the Act.

18. In Activities Involving Risk. In the event that Company offers any activity with respect to the UCLA Recognition Rights where there is the risk of injury or harm to a participant or a participant's property then it is a material term of this Agreement that Company ensure that the University's approved form of waiver of liability is signed by the participant before the activity is commenced.

19. Survival. The provisions of Sections 4, 7, 10, 11, 12, 14, 16, 17 and 20 of this Agreement shall survive the expiration or earlier termination of this Agreement or of any expiration or earlier termination of Company's agreement with IMG.

20. Entire Understanding/Assignment/Severability. This Agreement constitutes the entire understanding among and between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements among or between the Parties, whether written or oral. Company may not assign any of its rights and obligations under this Agreement with respect to the UCLA Recognition Rights without the prior written consent of UCLA and IMG. IMG may assign its rights and obligations under this Agreement to another party with authority (granted by UCLA) to represent UCLA. In the event any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall in no way negate or diminish the validity or enforceability of any other provision herein.

The parties have accepted the terms and conditions of this Agreement, as of the Effective Date.

Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505

By: _____

Name: _____

Title: _____

Date: _____

IMG College, LLC
540 North Trade Street
Winston-Salem, NC 27101

By:  _____

Damon Dukakis
General Sales Manager

Date: 8/4/16 _____

Regents of the University of California on behalf of UCLA Athletics
325 Westwood Plaza
Los Angeles, CA 90095

By: _____

Dan Guerrero
Athletic Director

Date: _____

Exhibit 1

GRANT OF RECOGNITION RIGHTS AND OTHER RIGHTS – UCLA

The right to refer to itself as a “Proud Sponsor of UCLA Athletics” and the right to receive the following sponsorship benefits during each Contract Year:

UCLA Assets:

UCLA FOOTBALL RADIO BROADCAST NETWORK

- » *One (1) pre-produced 30-second spot to inform about Burbank Bob Hope Airport*
 - » *To run run-of-broadcast (pre-game, in-game or post-game)*
 - » *12 total regular-season broadcasts (bowl game is additional)*
 - » *May be voiced by a member of UCLA coaching staff, department administrator or radio talent at no additional cost*

LED Signage – UCLA Football

- » *Minimum of six (6) minutes of LED field signage during each UCLA football game*

Distribution Rights – UCLA Football

- » *Distribution of promotional item at one (1) UCLA football game, as mutually agreed upon, at each auto entrance as vehicles enter paid parking lots around the Rose Bowl Stadium*
 - » *Promotional item to be provided by Company at Company's expense*

I. GRANT OF RECOGNITION RIGHTS AND OTHER RIGHTS – ROSE BOWL

Category Exclusivity: Company shall have full exclusivity in the commercial airport category, with respect to the Rose Bowl Stadium.

Official Sponsor Status: Company to be designated as “The Official Airport of the Rose Bowl Stadium” and will have the right to use this designation and official marks and logos.

Logo Use: Company may use the Rose Bowl stadium logo use and “Official Airport” designation for promotional purposes as pre-approved by IMG and RBOC.

Fixed Year-Round Signage

- » Three (3) placements within the Rose Bowl concourse (Approx. 5' high x 12' wide)
- » Locations to be spread across the span of the concourse
- » Note: IMG will pay for production and installation of new signage, to be installed on or about September 1, 2016

Permanent Website Presence

- » To include logo, photo(s), text, hyperlinks, promotion of any contests/promotions

Print Publication

- » Full page within any Rose Bowl Stadium Guide and any other publications produced & distributed by the Rose Bowl stadium

Social Media Promotion

- » Rose Bowl Stadium to provide tickets to various events at the stadium to be used for contests run through Company's social media pages

II. ROSE BOWL TERMS AND CONDITIONS

Trademarks. Subject to the terms and conditions herein, IMG grants to Company a non-exclusive, revocable, non-transferable and non-sublicensable license to use the City of Pasadena (“City”) trademarks (defined below) solely in connection with its performance of its sponsorship duties during the Term of this Agreement, in the United States only. City's trademarks, service marks, identification and artwork including, without limitation, its rights in the “Rose Bowl” mark and the Rose Bowl marquee design shall be collectively referred to as the “City Trademarks”.

No authorization is granted herein to Company for use of the City Trademarks unless Company has requested such use in writing and RBOC has granted and approved such request, in its sole discretion, in writing. Company shall provide IMG and RBOC, for their review all proposed uses of the City Trademarks and examples thereof. The City Trademarks shall be used only in the exact form, manner and context as approved in writing by IMG and RBOC. Permitted uses of Trademarks may include use: on signage; in advertising or other marketing communication materials; on web sites, video clips or other mediums; or for display on promotional premiums for give away or resale. Any company manufacturing premiums must be licensed through RBOC or its trademark licensing agency. Premiums are subject to licensing royalties.

At all times, Company shall use the City Trademarks only in the form granted under this Agreement and will not use the City Trademarks in a manner likely to damage the goodwill, reputation or image of City and RBOC. Company shall not register, attempt to register or lay common law claim to any City Trademarks or any mark confusingly similar with any City Trademarks. Company hereby acknowledges that the maintenance of the reputation and quality associated with the City Trademarks requires the highest quality and utmost uniformity with respect to products and services associated with the City Trademarks and that Company's breach of such standards and failure to correct any such breaches upon notification to Company is cause for IMG to immediately terminate this Agreement and license.

Company acknowledges that the City Trademarks are and remain the exclusive property of RBOC and its affiliates and that Company's use of the City Trademarks shall inure solely to the benefit of RBOC and its affiliates. Company shall not have any right to use the City Trademarks or other identification of Rose Bowl or its affiliates without RBOC's prior

written consent. Nothing in this Agreement grants, nor shall Company acquire hereby, any right, title or interest in or to the City Trademarks or any goodwill associated therewith, other than those rights expressly granted hereunder.

Company has been informed that RBOC has used and presently is using the City Trademarks in connection with the Rose Bowl and a variety of services provided by RBOC or City and that the Tournament of Roses Association has used and presently is using certain of the City Trademarks, such as "ROSE BOWL", "THE ROSE BOWL" and the "ROSE BOWL GAME", among others, on or in connection with the events of the Tournament of Roses and a variety of products and services offered by and through the Tournament of Roses Association. Company understands and agrees that unless City otherwise agrees in writing, Company shall not use or license the trademarks, ROSE BOWL, THE ROSE BOWL, ROSE BOWL GAME or the ROSE DESIGN as it appears on the stadium marquee, in connection with any goods or services including without limitation any merchandise or promotional material which is likely to create the impression that the Rose Bowl, City, or the Tournament of Roses Association is affiliated with, has sponsored or has approved any team, activity, event, commercial product, service, advertiser or sponsor of Company. RBOC and City shall be the sole judges of what uses by Company create a likelihood of confusion, unauthorized affiliation or sponsorship.

Company shall not have the right to use the name, trademarks, service marks, identification or artwork of any Rose Bowl Stadium event sponsor without the prior written consent of said sponsor.

Production Expenses. Company shall also be solely responsible to pay production expenses associated with the preparation and installation of signage inventory, not to exceed Six Thousand Dollars (\$6,000.00) in total. IMG will present such costs for payment directly by Company or, if requested by Company, IMG will pay such expenses and reflect such costs as additional expenses to Company. If requested by either IMG or RBOC, Company shall also pay all costs of removal of signage inventory at the termination of this Agreement.

Additional Events and Exclusions. Company understands and agrees consideration paid for its Rose Bowl sponsorship rights is based on signage exclusivity only for (i) UCLA regular-season home football games and (ii) the annual Rose Bowl Game of the Tournament of Roses Association. With respect to the Rose Bowl Game, competitive signage shall be permitted as follows: (i) for the game's presenting/title sponsor; (ii) inside a private tent; (iii) for non-game-day events; (iv) in broadcast elements (television commercials and virtual advertising); (v) in game programs; (vi) on video-board scrolls; (vi) in press-conference areas; (vii) on "You are here" signage; (viii) on goal-post nets/pads; (ix) on video boards (if the conflict is due to an ESPN or BCS sponsor); and (x) inside locker rooms. Without limiting the generality of the foregoing, Company understands and agrees Temporary Competing Advertising (as defined hereinafter) may be displayed at any Additional Event (as defined hereinafter).

IMG will provide Company's Rose Bowl inventory in each Contract Year with respect to signage exclusivity at (i) all UCLA regular-season home football games and (ii) the annual Rose Bowl Game of the Tournament of Roses Association, except as otherwise specified above, as well as signage at Additional Events, except as otherwise specified below. Company acknowledges and agrees: (i) no inventory will be provided during or in association with any professional football games (including any games involving National Football League teams), provided, however, Company may purchase additional inventory from IMG separately, as/when such events are planned; (ii) no inventory will be provided during or in association with any Additional Event (a) prohibiting any/all visible advertising displays or (b) restricting visible advertising displays (including field-level signage) only to such Additional Event's sponsors; and (iii) electronic-signage inventory shall operate subject to any particular requirements of Additional Event's promoter(s) (i.e., darkening various signage for concerts, etc.).

Definitions:

1. "Additional Event" shall mean any event held at Rose Bowl other than (i) UCLA regular-season home football games or (ii) the annual Rose Bowl Game of the Tournament of Roses Association, including, but not limited to, World Cup (and other international) soccer matches, Super Bowls and Bowl Championship Series National Championship Games.
2. "Permanent Signage" shall mean any signage affixed to Rose Bowl in such manner that it cannot be readily removed, including, without limitation, any LED signage. Messages or other content flashed/played on such LED signage shall be considered permanent signage.
3. "Permanent Signage Sponsor" shall mean any Rose Bowl sponsor tied to in-stadium Permanent Signage.

4. "Temporary Advertising" shall mean any signage not classified as Permanent Signage.

5. "Temporary Competing Advertising" shall mean any Temporary Advertising tied to any sponsor considered a competitor of any Permanent Signage Sponsor.

Preparation of Promotional/Sponsorship Recognitions. IMG is responsible for providing publication space or spot advertisement locations for promotional/sponsorship recognition or advertising prepared by Company. Advertising production, video or graphics production, talent charges and service charges, if any, are not covered under this Agreement and remain Company's sole responsibility, but can be obtained for an additional service fee. Company is responsible for timely submitting to IMG its advertisements, promotional/sponsorship recognitions, graphics, LED designs, video board features or Internet displays, as applicable, for elements listed in this Agreement ("Sponsorship Materials"). Sponsorship Materials provided by or on behalf of Company shall be subject to IMG approval, which, hereunder, shall not be deemed an approval as to conformity with any federal, state or local laws or regulations. If IMG has not received the applicable Sponsorship Materials from Company for publication, distribution or display by the deadline date (which IMG shall provide Company), or if copy corrections are submitted after the deadline date, IMG shall not be obligated to publish the Sponsorship Materials or corrected Sponsorship Materials, whichever the case may be. However, IMG's failure to publish Sponsorship Materials or corrected Sponsorship Materials due to Company's failure to meet the deadline date shall in no way relieve Company of any of its obligations and duties under this Agreement, including its obligation to submit payments in full, as set forth in Section 3 of this Agreement. Company agrees to hold and save IMG, RBOC, City, and each of their parent, subsidiaries, affiliates, officers, employees and agents harmless against any and all claims, losses or damages (including reasonable attorneys' fees and expenses) arising or resulting from publication of Company's Sponsorship Materials or any parts thereof in the form or format provided, approved or requested by Company (or its agent).

Compliance. In connection with Company's activities with respect to this Agreement, Company agrees to comply with the policies, rules and regulations of both Rose Bowl and the Pacific-12 Conference (including such policies, rules and regulations IMG may provide Company from time to time during the Term), and the constitution, bylaws and rules of the NCAA (as publicly available at www.ncaa.org on the Effective Date). This obligation includes, but is not limited to, the obligation to comply with NCAA bylaws and rules restricting the use of a student-athlete's name or likeness. Company agrees to hold and save IMG, RBOC, City, and each of their parents, subsidiaries, affiliates, officers, employees and agents harmless against any and all claims, losses or damages (including reasonable attorneys' fees and expenses) arising or resulting from Company's (or its agent's) breach of the provisions of this section.

Unforeseen Events. Should IMG, due to public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, acts of God or similar reasons, including, but not limited to, mechanical breakdowns beyond the control and without the fault of IMG, be unable to perform any of its obligations hereunder, it shall not be liable to Company except to the extent of (i) providing suitable "make goods" approved by Company and IMG or (ii) allowing a *pro rata* rate reduction on Company payments under this Agreement. Company agrees that if for any reason there are any changes to the benefits to be provided it at any time during the Term, IMG, on behalf of Company, will use its best efforts to acquire similar make-good benefits as are mutually agreeable to Company and IMG. If Company and IMG are unable to mutually agree upon any such make-good benefits, then IMG will promptly give Company a *pro rata* credit (or, if necessary, a *pro rata* refund of fees already paid) for benefits not already provided hereunder.

No Assignment by Company. This Agreement is personal to Company. Neither this Agreement nor any of Company's rights shall be sold, transferred or assigned by Company without IMG's prior written approval, and no rights shall devolve by operation of law or otherwise upon any Company assignee, receiver, liquidator, trustee or other party. Any such unauthorized assignment shall be void and of no effect unless approved by IMG in writing. Subject to the foregoing, this Agreement shall be binding upon any approved assignee or successor of Company, and this Agreement shall inure to the benefit of IMG its successors and assigns.

On-Site Activity. Company shall not conduct any on-site activity at the Stadium as part of this Agreement without the prior consent of RBOC, which shall not be unreasonably withheld unless limited by the rights granted to or demands of an event promoter or sponsor.

Automatic Assignment Upon Termination of License Agreement. In the event that RBOC notifies Company that RBOC has terminated its License Agreement with IMG (entered into by IMG and RBOC, as agent for the City of Pasadena), then this Agreement shall automatically be assigned to RBOC or to a party designated in writing by RBOC

("RBOC Designee"). Company shall thereafter remain bound by the terms and conditions of this Agreement and shall remit payment in the manner designated by RBOC or the RBOC Designee. This Section may not be amended or waived in any manner whatsoever without the written approval of RBOC.

Third-Party Beneficiary. IMG and Company acknowledge and agree that RBOC and City are third party beneficiaries of this Agreement.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 15, 2016**

**AWARD OF CONTRACT/AUTHORIZATIONS/APPROVALS
PROJECT NUMBER E16-04
ENGINEERED MATERIALS ARRESTING SYSTEM REPLACEMENT PROJECT**

SUMMARY

This item has been included in the Commission's agenda subject to the review and recommendation of the Operations and Development Committee at its meeting immediately prior to the Commission meeting. Staff seeks Commission consent to:

- i) Award a construction contract in the amount of \$2,829,900 to PALP, Inc. dba Excel Paving Company ("Excel Paving") for the design/build construction of the removal and replacement of the south bed of the Engineered Materials Arresting System (EMAS);
- ii) Authorize the issuance of a Work Order to the existing professional services agreement with RS&H for a lump sum amount of \$118,129 for designer of record construction administration services, onsite technical services, and inspection;
- iii) Approve the deployment of TBI Force Account including in-house consultants for project/construction management services, field observation and security for a not-to-exceed amount of \$142,880; and
- iv) Authorize the establishment of a Project Aggregate Contingency of \$300,000 which is approximately 10% of the total project.

PROJECT DESCRIPTION AND PHASING

Staff has identified a multi-phase runway rehabilitation and EMAS program to be executed over the course of three (3) fiscal years (FY 2016, FY 2017 and FY 2018). The phases for this program are as follows:

- Phase 1 Design for Runway 8/26 Rehabilitation, Runway 8/26 EMAS and Runway 15/33 Rehabilitation – encompassed the design phase of both runway rehabilitation projects, and bridging documents for the design-build of the EMAS during Fiscal Year 2016.
- Phase 2A Runway 8/26 Rehabilitation- encompasses the construction phase of Runway 8/26 in Fiscal Year 2017.
- Phase 2B EMAS – encompasses the design-build phase of the EMAS in Fiscal Year 2017.
- Phase 3 Runway 15/33 Rehabilitation – encompasses the construction phase of Runway 15-13 which will be proposed to be a part of the Fiscal Year 2018 Capital Plan.

This project (Phase 2B) will remove and replace the existing south EMAS bed which is 150 feet in width and 170 feet in length.

BACKGROUND

In 2000 a Southwest 737 careened off the end of Runway 26 and onto Hollywood Way. In order to mitigate future such incidents, the Authority placed a "bed" that was engineered to slow an errant aircraft down greatly decreasing the potential loss of life and property by "arresting" the aircraft. This bed was constructed in 2001 with an expected minimum usable life of ten years, and was the second of its kind constructed in the country. This bed has greatly exceeded its expected life.

In 2009, the Authority expanded the EMAS to the north of Runway in conjunction with the Taxiway Delta Extension Project in order to encourage errant aircraft to deviate away from the terminal facility, and to increase the width, in the northerly direction, to mimic the width of the Runway Safety Area (which is 250 feet from the centerline of the runway). This bed was similar in engineering but a much improved product compared to the earlier bed installed in 2001. This bed to the north will remain in place, but the south bed requires replacement.

The Authority has engaged the manufacturer of this product (ESCO Zodiac) on multiple occasions to determine the ability of the bed to continue performing its intended function while applying for and securing the appropriate AIP Grant funding for its replacement, with positive results.

PROJECT DETAILS

The Authority engaged the firm of RS&H under a \$1,085,770 professional services agreement to design both the Runway 8/26 and 15-33 Rehabilitation projects along with the preparation of the bridging documents for the design-build solicitation of the EMAS component of the project. The Phase 2B EMAS Project design/build construction will encompass replacement of the existing south EMAS bed with an upgraded and new bed.

DBE PROGRAM

The "race conscious" Disadvantaged Business Enterprise ("DBE") goal of 10% was incorporated into the construction bid documents based upon the expectation for the type of contracting work involved. Note that the three-year program goal is 14%, but a particular goal is established per project, based on the types of work associated with each project and available DBE contractors that could perform that work. Staff held a mandatory pre-bid meeting and job walk on June 7, 2016 at 10:00 am in the Sky Room as a means by which disadvantaged, local, small contractors would be afforded the opportunity to meet the prime contractors intending to bid the project. An "e-blast" email was sent to several hundred contractors – General Contractors ("Primes"), DBEs, and local and Small Business Enterprises ("SBEs") in advance of the pre-bid meeting – utilizing an email list assembled during the outreach phase of the Regional Intermodal Transportation Center project.

PROCUREMENT (SOLICITATION/BID EVALUATION/RECOMMENDATION FOR AWARD)

Staff initiated the bid process on May 21, 2016, by posting bid documents, including design-bid bridging documents, on PlanetBids and advertising in the Dodge Construction News and local and minority newspapers, reaching out to DBEs and local construction companies, and providing public postings on the Internet and in the Burbank, Glendale and Pasadena city

halls. Bids were opened publicly on June 21, 2016, and three (3) contractors submitted bids with the following results:

CONTRACTOR	BID	"Good Faith" Effort	DBE %
PALP, Inc. dba Excel Paving Company (Long Beach, CA)	\$2,829,900.00	Yes	10.4%
CA Rasmussen (Valencia, CA)	\$3,478,120.00	Yes	1.4%
Karabuild (Encino, CA)	\$3,622,950.00	Yes	0%

DBE PROGRAM – BID EVALUATION

Following receipt of the bids, the Disadvantaged Business Enterprise Liaison Officer ("DBELO") evaluated the responsiveness of each bidder specifically as it pertained to DBE Participation, confirming attendance at the mandatory pre-bid conference, and further confirming that each bidder provided evidence of "good faith" efforts as defined by 49 CFR Part 26.53 in the event each was not successful attaining DBE Participation of 10%. The DBELO verified that the apparent low bidder, PALP, Inc. dba Excel Paving Company ("Excel Paving") exceeded the 10% DBE goal thus no good faith effort evaluation was required.

ENGINEERING – BID EVALUATION

The bids were evaluated by Staff to determine responsiveness to the bid documents. Staff reviewed the inventory of documentation required of each bidder and determined that all were "responsive" as 100% of the documentation requirements were received by each bidder. An additional evaluation was conducted to determine whether there were any bid anomalies and it was determined that each bidder had bid the entirety of the scope of the project.

ENGINEER'S ESTIMATE

An Engineer's Construction Estimate, prepared by RS&H estimated the construction cost for Phase 2B at \$3,200,000 (excluding contingency). The low bid was approximately 11% below the engineer's estimate.

SCHEDULE

The contractor's performance period is 90 calendar days and will commence as soon as possible following Commission approval, following receipt by Staff of all contractual prerequisites to the commencement of construction and following the issuance of a Notice to Proceed.

CONSTRUCTION ADMINISTRATION: TECHNICAL SERVICES AND TESTING

As part of the competitive selection process for the design team, RS&H was also selected to provide construction administration, and inspection and materials testing services. Those services include regular site visits, weekly progress meeting participation, materials compliance testing (quality assurance/quality acceptance), compaction testing, non-

compliance reporting, follow up on corrective action, and FAA Acceptance Testing Summary reporting. Staff negotiated Work Order #2 with RS&H in the lump sum amount of \$118,129.

FORCE ACCOUNT (TBI) / IN-HOUSE CONSULTANTS

Project and construction management, field coordination, and security is proposed to be performed by the combined TBI Engineering, Operations and Maintenance Departments and two "in-house consultants"—Azrial (Dan Lichtner) and EQLaunch (Randy Duncan)—for a budgeted amount of \$142,880, which is approximately 10% of the total project costs. These efforts will be augmented by RS&H and its subcontractors to supplement in areas where additional assistance or expertise is required.

OPERATIONS IMPACTS

Construction will primarily be performed during night shifts, with the contractor authorized to work seven (7) days a week and closures of the work area will be closely coordinated with the Runway 8/26 construction as Excel Paving will be the contractor for both projects.

FISCAL IMPACTS

The Phase 2B project is to be funded through an 80% FAA grant and 20% Passenger Facility Charges ("PFCs") with an FAA pre-application for \$5,000,000 submitted to the FAA on March 28, 2016. FAA policy requires that the Authority obtain construction bids before receiving federal grant funding. There are no fiscal impacts other than the planned utilization of airport funds for the grant matching portion of the project prior to receiving approval of PFC utilization by the FAA. The Airport will reimburse its expenses through the PFC program once the FAA has approved the requisite PFC application.

CATEGORY OF WORK	AMOUNT	% of Costs
Construction	\$2,829,900	91.6%
Construction Administration/Testing	118,129	3.8%
TBI Force Amount / In-House Consultants Construction Management	142,880	4.6%
Total – Phase 2B (excluding contingency)	3,090,909	100.0%
Project Aggregate Contingency	300,000	9.7%
Project Total (Phase 2B)	3,390,909	

The Project Aggregate Contingency of \$300,000 represents approximately 10% of the project total for Phase 2B.

BUDGET IMPACTS

The EMAS Rehabilitation Project – Phase 2B is part of the "Runway 8/26 and EMAS Project, within the Taxiway, Runways, and Roadways" section of the proposed FY 2017 (FY 2016/FY 2017) Capital Plan with an approved budget of \$5,000,000.

STAFF RECOMMENDATION

This item has been included in the Authority's agenda subject to the review and recommendation of the Operations and Development Committee at its meeting immediately prior to the Authority meeting. Staff seeks Commission consent to:

- i) Award a construction contract in the amount of \$2,829,900 to PALP, Inc. dba Excel Paving Company ("Excel Paving") for the design/build construction of the removal and replacement of the south bed of the Engineered Materials Arresting System (EMAS);
- ii) Authorize the issuance of a Work Order to the existing professional services agreement with RS&H for a lump sum amount of \$118,129 for designer of record construction administration services, onsite technical services, and inspection;
- iii) Approve the deployment of TBI Force Account including in-house consultants for project/construction management services, field observation and security for a not-to-exceed amount of \$142,880; and
- iv) Authorize the establishment of a Project Aggregate Contingency of \$300,000 which is approximately 10% of the total project.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AUGUST 15, 2016**

AIRLINE SCHEDULE ANALYSIS

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

ALASKA

Effective August 7, 2016, Alaska Airlines made a seasonal adjustment to its weekly schedule by adding one daily round-trip flight to Seattle during the daytime hours. Additionally, the carrier made an equipment adjustment by eliminating its CRJ-700 aircraft and replacing it with its larger EMB-175, servicing Portland only. This schedule adjustment will increase the noise impact area by 0.38 acres.

SOUTHWEST

As previously announced, Southwest Airlines increased its services out of Burbank with the introduction of nonstop flights to Portland effective August 7, 2016, with one round-trip flight seven days a week. This schedule change includes a decrease in services to Denver and other markets served by the carrier. The number of scheduled flight changes in arrivals and departures represents a net decrease of three weekend round-trip flights per week, as detailed below. The overall schedule change will decrease the noise impact area by 0.38 acres.

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

OVERALL IMPACT

After incorporating all schedule adjustments, the noise impact area is projected to remain the same. This schedule results in an increase of 1,660 weekly seats or a 1.42% increase from the prior schedule, leaving the revised schedule with a combined total of 118,898 available weekly seats.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY*

SCHEDULE ANALYSIS

Airline: **Alaska Airlines**

Report Date: 08/15/16

Effective Date: 08/07/16

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

Aircraft Type	Seats	Weekly Operations			Weekly Seats		
		Current Operations	Proposed Operations	Difference	Current Available Seats	Proposed Available Seats	Difference
B737-700	124	4	0	-4	496	0	-496
B737-800	157	38	56	18	5,966	8,792	2,826
CRJ-200	50	0	0	0	0	0	0
CRJ-700	70	42	0	-42	2,940	0	-2,940
EMB-175	76	0	42	42	0	3,192	3,192
Total		84	98	14	9,402	11,984	2,582

2) Discussion of the change in operations and voluntary curfew

Effective August 7, 2016, Alaska Airlines made a seasonal adjustment to its weekly schedule by adding one daily round-trip flight to Seattle during the daytime hours. Additionally, the carrier made an equipment adjustment by eliminating its CRJ-700 aircraft and replacing it with its larger EMB-175, servicing Portland only. This schedule adjustment will increase the noise impact area by 0.38 acres.

3) Change in 65 dB CNEL Impact Area - Projected to 06/30/17:

	<u>Current</u>	<u>Proposed</u>	<u>Change</u>
Acres	7.28	7.66	0.38

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

Yes
No

*Report change in noise impact area is based on published airline schedules. Actual noise impact area for the reported period may vary as a result of unanticipated changes in the number of aircraft operations or in the times of aircraft departures and/or arrivals.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY*

SCHEDULE ANALYSIS

Airline: **Southwest Airlines**

Report Date: 08/15/16

Effective Date: 08/07/16

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

<u>Aircraft Type</u>	<u>Seats</u>	<u>Weekly Operations</u>			<u>Weekly 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	646	642	-4	92,378	91,806	-572
B737-800	175	2	0	-2	350	0	-350
Total		648	642	-6	92,728	91,806	-922

2) Discussion of the change in operations and voluntary curfew

As previously announced, Southwest Airlines increased its services out of Burbank with the introduction of nonstop flights to Portland effective August 7, 2016, with one round-trip flight seven days a week. This schedule change includes a decrease in services to Denver and other markets served by the carrier. The number of scheduled flight changes in arrivals and departures represents a net decrease of three weekend round-trip flights per week, as detailed in the Staff Report. The overall schedule change will decrease the noise impact area by 0.38 acres.

3) Change in 65 dB CNEL Impact Area - Projected to 6/30/17:

	<u>Current</u>	<u>Proposed</u>	<u>Change</u>
Acres	7.66	7.28	-0.38
Is there an impact on the voluntary curfew with this schedule change?			
	Yes	No	<u>X</u>

*Report change in noise impact area is based on published airline schedules. Actual noise impact area for the reported period may vary as a result of unanticipated changes in the number of aircraft operations or in the times of aircraft departures and/or arrivals.

JUNE 2016

Hollywood Burbank Airport

REVENUE PASSENGERS	June			January - June		
	2016	2015	% Change	2016	2015	% Change
Signatory Airlines						
Alaska Airlines	38,141	36,951	3.22%	214,246	200,092	7.07%
American Airlines (US Airways)	12,135	16,665	-27.18%	76,553	84,430	-9.33%
Delta Air Lines	7,517	6,507	15.52%	42,380	36,310	16.72%
JetBlue Airways	8,348	7,525	10.94%	46,283	45,941	0.74%
SeaPort Airlines	0	1,651	-100.00%	277	7,500	-96.31%
Southwest Airlines	258,400	247,282	4.50%	1,459,762	1,450,412	0.64%
United Airlines	22,941	20,397	12.47%	124,317	106,027	17.25%
Total Revenue Passengers	347,482	336,978	3.12%	1,963,818	1,930,712	1.71%
Inbound (deplaned)	172,443	167,091	3.20%	979,947	962,177	1.85%
Outbound (enplaned)	175,039	169,887	3.03%	983,871	968,535	1.58%

AIRCRAFT OPERATIONS *	June			January - June		
	2016	2015	% Change	2016	2015	% Change
Air Carrier	4,207	3,840	9.56%	24,578	22,270	10.36%
Air Taxi	1,261	1,219	3.45%	6,395	7,648	-16.38%
General Aviation	3,313	2,866	15.60%	20,308	18,636	8.97%
Military Itinerant	115	109	5.50%	615	564	9.04%
Civil Local	1,932	1,771	9.09%	15,989	14,566	9.77%
Military Local	0	0	N/A	1	26	-96.15%
Total Aircraft Operations	10,828	9,805	10.43%	67,886	63,710	6.55%

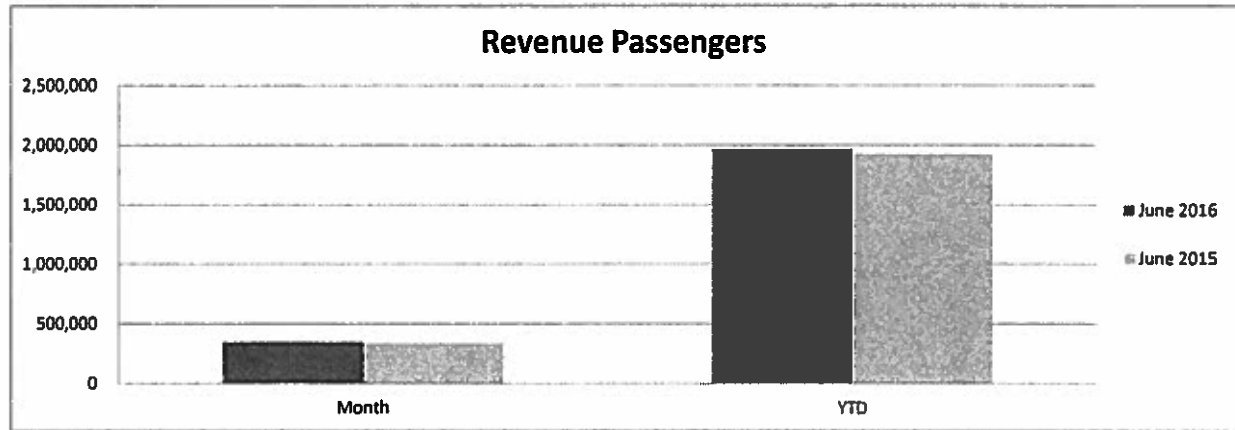
* Source: FAA Tower Daily Airport Operations Count, adjusted to show Canadair Regional Jet-200 operations as Air Carrier. Includes Hollywood Burbank Airport arrivals/departures only; excludes aircraft that enter local air space but do not land or take off at Hollywood Burbank Airport.

Hollywood Burbank Airport

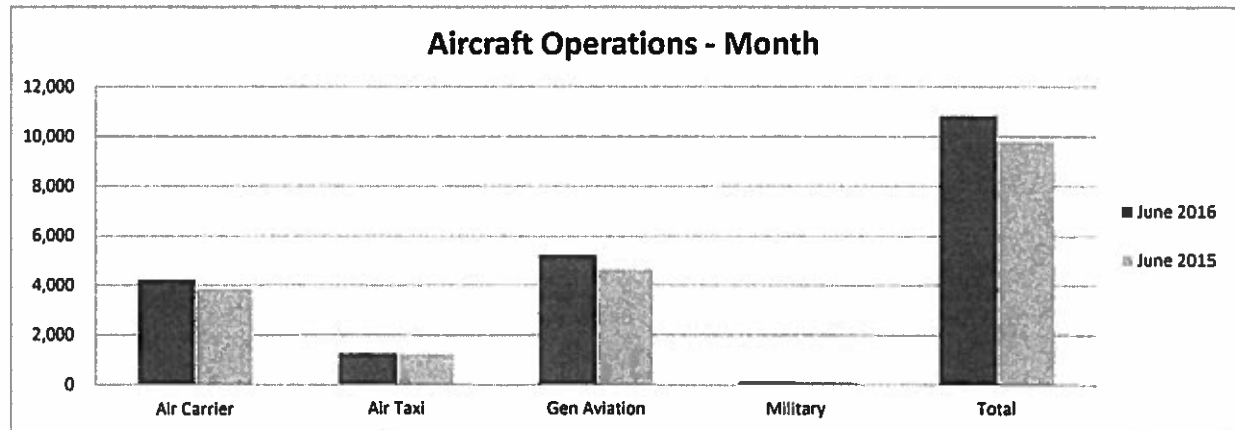
AIR CARGO (lbs.)	June			January - June		
	2016	2015	% Change	2016	2015	% Change
Signatory Airlines						
Alaska Airlines	642	565	13.63%	2,404	2,555	-5.91%
American Airlines (US Airways)	0	401	-100.00%	40	924	-95.67%
Delta Air Lines						
JetBlue Airways						
SeaPort Airlines						
Southwest Airlines	156,662	169,728	-7.70%	952,870	1,078,318	-11.63%
United Airlines						
Other Scheduled Carriers						
Federal Express	4,725,544	4,282,483	10.35%	26,025,574	25,803,549	0.86%
United Parcel Service	4,068,140	4,350,337	-6.49%	23,440,402	24,809,334	-5.52%
Charter/Contract Carriers						
AirNet Express	2,892	11,137	-74.03%	17,033	32,793	-48.06%
Ameriflight	225,805	206,289	9.46%	1,273,517	1,378,347	-7.61%
Total Air Cargo	9,179,685	9,020,940	1.76%	51,711,840	53,105,820	-2.62%
	=====	=====	=====	=====	=====	=====
Inbound (deplaned)	4,637,573	4,280,471	8.34%	26,193,803	24,956,911	4.96%
Outbound (enplaned)	4,542,112	4,740,469	-4.18%	25,518,037	28,148,909	-9.35%

MAIL (lbs.)	June			January - June		
	2016	2015	% Change	2016	2015	% Change
United Parcel Service	0	136,817	-100.00%	123,343	2,137,615	-94.23%
Total Mail	0	136,817	-100.00%	123,343	2,137,615	-94.23%
	=====	=====	=====	=====	=====	=====
Inbound (deplaned)	0	32,755	-100.00%	44,815	1,523,239	-97.06%
Outbound (enplaned)	0	104,062	-100.00%	78,528	614,376	-87.22%

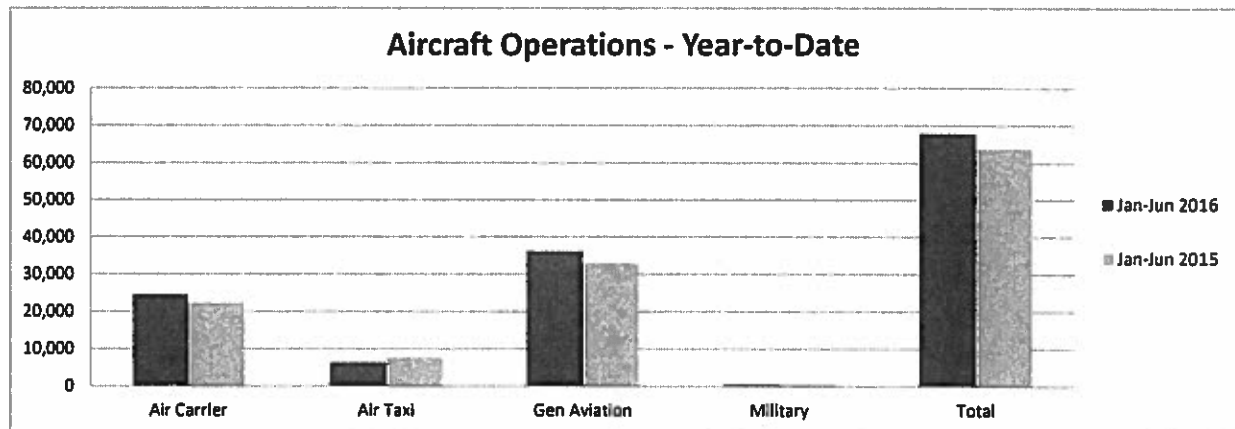
JUNE 2016



Revenue Passengers	Month	YTD
June 2016	347,482	1,963,818
June 2015	336,978	1,930,712
% Change	3.12%	1.71%



Aircraft Operations - MO	Air Carrier	Air Taxi	Gen Aviation	Military	Total
June 2016	4,207	1,261	5,245	115	10,828
June 2015	3,840	1,219	4,637	109	9,805
% Change	9.56%	3.45%	13.11%	5.50%	10.43%



Aircraft Operations - YTD	Air Carrier	Air Taxi	Gen Aviation	Military	Total
Jan-Jun 2016	24,578	6,395	36,297	616	67,886
Jan-Jun 2015	22,270	7,648	33,202	590	63,710
% Change	10.36%	-16.38%	9.32%	4.41%	6.55%



News Release

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

2627 Hollywood Way, Burbank, CA 91505

(818) 840-8840 (818) 848-1173 FAX

WWW.HOLLYWOODBURBANKAIRPORT.COM

CONTACT: LUCY M. BURGHDORF

FOR IMMEDIATE RELEASE

TELEPHONE: (818) 840-8840

TBI AIRPORT MANAGEMENT HIRES NEW EXECUTIVE DIRECTOR FOR HOLLYWOOD BURBANK AIRPORT



BURBANK, Calif., August 10, 2016 — The Burbank-Glendale-Pasadena Airport Authority is pleased to announce that Frank R. Miller, A.A.E., has accepted an offer from TBI Airport Management, Inc. (TBI), the Airport Authority's management firm, to oversee day-to-day operations as the Executive Director of the Hollywood Burbank Airport. TBI is a wholly-owned subsidiary of Airports Worldwide. The Airport Authority Commission is scheduled to consider an official appointment on August 15. If the Airport Authority Commission affirms the appointment, Mr. Miller will assume the role of Executive Director on September 6.

Mr. Miller possesses a wealth of industry experience, having spent 33 years as an Aviation Director with profit and loss responsibility for airports of increasing size and operational complexity, as well as having successfully directed multiple major airport capital development programs.

"Frank's strong background in the airport industry, along with his excellent reputation for performance and community involvement, make him eminently qualified to pick up the torch at the Hollywood Burbank Airport," said Larry Gouldthorpe, President, TBI U.S. Operations. "We appreciate the leadership of the Burbank-Glendale-Pasadena Airport Authority in the selection process."

Prior to his employment with TBI, Mr. Miller served six years as the Aviation Director for the San Antonio Airport System, in San Antonio, Texas, overseeing the day-to-day operations at the

(more)

TBI AIRPORT MANAGEMENT HIRES NEW AIRPORT EXECUTIVE DIRECTOR
08/10/16
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San Antonio International Airport and Stinson Municipal Airport. In 2010, the San Antonio International Airport saw the completion of a \$500 million, 250,000-square-foot new Terminal B, replacing the outdated Terminal 2.

Mr. Miller also served 22 years as the Airport Director for the Pensacola Regional Airport in Pensacola, Florida. During his tenure, Miller developed a private-public financing construction program for a new air traffic control tower, which was completed with no airport or city funds. Currently, the Federal Aviation Administration uses this model for its construction-leaseback program.

Prior to his tenure in Florida, Mr. Miller served as the Airport Manager for the Walker Field Airport Authority in Grand Junction, Colorado, as well as the Airport Manager for the City and Borough of Juneau, Alaska.

“Frank’s wealth of experience and aviation knowledge is important for the direction of this Airport, especially with the prospect of a replacement terminal,” said Airport Authority President Bill Wiggins.

Airport Authority Commissioner Frank Quintero said, “The Airport Authority Commission unanimously believes that Frank Miller is the best Executive Director candidate to lead the Hollywood Burbank Airport into the future.”

Mr. Miller received a Bachelor of Science in Business Administration from Pacific Lutheran University in Tacoma, Washington. His notable professional memberships and affiliations include: accreditation by and membership in the American Association of Airport Executives (AAAE); and various leadership positions with Airports Council International (ACI) boards, including ACI North American Chairman, First Vice Chairman, and Second Vice Chairman, and member of the ACI World Governing Board and Executive Committee.

Awards and presentations include: Richard Goodman Award for Strategic Planning Excellence, Association for Strategic Planning, 2016; Most Improved Airport in North America for Customer Service, ACI, 2013 and 2014; Federal Aviation Administration, Southern Region, Airports Division, Commercial Service Manager of the Year, 2006; Airport Minority Advisory Council Award of Excellence, 1999; Corporate Award of Excellence, Southeast Chapter AAAE, 1999; and Commercial Service Airport of the Year, Florida Department of Transportation, 1997.

AGENDA ATTACHMENTS

August 15, 2016, Commission Meeting
Agenda Item 5.c.
Short Term Parking Space Reservation Agmt.
Centerstaging, LLC

SHORT TERM PARKING SPACE RESERVATION AGREEMENT

between

**BURBANK – GLENDALE – PASADENA
AIRPORT AUTHORITY**

and

CENTERSTAGING, LLC

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SHORT TERM PARKING SPACE RESERVATION AGREEMENT

THIS SHORT TERM PARKING SPACE RESERVATION AGREEMENT (this "Agreement") is dated as of March 16, 2015, by and between the **BURBANK - GLENDALE - PASADENA AIRPORT AUTHORITY**, a public entity formed under a joint exercise of powers agreement among the Cities of Burbank, Glendale, and Pasadena, California, pursuant to the California Joint Exercise of Powers Act ("Owner"), and **CENTERSTAGING, LLC**, a Delaware limited liability company doing business as "Center Staging" ("User").

1. LEASE.

1.1 Parking Spaces.

Owner hereby allows User to use the real property described on Exhibit A attached hereto (the "Parking Spaces"), upon the terms and subject to the conditions set forth in this Agreement. The Parking Spaces are part of or adjacent to the Burbank - Glendale - Pasadena Airport, a public airport located in the County of Los Angeles, State of California (the "Airport"); however, User shall have no right of access to nor any right to enter upon or to use any part of the Airport outside of the boundaries of the Parking Spaces, except that User shall be permitted during the Term of this Agreement to use the private roads located within the Airport that are necessary for User to gain access to the Parking Spaces from a public road.

1.2 Acknowledgment of Condition of Parking Spaces.

User accepts the Parking Spaces in the condition existing as of the date hereof. User hereby agrees that the Parking Spaces are in a good and tenantable condition and acknowledges that User has inspected the Parking Spaces to its satisfaction and acknowledges that Owner is not obligated to make any repairs or alterations to the Parking Spaces.

1.3 Title and Use Restrictions; Zoning; Reservations to Owner.

1.3.1 Title and Use Restrictions.

User accepts the Parking Spaces subject to any and all existing easements, restrictions, servitudes and encumbrances of record, including, without limitation, restrictions and easements in favor of the City of Burbank that limit the use of the Parking Spaces. User shall not use the Parking Spaces for any purpose that will constitute a violation of any such easements, restrictions servitudes or encumbrances of record.

1.3.2 Law.

User shall comply with all laws applicable to its use of the Parking Spaces, and shall obtain any required permits.

1.4 Owner's Right of Access.

Owner shall have access to the Parking Spaces in all cases of emergency, and during all reasonable hours for the purposes of examining the same to ascertain if they are in

good repair, inspecting any work in progress within or upon the Parking Spaces or elsewhere on the Airport, making repairs which Owner may be permitted to make hereunder, and exhibiting the same to prospective purchasers or tenants.

2. TERM.

2.1 Agreement Commencement Date; Expiration Date.

The term of this Agreement shall commence at 12:01 a.m. on September 1, 2016 ("Agreement Commencement Date") and shall continue until terminated by either party upon thirty (30) days' prior written notice to the other (as such date may be the "Expiration Date").

2.2 User Acknowledgments.

The exercise by Owner of any termination right under this Agreement shall not be construed as a taking by Owner of any part of the Parking Spaces or of User's rights or leasehold estate under this Agreement, and User shall not be entitled to payment for any loss of goodwill, income or other amount measured by User's loss upon termination or reduction of its business following termination of this Agreement as to all or a portion of the Parking Spaces.

3. PARKING FEES.

3.1 Parking Fees.

3.1.1 Obligation to Pay.

All parking fees hereunder shall be subject to the City of Burbank's Transient Parking Tax (Burbank Municipal Code Section 2-4-1901 et seq.) as payment of parking fees for less than a calendar month and such taxes shall be paid by Owner. During the term of this Agreement, User shall pay to Owner, without setoff or deduction, parking fee ("Parking Fees") in an amount equal to \$1.59 per parking space per day, which rate shall be increased by three percent (3%) on each anniversary of the date hereof.

3.1.2 Payment.

Such fees shall be payable in arrears on the fifth (5th) business day after delivery by Owner to User of a fee statement for the previous calendar month. Each installment of Parking Fees shall be paid, without demand therefore, as and when it becomes due and payable, without abatement, reduction or offset, in lawful money of the United States of America.

3.2 Taxes.

3.2.1 Possessory Interest Taxes.

User recognizes and understands that this Agreement might be held to create a possessory interest subject to property taxation and that User might be subject to the payment of property taxes levied on such interest. User shall pay all Taxes prior to delinquency.

User shall furnish to Owner evidence of payment of Taxes within fifteen (15) days of making such payment.

3.2.2 Personal Property Tax.

User shall pay prior to delinquency any and all taxes and assessments on the furniture, fixtures, equipment, vehicles and other personal property of User located on the Parking Spaces, whether assessed to User or assessed to Owner as part of the real property comprising the Parking Spaces or the Airport.

3.2.3 Right to Contest.

User, at its sole cost and expense, shall have the right to contest the validity, applicability, and/or amount of any Taxes (but not the City of Burbank's Transient Parking Tax) by appropriate proceedings and User shall be entitled to receive and retain the recoveries from such contest. Notwithstanding the foregoing, if such Taxes are secured by a lien on any portion of the Airport or other real property owned, leased or controlled by Owner, or the revenues therefrom, or if, in the sole opinion of Owner, the nonpayment of such Taxes will be detrimental to Owner, then as a condition to making such contest, User shall pay the contested Taxes with a reservation of rights.

3.3 Utilities.

User shall pay all water, gas, heat, light, power, air conditioning, telephone, and other utilities and services supplied to and/or used in the Parking Spaces, together with any and all taxes thereon and connection fees relating thereto, prior to when said charges, taxes or connection fees are due, and shall indemnify Owner against any liability for the late payment or nonpayment of any said charges, taxes or connection fees.

3.4 Interest on Past Due Payments.

Any amount due from User pursuant to this Section 3 or any other provision of this Agreement which is not paid within ten (10) days of when due shall bear interest from the due date until paid at a rate equal to five percent (5%) in excess of the prevailing rate established by the Federal Reserve Bank at San Francisco on advances to member banks on the twenty-fifth (25th) day of the month preceding the Agreement Commencement Date (but not more than the maximum rate permissible by law); provided, however, that the payment of any interest pursuant to this Section shall not excuse or cure any default by User with respect to its obligations to pay any amount due from User pursuant to this Section 3 or any other provision of this Agreement.

3.5 Address for Payment.

The rent and all other amounts due to Owner pursuant to this Section 3 or any other provision of this Agreement shall be paid at the office of Owner: Burbank-Glendale-Pasadena Airport Authority, 2627 Hollywood Way, Burbank, California 91505, ATTENTION: Controller, or at such other place as Owner may designate from time to time in writing to User.

4. CONDUCT OF BUSINESS BY TENANT.

4.1 Use of the Parking Spaces.

4.1.1 Principal Use of Airport.

User hereby acknowledges that the principal use of the Airport consists of the operation of a public airport and that all other businesses and operations which now are or hereafter shall be permitted by Owner, to be conducted on, at or adjacent to the Airport, including User's use of the Parking Spaces pursuant to this Agreement, must at all times be compatible with such principal use, as Owner, in its sole and absolute discretion, shall determine.

4.1.2 Authorized Use.

User shall use the Parking Spaces for parking of User's motor vehicles. User shall not use nor authorize the use of the Parking Spaces, or any portion thereof, for any other purpose whatsoever without Owner's prior written consent, which consent Owner may withhold or condition in Owner's sole and absolute discretion without regard to any standard of reasonableness. Under no circumstance shall User use or authorize the use of the Parking Spaces for any purpose or use that may constitute an enlargement or expansion of the Airport.

4.2 Conduct of User's Business.

4.2.1 Standards.

In addition to any and all other terms, conditions and requirements under this Agreement, User, at all times during the term of this Agreement, shall comply strictly with the terms, conditions and requirements set forth in this Section 4.2.

4.2.2 Conduct of Employees.

User shall exercise its diligent efforts to control the conduct, demeanor, and appearance of its officers, employees, agents, representatives, contractors, licensees, permittees, invitees and permitted subtenants, and shall require all of its employees to wear clean and neat appearing clothing and to ensure their courteous, polite and inoffensive conduct and demeanor. Upon receipt of written objection from Owner concerning the conduct, demeanor, or appearance of any such person, User immediately shall take all legal steps necessary to correct or to remove the cause of the objection if such correction or removal is not inconsistent with applicable law.

4.2.3 Manner of Use.

User shall not use or permit the use of the Parking Spaces or any other areas of the Airport in any manner that will (i) tend to create or permit any waste or nuisance, (ii) tend to disturb other tenants or users of the Airport, (iii) invalidate or cause the cancellation of or be in conflict with any fire or other hazard insurance policies covering the Airport, or (iv) increase the premiums for any fire insurance policies covering the Airport or any property located thereon. User, at its expense, shall comply with all rules, orders, regulations, or

requirements of the National Board of Fire Underwriters, or any other similar body with respect to User's operations at the Parking Spaces.

4.2.4 Utilities, Police and Fire Fighting.

User shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the mechanical, gas, electrical, heating, ventilating, air conditioning, plumbing or sewer systems, facilities or devices or portions thereof on or servicing the Parking Spaces, or elsewhere on the Airport. In addition, User shall not do or permit to be done anything which may interfere with free access or passage to the Parking Spaces or the streets, roads, parking lots, curb areas, entryways, exits, sidewalks, or any other areas of the Airport other than such interference resulting from User's compliance with Owner's Security Requirements. Further, User shall not hinder police, fire fighting or other emergency personnel in the discharge of their duties.

4.2.5 Interference with Fire Exits.

User shall not do or permit to be done anything that may interfere with the effectiveness or accessibility of fire exits in or adjacent to the Parking Spaces or elsewhere at the Airport.

4.3 Non-Discrimination and Affirmative Action.

User shall comply with the provisions of Exhibit B attached hereto and by this reference made a part hereof regarding nondiscrimination, as the same may be amended by Owner from time to time. In addition, User shall undertake an affirmative action program, as required by 14 Code of Federal Regulations Part 152, Subpart E, to insure that no person shall, on the ground of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 Code of Federal Regulations Part 152, Subpart E. User agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by said Subpart. User will require its permitted subtenants, successors and assigns to provide assurances to User that they similarly will undertake affirmative action programs and that they will require similar assurances from their permitted successors, subtenants and assigns, as required by 14 Code of Federal Regulations Part 152, Subpart E, to the same effect.

4.4 Compliance with FAA Grant Assurances and Airport Use.

In connection with the ownership and use of the Airport by Owner, User hereby agrees as follows:

4.4.1 Development or Improvement of Landing Area.

Owner reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or views of User, and without interference or hindrance.

4.4.2 Maintenance of Landing Area and Public Facilities.

Owner reserves the right, but shall not be obligated to User, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of User in this regard.

4.4.3 Agreements with United States.

This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between Owner and the United States, or any lawful requirement of the United States, relative to the development, operation, or maintenance of the Airport.

4.4.4 Construction of Improvements.

In the event any User Improvements are planned for the Parking Spaces or in the event of any planned modification or alteration of any present or future building or structure situated on the Parking Spaces, User shall comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations.

4.4.5 Non-Exclusive Rights.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of any exclusive right within the meaning of Section 308 (a) of the Federal Aviation Act of 1958 (49 U.S.C. 1349(a)).

4.4.6 Reservation of Rights.

There is hereby reserved to Owner, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Parking Spaces and the other areas of the Airport. This public right of flight shall include the right to cause within said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from or operating on the Airport.

4.4.7 Height Restrictions.

User shall not erect nor permit the erection of any structure or object, nor permit the growth of any tree, on the Parking Spaces in violation of federal height restrictions and obstruction criteria or any more restrictive height restrictions and obstruction criteria established from time to time by Owner; provided, however, that in the event that Owner establishes any height restrictions or obstruction criteria, other than those promulgated or required by the FAA, that require User to remove any improvements, such action by Owner shall be deemed to be an election by Owner to terminate this Agreement and the provisions of Section 2.3 shall apply, except that sixty (60) days' prior notice need not be given by Owner. In the event the aforesaid covenants are breached, in addition to all other rights and remedies of Owner, Owner reserves the right to enter upon the Parking Spaces to remove the offending structure or object and to cut the offending tree, all of which shall be at the expense of User.

4.4.8 Interference with Aircraft.

User shall not make use of the Parking Spaces in any manner that might interfere with the landing and taking off of aircraft from the Airport, or that might otherwise constitute a hazard. In the event the aforesaid covenant is breached, in addition to all other rights and remedies of Owner, Owner reserves the right to enter upon the Parking Spaces or any other areas of the Airport and cause the abatement of such interference, at the expense of User.

4.4.9 Rights of United States.

This Agreement and all the provisions hereof shall be subject to whatever right the United States Government now has, or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport, or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency or otherwise.

4.4.10 Unauthorized Access.

User shall use reasonable precautions to prevent unauthorized persons from gaining access to restricted flight and aircraft operational areas.

5. MAINTENANCE, REPAIRS AND REPLACEMENTS.

5.1 User's Obligations.

User, at User's sole expense, shall maintain and repair the Parking Spaces, and every part thereof, including the paving and other improvements constructed and installed by Owner, in good, neat, attractive and sanitary condition, free from waste or debris, all according to standards established by Owner (whether or not such part of the Parking Spaces requiring maintenance, repair or replacement, or the means of maintaining, repairing or replacing the same, are reasonably or readily accessible to User, and whether or not the need for such maintenance, repair or replacement occurs as a result of User's use, any prior use, the elements or the age of such part of the Parking Spaces). User shall make any and all repairs required pursuant to this Section as and when the same become necessary to maintain the Parking Spaces and every part thereof in good order, condition and repair, but in no event later than thirty (30) days following the delivery to User of a written notice specifying the repairs Owner believes must be undertaken to comply with the terms of this Agreement or immediately in the event of an emergency. Owner shall not be liable to User or its respective owners, shareholders, partners, directors, officers, employees, agents, representatives, contractors, successors and assigns, or the permitted licensees and users of the Parking Spaces (individually, "User Party" and collectively, "User Parties") by reason of any destruction, damage or loss of property, injury or death of persons, or damage or injury to, or interference with the business or operations or any User Party, or the use or occupancy of the Parking Spaces arising out of, resulting from or relating to the need for or the making of any repairs or alterations to the Parking Spaces. All repairs or modifications to or construction of Improvements upon the Parking Spaces made by User as provided in this Agreement shall be performed in accordance with all applicable Laws, and User shall secure all licenses, permits, approvals and authorizations required by applicable Laws with respect thereto. User shall screen and landscape all outside storage areas and service yards of the

Parking Spaces with fencing and landscaping approved by Owner, and shall not allow any temporary structures or facilities on the Parking Spaces, unless User has obtained Owner's prior written approval, which approval may be granted or withheld by Owner in its sole and absolute discretion and, if such approval is granted, it shall be revocable at any time by Owner, in its sole and absolute discretion.

5.2 No Owner Obligation; User Waiver.

Owner shall have no obligation to maintain or make any repairs or replacements to the Parking Spaces. User, for itself and its permitted subtenants, successors and assigns, hereby waives any and all rights provided in Section 1941 through Section 1942, inclusive, of the Civil Code of California and hereby waives, to the extent permissible, any rights under other statutes or laws now or hereafter in effect which are contrary to the obligations of User under this Agreement, or which place obligations upon Owner. Owner shall not be liable to any User Party for any injury to or interference with any User Party or the business or operations or any User Party or the use or occupancy of the Parking Spaces or User Improvements or arising out of, resulting from or relating to the need for or performance or non-performance of any maintenance, repair or replacement.

6. IMPROVEMENTS.

6.1 Procedures for Approval and Construction of Improvements.

6.1.1 Owner's Approval.

Without in each instance obtaining the prior written approval of Owner in accordance with this Section 6.1, which approval may be granted or withheld in Owner's sole and absolute discretion ("Owner's Approval"), User shall not (i) construct or install any improvements or demolish any existing improvements or (ii) make any modifications, alterations or additions to the Parking Spaces or improvements (all such demolition, construction, installation, modifications, alterations and additions, are individually and collectively referred to in this Agreement as "New Improvements"), and no work required in connection therewith shall commence, prior to receiving Owner's Approval. Owner may delegate all Owner's Approvals required under this Section to Owner's Executive Director, to one or more of Owner's other staff members, or to an outside engineer or architect, or to any combination thereof, and approval or determination by any such delegatee shall be subject to the same standards of review and time requirements as imposed upon Owner and shall be deemed to be Owner's Approval or the determination of Owner under this Section. Any Owner's Approval under this Section shall be evidenced by a "Certificate of Approval" signed by Owner or its delegatee.

6.1.2 Review and Approval of Plans.

In order to expedite plan review and approval and to insure that the proposed New Improvements will be compatible with Airport uses, User first shall submit to Owner for approval a conceptual plan. Notwithstanding Owner's Approval of the conceptual plan, all construction plans and specifications for New Improvements shall be subject to Owner's Approval and shall be prepared, stamped and signed by a California licensed architect or engineer. Engineers shall be licensed for the particular discipline required. All changes to plans

and specifications previously receiving Owner's Approval that are required by the City of Burbank to be submitted to the City for plan check or review in accordance with the City's building codes ("Material Plan Change") shall also concurrently be submitted to Owner and shall require Owner's Approval. Owner shall have ten (10) business days within which to review and to approve or disapprove the proposed Material Plan Change and, if Owner fails to disapprove the Material Plan Change, then the Material Plan Change shall be deemed to have received Owner's Approval. Upon Owner's Approval, Owner shall issue promptly a Certificate of Approval for each Material Plan Change.

6.1.3 Conditions of Approval.

Owner may impose, in conjunction with its review and approval of proposed improvements, making of the improvements as Owner determines, in the exercise of its reasonable judgment, including, without limitation, requirements as to the following: (i) the experience, qualifications, financial condition and other factors relating to the contractor; (ii) the time for the commencement and completion of the construction or installation of the improvements; (iii) the type or quality of materials used in the construction or installation of the improvements; (iv) the means or methods used in the construction or installation of the improvements; (v) the design and the drawings, plans and specifications for the improvements; and (vi) security for the payment and performance of the construction and installation of the improvements, including payment and performance bonds and/or letters of credit.

6.1.4 Entitlements and Permits.

No improvements shall be constructed until User shall have procured and paid for all entitlements, permits, licenses, approvals and authorizations relating to such improvements required by all governmental authorities and agencies.

6.1.5 Compliance with Policy on User Improvements.

Prior to the commencement of any improvements, User shall comply with the rules and guidelines established by Owner for such work pursuant to Owner's policy on tenant improvements attached hereto as Exhibit C, as the same may be uniformly amended from time to time. If there is any conflict between the policy on tenant improvements and the provisions of this Agreement, the provisions of this Agreement shall apply.

6.1.6 Performance of Work.

All construction work done in connection with any improvements shall be performed by a licensed general contractor reasonably acceptable to Owner under one or more construction contracts and shall be done at User's sole expense and with reasonable diligence, in a good and workmanlike manner, and in compliance with all applicable Laws. Owner shall have the right to inspect and reject any work not done in accordance with the approved plans and specifications, including any changes permitted under Section 6.1.2, and User shall immediately repair or remove such work in accordance with this Section. Any work in areas adjacent to active portions of the airfield, such as taxiways and runways, shall be scheduled and performed in a manner designed to avoid interference with aircraft operations. In the event that it becomes necessary to close or temporarily alter any part of the active areas of the airfield to accommodate

any work by User or its contractors, User shall not perform such work without submitting a detailed work plan and schedule to Owner, which Owner shall have the right to approve, modify or disapprove in Owner's sole and absolute discretion.

6.1.7 As Built Plans and Statement of Cost.

Within sixty (60) days following the completion of any improvements, User shall furnish to Owner a set of "as built" plans and specifications.

6.2 Owner's Property.

Upon the expiration or earlier termination of this Agreement, all improvements made by or on behalf of User pursuant to this Section 6, shall become Owner's property and shall be surrendered with the Parking Spaces, unless Owner shall elect otherwise not less than thirty (30) days prior to the expiration, or not more than ten (10) days after any other termination, of this Agreement. In the event of such election, improvements made by or on behalf of User in the Parking Spaces, as Owner may select, shall be removed by User, at its sole cost and expense, at or prior to the expiration or immediately following termination of this Agreement, and User shall repair any and all damages caused by said removal.

7. INSURANCE, INDEMNITY AND EXCULPATION.

7.1 Obligation to Maintain Insurance.

At all times during the term of this Agreement and at its sole cost and expense, User shall maintain in effect the insurance coverage and limits of liability as provided in this Section 7 ("Required Insurance"). In the event that User fails to maintain any of the Required Insurance, Owner shall have the right, but not the obligation, to obtain some or all of the Required Insurance. In the event Owner elects to maintain some or all of the Required Insurance, User shall pay to Owner, as additional rent hereunder, its proportionate share of the premiums for all Required Insurance maintained by Owner within ten (10) days following the delivery to User of each written statement setting forth the amount of said premiums and the applicable premium period.

7.2 Liability and Workers' Compensation Coverage.

User shall maintain in effect insurance protecting User and each "Owner Insured Party" (as hereinafter defined) from and against claims arising out of, resulting from or relating to the use or occupancy of the Parking Spaces or the conduct of User's business upon the Parking Spaces, as follows:

7.2.1 General Liability Insurance.

General liability insurance covering Parking Spaces and operations liability, garagekeeper's liability, personal injury liability, contractual liability, products and completed operations liability and independent contractors liability, all written on an occurrence basis in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage each occurrence, and, with respect to products and completed

operations liability, in the annual aggregate, and, with respect to personal injury, not less than One Million Dollars (\$1,000,000.00) each occurrence and in the annual aggregate.

7.2.2 Automobile Liability Insurance.

Automobile liability insurance covering all owned, non-owned and hired vehicles written on an occurrence basis in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit for each occurrence for bodily injury, death and property damage.

7.2.3 Workers' Compensation and Employer's Liability Insurance.

Workers' compensation insurance written in accordance with California statutory limits and employer's liability insurance in amounts not less than the following:

Bodily injury by accident - \$1,000,000 - each accident

Bodily injury by disease - \$1,000,000 - policy limit

Bodily injury by disease - \$1,000,000 - each employee

7.3 Property Insurance.

User shall maintain in effect property insurance written on an all risk of direct physical loss basis covering User's improvements, fixtures, personal property, equipment and vehicles located on the Parking Spaces, in an amount not less than one hundred percent (100%) of their replacement value. Except as otherwise provided in Section 8, the proceeds of such insurance shall be used to repair or replace the insured property.

7.4 Adjustment of Required Insurance.

User understands and agrees that the types and amounts of Required Insurance may become inadequate during the term of this Agreement, and User agrees that it shall add such insurance or coverage and increase such minimum limits of liability by such amounts as may be required at any time and from time to time by Owner, if Owner shall adopt a resolution or other written policy requiring such additional insurance coverage or limits of liability from all comparable tenants at the Airport.

7.5 Policy Requirements.

Each policy of Required Insurance shall be obtained from an insurance company, or pool of multiple insurance companies, each authorized to conduct business in California and having a rating of not less than A X in A.M. Best's Insurance Guide and/or otherwise acceptable to Owner. Within ten (10) days after the acceptance of this Agreement by Owner, User shall deliver to Owner certificates of insurance issued by the insurance companies and evidencing that all Required Insurance has been obtained and is being maintained by User, together with copies of endorsements (i) requiring the insurers to give to Owner at least thirty (30) days' prior written notice of the cancellation or non-renewal of some or all of the Required Insurance, (ii) with

respect to the general liability, automobile liability and employer's liability insurance, naming (a) User and its owners, shareholders, partners, directors and employees as a named insured and (b) except for employer's liability insurance, Owner, the Airport Manager, the Cities of Burbank, Glendale and Pasadena and the Commissioners of Owner ("Owner Insured Parties") as additional insureds, and (iii) with respect to the "all risk" property insurance naming Owner as a loss payee, as its interest may appear. The failure of User to provide said certificates of insurance, together with said endorsements, within fifteen (15) business days after the delivery to User of a written request therefor, or, if a notice of cancellation or non-renewal of any Required Insurance has been delivered to User, the failure of User to replace the Required Insurance which is the subject matter of such notice of cancellation or non-renewal prior to the effectiveness of such cancellation or non-renewal, shall in either case constitute an Event of Default under Section 12.1.7. All Required Insurance shall be primary insurance without right of contribution of any other insurance carried by or on behalf of any Owner Insured Party and all policies shall be endorsed to this effect. In no event shall any Owner Insured Party be responsible or liable for the payment of any premiums for the insurance required to be obtained and maintained by User pursuant to this Section 7.

7.6 No Limitation of Liability.

User acknowledges and agrees that the limits of liability provided in the Required Insurance shall in no event be considered as limiting the liability of User under this Agreement.

7.7 Waivers of Subrogation Rights.

All policies of Required Insurance, except workers' compensation insurance, shall include, or be endorsed to provide, a waiver by the insurers of any rights of subrogation that the insurers may have at any time against any Owner Insured Party.

7.8 Indemnification.

In addition to any other express indemnity hereunder, User shall defend, indemnify and hold harmless all Owner Parties from and against any and all Claims arising out of, resulting from or relating to (i) the breach of this Agreement by, or any negligent act or omission or willful misconduct of, any User Party or any person storing equipment or parking vehicles upon the Parking Spaces with respect to (a) the use or occupancy of the Parking Spaces, (b) the conduct of User's or such persons' business, or (c) any other matter relating to this Agreement or the subject matter of this Agreement. Notwithstanding the foregoing, the provisions of this Section 7.8 shall not apply to any Claim which arises out of, results from or relates to the gross negligence, willful misconduct or material breach of this Agreement by Owner.

7.9 Exculpation of Owner from Liability.

User, on behalf of itself and the User Parties, hereby waives any and all Claims against the Owner Parties, and the Owner Parties shall not be liable, for any injury or death to persons or any damage or loss to any property in, on or about the Parking Spaces, arising out of, resulting from or relating to any cause whatsoever, including, without limitation, the following: (i) latent or patent defects in the construction or condition of the Parking Spaces, including,

without limitation, any use or release of "Toxic Materials" (as defined in Section 20), on, under or into the Parking Spaces; (ii) Acts of God; (iii) fire, steam, electricity, gas, water, or rain which may leak or flow from or into any part of the Parking Spaces, New Improvements or any other areas of the Airport; (iv) riot, civil commotion, aircraft, vehicles, smoke, vandalism, malicious mischief; (v) breakage, leakage, obstruction or other defects of the pipes, wires, appliances, plumbing, heating, ventilation and air conditioning systems, or lighting fixtures of or serving the Parking Spaces, New Improvements or other areas of the Airport; (vi) the use or occupancy of the Parking Spaces or New Improvements by any User Party, whether said damage or injury results from conditions arising upon the Parking Spaces, New Improvements or upon other areas of the Airport, or from other sources; or (vii) any damage or loss arising from any negligent acts or omissions or willful misconduct of any other tenant, licensee, concessionaire or customer of the Airport or any other person or entity; except to the extent any of the foregoing arises from the gross negligence, willful misconduct or material breach of this Agreement by Owner.

8. [INTENTIONALLY OMITTED]

9. ASSIGNMENT, SUBLETTING OR ENCUMBRANCE PROHIBITED.

User shall not voluntarily or by operation of law assign, sublet, transfer, license others to use, mortgage, hypothecate, grant a security interest in or otherwise encumber all or any part of User's rights or interest in or to this Agreement or the Parking Spaces or any portion thereof. Any attempted assignment, subletting, transfer, mortgage, hypothecation, grant of a security interest in or other encumbrance in violation of this Section shall be wholly void and shall be an Event of Default under Section 12.1.3.

10. [INTENTIONALLY OMITTED]

11. [INTENTIONALLY OMITTED]

12. DEFAULTS AND REMEDIES.

12.1 Events of Default.

After the expiration of any applicable cure period, each of the following shall constitute an "Event of Default" under this Agreement:

12.1.1 Insolvency and Creditor Protection.

(i) The voluntary or involuntary appointment of a receiver, trustee or liquidator to take possession of the Parking Spaces, improvements or all or substantially all of the assets of User; or (ii) a general assignment by User for the benefit or protection of creditors; or (iii) User's written admission of its inability to pay its debts as they become due; or (iv) any action taken against or suffered by User under any federal, state or other statute relating to insolvency, bankruptcy, reorganization, arrangement, composition, liquidation, dissolution or other relief for debtors. The appointment of a trustee or conservator of the person or estate of an individual User, or in aid of the voluntary winding up, dissolution and liquidation of a partnership or corporate User, shall not constitute an Event of Default hereunder.

12.1.2 Attachment, Execution or Other Levy.

Any attachment, execution, distraint, judicial seizure, or other process of law pursuant to which User's interest or estate in the Parking Spaces, the improvements or this Agreement may be taken, occupied or used by anyone other than User.

12.1.3 Assignment, Transfer, Subletting or Encumbrance.

A purported assignment, sublease, transfer, license, mortgage, grant of security interest, hypothecation or other encumbrance of User's interest or estate in the Parking Spaces, the improvements or this Agreement in violation of Section 9.

12.1.4 Vacation or Abandonment.

The vacation or abandonment of the Parking Spaces by User.

12.1.5 Violation of Security Requirements.

[INTENTIONALLY OMITTED]

12.1.6 Failure to Pay.

The failure by User to pay any amount when due and payable hereunder, where such failure to pay continues for ten (10) days after Owner gives User written notice that such amount is past due, or the failure by User to replenish the security deposit within ten (10) days after Owner gives User written notice of the amount due.

12.1.7 Failure to Maintain Insurance.

Any cancellation or lapse of insurance policies providing coverage required to be provided by User pursuant to Section 7, unless Owner has elected to obtain such insurance pursuant to Section 7.1, or any other failure by User to comply with the provisions of Section 7, where such other failure to comply continues for ten (10) days following User's receipt of written notice from Owner that User has not complied with the provisions of Section 7.

12.1.8 Failure to Maintain Letter of Credit.

[INTENTIONALLY OMITTED.]

12.1.9 Other Defaults; Failure to Cure.

The default, breach or non-performance of any covenant or provision of this Agreement not otherwise described in Sections 12.1.1 through 12.1.7, where User fails to cure such default, breach or non-performance within thirty (30) days after the delivery to User of written notice of such default, breach or non-performance (or, in the case of a default, breach or non-performance which reasonably requires more than thirty (30) days to cure, where User fails to commence such cure within said thirty (30) days or thereafter fails diligently to prosecute the same to completion).

12.2 Remedies.

Upon the occurrence of any Event of Default, Owner, at its option and election, and without further demand or notice, shall have all of the following rights and remedies:

12.2.1 Termination of Agreement.

Owner shall have the right to terminate this Agreement, effective immediately upon written notice to User. Upon termination of this Agreement, User's ownership of any improvements shall end automatically and Owner shall succeed to ownership of any improvements free and clear of all liens or encumbrances. Owner shall have the right to re-enter the Parking Spaces and the improvements to remove and eject all persons therefrom, to take possession thereof, and to use and enjoy the Parking Spaces and the improvements and Owner shall have all other remedies at law or in equity that may be applicable to Owner, and if any automobiles or other property is not promptly removed, Owner may remove and dispose of the same without liability to User.

12.3 Waiver of Claims.

User hereby waives all claims and demands against Owner for damages or loss arising out of or in connection with any lawful exercise by Owner of any one or more of its rights and remedies under this Section 12.

12.4 Waiver of Rights of Redemption.

In the event of the lawful exercise by Owner of any one or more of its rights and remedies under Section 12.2, User hereby expressly waives any and all rights of redemption or relief from forfeiture under California Code of Civil Procedure Section 1174 or 1179, or granted by or under any present or future laws, and further releases Owner, from any and all claims, demands and liabilities by reason of such lawful exercise by Owner.

12.5 Cumulative Remedies.

The various rights, options, elections, powers and remedies reserved to Owner herein shall be cumulative, and, except as otherwise provided by law, Owner may pursue any or all such rights and remedies, whether at the same time or otherwise, and no single right shall be deemed to be exclusive of any of the other or of any right or priority allowed by law or in equity. No delay or omission of Owner to exercise any right or remedy shall be construed as a waiver of any such right or remedy or waiver of any Event of Default. In addition to the foregoing, Owner may exercise any other remedy now or hereafter available to a landlord against a defaulting tenant under the laws of the State of California.

12.6 Default by Owner.

Owner shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation for thirty (30) days following the delivery by User to Owner of written notice specifying the obligation Owner has failed to perform; provided, however, in the event that the nature of

Owner's obligation is such that more than thirty (30) days are required for its performance, Owner shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

13. SURRENDER AT END OF TERM.

Upon the expiration or other termination of this Agreement, ownership of the New Improvements shall pass automatically to Owner, unless Owner elects to have improvements removed by User pursuant to Section 6.3, and User shall quit and surrender the Parking Spaces and the New Improvements to Owner, broom clean and in good order and condition, ordinary wear and tear, casualty and damage by the elements excepted, and, except as otherwise provided in this Agreement, User shall remove all of its personal property and shall promptly repair any damages to the Parking Spaces caused by such removal. User's obligation to perform this covenant shall survive the expiration or other termination of this Agreement.

14. [INTENTIONALLY DELETED]

15. QUIET ENJOYMENT.

Upon paying the amounts payable by User and observing and performing all the provisions on User's part to be observed and performed pursuant to this Agreement, User may peaceably and quietly enjoy the Parking Spaces, subject, nevertheless, to the provisions of this Agreement and to any Senior Liens, to which this Agreement and the rights of User are subordinate.

16. TRANSFER OF LANDLORD'S INTEREST.

In the event of any transfer of Owner's interest in the Parking Spaces, the transferor automatically shall be relieved of any and all obligations and liabilities accruing from and after the date of such transfer, but shall not be released from any obligations or liabilities accruing prior to the date of such transfer.

17. SECURITY FOR PERFORMANCE.

As security for the full and faithful performance of each and every provision of this Agreement to be performed by User, Owner shall continue to hold the sum of \$5,199.30. In the event of an Event of Default on the part of User with respect to any provision of this Agreement, including, but not limited to, the provisions relating to the payment of rent or any other amount due hereunder, Owner may draw against all or any part of said deposit or utilize any proceeds paid thereunder for the payment of any amount in default, to cure any Event of Default or to repair any damage to the Parking Spaces caused by User. In the event that Owner uses any portion of said deposit pursuant to this Section, User shall, within ten (10) days after written demand therefor, obtain and deliver to Owner funds restore said deposit to the amount of one (1) month's rent (at the then current rate), and User's failure to do so shall be an Event of Default under Section 12.1.6 of this Agreement. In the event Owner applies any of the security deposit as provided in this Section, such action shall not constitute an election or waiver of any other rights or remedies which Owner may have by virtue of User's default.

18. RULES AND REGULATIONS OF LANDLORD.

User shall and shall cause its licensees and users to comply with all uniform rules and regulations adopted by Owner for use of the Parking Spaces and the Airport, as the same may be amended from time to time by Owner. Owner shall provide User with a copy of all such rules and regulations and any and all amendments thereto. Owner shall not be responsible to User for the nonperformance of any other User or occupant of the Airport of any of said rules and regulations.

19. TOXIC MATERIALS AND REMEDIATION OF CONTAMINATION.

User shall perform or shall cause each User Party to perform the obligations, duties and covenants set forth in this Section 20. Performance by a User Party shall be accepted by Owner as performance by User; provided, however, that User, at all times, shall be fully obligated and liable to Owner for the complete and timely performance of the obligations, duties and covenants set forth in this Section 20 and Owner shall not be required to look to any User Party for any such performance or to enforce any remedy hereunder.

19.1 Use Prohibited Without Consent.

User shall not cause or permit any Toxic Materials (as defined in Section 20.16.5) to be brought onto, stored, used, generated, recycled, or disposed of (collectively "Use of Toxic Materials") in, on, under or about the Parking Spaces or the New Improvements by any User Party, without the prior written consent of Owner, which Owner shall not unreasonably withhold, condition or delay so long as User demonstrates to Owner's reasonable satisfaction that such Toxic Materials, and the quantities thereof, are necessary or useful to the User Party's business and that the User Party's use of such Toxic Materials shall be in compliance with all Environmental Laws (as defined in Section 20.16.3). User shall demonstrate that such Toxic Materials are necessary or useful by submitting information to Owner in accordance with Section 20.3.

19.2 Compliance with Environmental Laws.

User shall cause each User Party to comply, at User's or such User Party's sole cost, with all Environmental Laws applicable to all Toxic Materials and to the lawful conduct of the User Party's business to the extent performed on or about the Parking Spaces. It shall be the sole obligation of each User Party to obtain any permits and approvals required for the operation of the User Party's business pursuant to the Environmental Laws. To the extent such action is necessary because of any "User's Contamination" (as defined in Section 20.16.4), User shall or shall cause any responsible User Party to investigate the site conditions and perform to completion, in the manner provided in Section 19.6, any and all investigation, clean up, remediation, removal or restoration work: (i) necessary to bring the Parking Spaces into compliance with the Environmental Laws; (ii) necessary to bring any other real property into compliance with the Environmental Laws in the event of any migration of Toxic Materials from the Parking Spaces to such other real property; (iii) necessary to maintain the Parking Spaces in compliance with the Environmental Laws; or (iv) required by any federal, state, regional, municipal or local governmental agency or political subdivision ("Agency") at any time during

or after the term of this Agreement; or (v) necessary to restore the condition of the Parking Spaces to a level below regulatory action levels. The obligations of User under this Section shall survive the termination of this Agreement.

19.3 Disclosure.

Prior to or upon the last day of each six (6) month period during the term of this Agreement, User shall submit to Owner the following documents: (i) an inventory or list of all compounds or products that contain Toxic Materials which were used, stored or disposed of by each User Party on or about the Parking Spaces or improvements during the prior year, (ii) all Material Safety Data Sheets for said compounds or products containing Toxic Materials, (iii) an estimate of the quantity or volume of such products or compounds used, stored or disposed of on or about the Parking Spaces during the prior year, and (iv) copies of all hazardous waste manifests for wastes generated on the Parking Spaces and sent offsite for treatment, storage, disposal or recycling.

19.4 Business Plan.

If any User Party's business conducted or to be conducted in, on, under or about the Parking Spaces requires the establishment and implementation of a business plan pursuant to California Health and Safety Code Sections 25500 et seq., concerning the handling of hazardous materials, User shall immediately give written notification to Owner that the User Party's business is subject to the business plan requirement of such Code and that the business is in compliance with such Code. A copy of the plan shall be delivered to Owner with such notification.

19.5 User's Indemnity.

User shall be solely responsible for and shall defend, indemnify and hold harmless the Owner Parties, from and against any and all Liabilities (as defined in Section 20.16.6) arising out of, resulting from or caused by the Use of Toxic Materials on the Parking Spaces, or the presence of Toxic Materials in the soil, subsoil, or groundwater located in, on or under the Parking Spaces, or the effect of Toxic Materials migrating to other real property or groundwater from the Parking Spaces, but only to the extent that the Liabilities are the result of or caused by User's Contamination. The indemnification by User under this Section shall survive the termination of this Agreement.

19.6 Cleanup of User's Contamination.

User shall take any and all action that any Agency lawfully requires to be taken to investigate, clean-up, remediate or remove User's Contamination (the "Necessary Action"). In addition to any notification to Owner required by Section 20.7, User shall promptly furnish Owner with a copy of all correspondence between any User Party or its environmental consultants and each involved Agency concerning the Necessary Action. On or before ten (10) business days prior to any User Party's submittal of any work plans or descriptions of the Necessary Action to each involved Agency, User shall furnish Owner with a draft copy of said document for Owner's review and comment. Owner shall have the right to submit written comments on all aspects of the work plan to any User Party and to each involved Agency,

including without limitation, comments on the remediation methodology and appropriateness of clean up levels. User shall provide Owner with written notice of all meetings with Agencies concerning the Necessary Action, which notices shall be provided where possible ten (10) business days in advance of the meeting. Owner and its consultants shall have the right to attend and participate actively in all meetings with Agencies concerning the Necessary Action. Except in the case of an emergency, no Necessary Action shall be commenced without (i) written approval by the lead Agency, if one exists, or by all Agencies having and asserting jurisdiction over the Necessary Action and (ii) where practical, ten (10) business days written notice to Owner. Owner shall have the right to have a representative present on the Parking Spaces at all times during the implementation of the Necessary Action by any User Party. User agrees that the Necessary Action will be supervised by and certified by a registered professional engineer. User hereby releases the Owner Parties from responsibility for, and indemnifies the Owner Parties (with counsel approved by the Owner Parties) against any Liability in connection with the Necessary Action. If any User Party fails to take the Necessary Action on a timely basis, Owner may, but shall not be obligated to, take the Necessary Action and in such event, all costs incurred by Owner with respect thereto shall be for the account of User and recoverable as additional rent hereunder.

19.7 Notice.

If any User Party is required by statute or regulation to give notice to any Agency about any Contamination, User shall immediately give Owner's Director of Airport Operations the same notice by telephone at (818) 840 8840, which shall be confirmed by written notice not later than the next business day. This obligation to notify Owner shall also extend to any personal injuries or property damage to third parties resulting directly or indirectly from said Contamination. If User becomes aware of the presence of or use of any Toxic Materials not authorized in accordance with the terms of this Agreement, or of any Contamination not subject to the notification provisions of the first sentence of this Section 20.7, User shall immediately give written notice of such condition to Owner to the extent required by California Health and Safety Code Section 25359.7.

19.8 Storage and Use of Toxic Materials.

Any and all Toxic Material permitted in, on, under or about the Parking Spaces pursuant to this Agreement shall be stored and used in strict compliance with all Environmental Laws. No underground storage tanks shall be constructed, installed or used without Owner's prior written consent, which consent may be withheld by Owner in its absolute discretion.

19.9 Disposal of Toxic Materials.

Notwithstanding anything to the contrary contained in this Section 20, User shall not release or dispose of any Toxic Material, in the drains, storm drains, sewers, plumbing, or any other drainage facility within the Parking Spaces, New Improvements, or the Airport that will cause or contribute to a violation of Environmental Laws or Contamination. The offsite disposal of Toxic Materials shall be in strict compliance with all Environmental Laws.

19.10 Safety.

User shall maintain Material Safety and Data Sheets for each and every item or product containing any regulated amount of Toxic Material brought onto the Parking Spaces. Such information shall be kept current at all times.

19.11 Fees, Taxes and Fines.

User shall pay, prior to delinquency, any and all fees, taxes (including excise taxes) and fines which are charged upon or incident to User's activities related to Toxic Materials, provided User shall have the right to contest the validity or amount of any such fees, taxes or fines, so long as (i) User establishes a reserve in the amount thereof on its financial statements and (ii) shall not allow such obligations to become a lien or charge against the Parking Spaces, New Improvements or the Airport or upon Owner.

19.12 Delivery of Documentation.

User shall deliver to Owner true and correct copies of the following documents related to compliance with Environmental Laws concurrently with the receipt from or submission to an Agency: (i) permit applications; (ii) permits and approvals; (iii) notices of violations of Environmental Laws and User's responses thereto; (iv) environmental assessments, and (v) any other documents related to compliance with Environmental Laws that Owner may reasonably request from time to time.

19.13 Annual Site Investigation.

In addition to Owner's right of access to the Parking Spaces set forth in Section 1.5, Owner shall have the right, but not the obligation, to conduct annually an environmental inspection and assessment of the Parking Spaces during each year of the term of this Agreement, either alone or in conjunction with other areas of the Airport, and to utilize the services of an environmental consultant or consulting firm for such inspection and assessment. User shall pay, as additional rent hereunder, fifty percent (50%) of the reasonable cost of each such annual inspection applicable to the Parking Spaces. If the environmental inspection and assessment of the Parking Spaces discloses the existence of any User's Contamination, User shall take any and all Necessary Action as provided in Section 20.6. In the event that Owner elects not to conduct an annual environmental inspection and assessment, or if Owner's environmental inspection and assessment fails to discover or disclose any User's Contamination, User shall not be excused from performing its obligations or relieved from liability to Owner under this Section 20.

19.14 Environmental Assessment at End of Agreement Term.

On or before the expiration or termination of this Agreement, User shall take any and all action required to be taken under the Environmental Laws in order to: (i) surrender the Parking Spaces to Owner free of any and all Toxic Materials present in amounts exceeding then applicable Agency action levels as a result of User's Contamination; and (ii) close or remove any storage tanks in, on, under or around the Parking Spaces to the extent installed by User, unless otherwise directed in writing by Owner. Such closure or removal shall be deemed to constitute Necessary Action within the meaning of Section 20.6 hereof, and all the provisions of Section

20.6 relating to Necessary Action shall be applicable to such closure and removal. Unless waived in writing by Owner, User, within ninety (90) days of commencement of this Agreement and within ninety (90) days prior to the expiration or termination of this Agreement or prior to any permitted assignment or subletting of all or any portion of the Parking Spaces, shall provide to Owner a written report certifying that each User Party is in compliance with the Environmental Laws, or, if this Agreement is expiring or terminating, that each User Party has complied with the provisions of this Section 20. This report shall contain the following information: (i) a list of all permits issued under Environmental Laws regulating each User Party's business on the Parking Spaces and a description of all such permits; (ii) for each permit on the list, a description of the particular area or operation that requires compliance with such permit by a User Party; (iii) for each permit on the list, a description of each User Party's compliance program for the Environmental Law or corresponding regulatory program; (iv) for each permit on the list, a list of all alleged violations for the prior calendar year or Annual Period, or an affirmative statement that there were no alleged violations during said period; (v) copies of environmental assessments or compliance audits done during the prior calendar year; and (vi) a certification. The certification shall be signed and notarized by an appropriate corporate manager of User who has direct responsibility for environmental compliance at the Parking Spaces. The certification shall state as follows: "I, (name), am an employee of (User's name). My title is (Title). My job responsibilities include direct responsibility for monitoring and assessing environmental compliance at (Parking Spaces). This report has been prepared by me or under my direct supervision during the course of my employment for (User's name). I hereby certify that I have personal knowledge of the facts in the report and that said facts are true, accurate and complete. I also certify that (the Parking Spaces) are in compliance with all applicable federal, state and local environmental laws except to the extent otherwise disclosed in this report. (Signature, notary seal and date.)" User shall bear all costs of such reports and shall reimburse Owner for any and all reasonable out-of-pocket costs incurred by Owner in connection with its review of such report. From time to time during the Agreement term, but no more often than once per Annual Period, Owner shall have reasonable access to the Parking Spaces to conduct an environmental assessment to audit User's compliance with Environmental Laws.

19.15 Prohibited Substances.

The following substances are strictly prohibited from being brought onto the Parking Spaces, New Improvements or the Airport in any quantities whatsoever: (i) arsines; (ii) dioxins, including dioxin precursors and intermediates; (iii) polychlorinated biphenyls; and (iv) any chemical marked with an asterisk (*) in 22 California Code of Regulations Section 66680(d) as amended, or any waste which meets the definition of extremely hazardous waste in 22 California Code of Regulations Sections 66720 and 66723, as amended.

19.16 Definitions.

19.16.1 Claims.

The term "Claims" means any and all demands, claims, actions, causes of action, proceedings, judgments, awards, damages, fines, penalties, liabilities, obligations, losses, costs and expenses, including, without limitation, reasonable attorneys' fees, of any nature

whatsoever, whether now existing or hereafter arising, known or unknown, foreseen or unforeseen, fixed or contingent.

19.16.2 Contamination.

The term “Contamination” means any spilling, discharging, releasing or disposing of Toxic Materials on, in, under or about the Parking Spaces, or any other contamination or deterioration of groundwater, subsoil or soil in, on, under or originating from the Parking Spaces.

19.16.3 Environmental Laws.

The term “Environmental Laws” means any and all laws, rules, regulations, judgments, orders, permits, licenses, agreements, covenants, restrictions, requirements, policies or the like enacted now or hereafter relating to or governing in any way the environmental condition of soil, air, water, groundwater or the presence of Toxic Materials in or affecting all or any portion of the Parking Spaces, including, without limitation, the statutes described in the definition of Toxic Materials.

19.16.4 User’s Contamination.

The term “User’s Contamination” means any spilling, discharging, releasing or disposing of Toxic Materials by any User Party or by any other persons subject to any User Party’s control on, in, under or about the Parking Spaces or the New Improvements, but shall not include any discharge or release migrating to the Parking Spaces from other portions of the Airport or other adjacent real property. Owner and User agree that, in any action or proceeding between one or more User Parties and Owner Parties in which it is necessary for the finder of fact to determine whether Contamination is User’s Contamination, for purposes of interpreting or applying the provisions of this Agreement relating to Contamination, all Contamination constitutes User’s Contamination except to the extent that a User Party can prove, either (i) by a preponderance of admissible direct evidence, without the use of circumstantial evidence, or (ii) by clear and convincing admissible evidence, which may include the use of admissible circumstantial evidence, that some or all of the Contamination is not User’s Contamination.

19.16.5 Toxic Materials.

The term “Toxic Materials” means any hazardous or toxic materials, pollutants, effluents, contaminants, radioactive materials, flammables, explosives, pesticides, chemicals known to cause cancer or reproductive toxicity, emissions, wastes or any other chemicals, materials or substances, whose handling, storage, release, transportation or disposal is or becomes prohibited, limited or regulated by any federal, state, county, regional or local authority or, even if not so regulated, is or becomes known to pose a hazard or potential threat to the health and safety of any person or to the environment. The term Toxic Materials shall include, without limitation, the following compounds: (i) asbestos, (ii) petroleum, petroleum by products, and petroleum degradation products, (iii) polychlorinated biphenyls, (iv) all substances now or hereafter defined as a “hazardous substance” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, Section 101 (14), 42 U.S.C. Section

9601(14), including petroleum, crude oil, and any fractions thereof, (v) all substances now or hereafter defined as “extremely hazardous substances” pursuant to the Emergency Planning and Community Right to Know Act of 1986, Section 302(a), 42 U.S.C. Section 11002(a), (vi) all substances now or hereafter defined as “hazardous waste” by Section 25117 of the California Health and Safety Code, (vii) all substances now or hereafter designated by the Governor of the State of California as substances known to the state to cause cancer or reproductive toxicity pursuant to California Health and Safety Code Section 25249.8, (viii) all substances now or hereafter defined as an “economic poison” pursuant to California Health and Safety Code Section 12753, and (ix) all substances now or hereafter defined as “extremely hazardous waste” pursuant to California Health and Safety Code Section 25115.

19.16.6 Liabilities.

The term “Liabilities” shall mean any and all Claims (as defined in Section 20.16.1 above) arising out of, resulting from or caused by the release, discharge, storage, handling, use, accumulation, transportation, generation, migration, disposal, investigation, clean-up, remediation or removal of any Toxic Materials caused by any User Party or any of their respective licensees, permittees or invitees, including, without limitation, the following: (i) diminution in value of the Airport or the Parking Spaces, (ii) damages for the loss or restriction on use of rentable or usable space or of any amenity of the Airport or the Parking Spaces, (iii) damages arising from any adverse impact on marketing of space at the Airport or the Parking Spaces, (iv) sums paid in settlement of Claims (including, without limitation, reasonable attorneys fees, consultant fees and expert fees), (v) damages caused by the breach or nonperformance by User of any covenant or other provision of this Agreement, and (vi) costs incurred in connection with any investigation of site conditions and any cleanup, remediation, removal or restoration work necessary should User fail to comply with Section 20.6.

20. [INTENTIONALLY DELETED]

21. MISCELLANEOUS.

21.1 Agreement Interpretation.

This Agreement contains the entire agreement between the parties hereto, and no prior or contemporaneous agreement or understanding shall be effective for any purpose, all of which, if any, are hereby terminated or rescinded, except as to provisions which are expressly stated to survive termination and any indemnity or insurance obligations in favor of Owner. Except as otherwise expressly provided herein, no provision of this Agreement may be amended or added to, except by an agreement in writing signed by the parties hereto or their respective successors in interest. User agrees that it shall not unreasonably refuse to execute any amendment of or supplement to this Agreement which Owner determines is necessary or advisable in order to comply with applicable laws, governmental regulations or Owner’s uniform policies reflected in resolutions in effect from time to time; provided User shall not be required to execute any amendment of or supplement to this Agreement which impairs the rights and benefits of User or increases the obligations and liabilities imposed on User under this Agreement.

21.2 Disclaimer of Partnership or Agency.

Neither Owner nor User are the legal representatives or agents of the other party for any purpose whatsoever and neither party shall have the power or authority to assume or create, in writing or otherwise, any obligation or responsibility of any kind, express or implied, to transact business, to make any warranty or otherwise to act in any manner in the name of or on behalf of the other party. This Agreement shall not be construed as constituting or creating a partnership between Owner and User or as creating any other form of legal association between Owner and User which would impose liability upon one party for the act or the failure to act of the other party.

21.3 Waivers.

The waiver by either party of any provision of this Agreement shall not be deemed to be a waiver of any other provision hereof or of any subsequent breach of the same or any other provision. Owner's consent to any act by User requiring Owner's consent shall not be deemed to render unnecessary the obtaining of Owner's consent to any subsequent act by User, whether or not similar to the act so consented. The subsequent acceptance by Owner of any amount due from User hereunder shall not be deemed to be a waiver of any preceding breach or Event of Default by User of any provision of this Agreement, other than the failure of User to pay the particular amount so accepted, regardless of Owner's knowledge of such preceding breach at the time of acceptance of such amount. No waiver on the part of Owner with respect to any provision of this Agreement shall be effective unless such waiver is in writing.

21.4 Successors and Assigns.

The provisions contained in this Agreement shall bind and inure to the benefit of Owner, User and, except as otherwise provided in this Agreement, their respective successors and assigns.

21.5 Notices.

All notices, requests, demands and other communications given, or required to be given under this Agreement, shall be in writing, duly addressed to the parties as follows:

To Owner: Burbank-Glendale-Pasadena
 Airport Authority
 2627 Hollywood Way
 Burbank, CA 91505
 Attn: Contracts and Properties Administrator

To User: Center Staging
 3407 Winona Avenue
 Burbank, CA 91504
 Attn: Mitch Clark

Any notices properly addressed, sent by registered or certified mail, return receipt requested, shall be deemed to have been duly given and received seventy-two (72) hours after they are deposited in the United States mail, postage prepaid. Notices shall be deemed delivered and received at the time delivered if properly addressed and delivered to the addresses set forth in this Section during normal business hours or personally delivered to the person to whose attention they are addressed or sent by confirmed telecopy to a party's regular business telecopier during regular business hours. Notice sent by any other manner shall be effective upon actual receipt of the addressee. Any party may change its address for purposes of this Section by giving notice to the other party as provided in this Section.

21.6 Brokers.

User warrants that it has not had any dealings with any real estate broker or agent in connection with this Agreement, and User agrees to defend, indemnify and hold harmless the Owner Parties from and against any and all Claims for any compensation, commission or other charge by any finder or any other real estate broker or agent claiming through User.

21.7 Recording.

User shall not record this Agreement.

21.8 Governing Law.

This Agreement shall be governed by and construed pursuant to the law of the State of California applicable to contracts made and to be performed fully within such state.

21.9 Signs.

User shall not, without the prior written consent of Owner, install or affix any signs or advertisements on or to the Parking Spaces, new improvements or the Airport.

21.10 Attorneys' Fees.

In the event of any action or proceeding (including, without limitation, any bankruptcy proceeding) to enforce or construe any of the provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to reasonable attorneys' fees and costs.

21.11 No Third Party Beneficiaries.

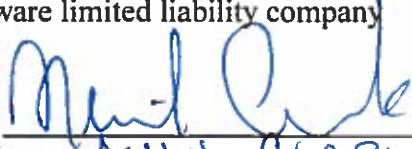
There are no third party beneficiaries of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of on the date first set forth above.

**BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY, a public entity**

By: _____
Print Name: _____
Title: _____

**CENTERSTAGING,
a Delaware limited liability company**

By:  _____
Print Name: Mitch CLARK
Title: PRESIDENT

[illegible]

Exhibit B
FAA GRANT AGREEMENT ASSURANCES

NONDISCRIMINATION

A. User, for itself, its representatives, successors in interest, and permitted assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the Parking Spaces that in the event facilities are constructed, maintained, or otherwise operated on the Parking Spaces for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, User shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

B. Users for itself and its representatives, successors in interest and permitted assigns as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the Parking Spaces that:

1. No person on the ground of race, color, or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of the Parking Spaces;

2. In the construction of any Improvements on, over or under the Parking Spaces, if allowed, and the furnishings of services thereon, no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

3. User shall use the Parking Spaces in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

C. In the event of breach of any of the above nondiscrimination covenants, Owner shall have the right to terminate this Agreement and to re-enter and to repossess the Parking Spaces, and hold the Parking Spaces as if this Agreement had never been made. This provision does not become effective until the procedures of 49 Code of Federal Regulations Part 21 are followed and completed, including expiration of appeal rights.

D. User shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that User may make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

E. Noncompliance with Provision D, above shall constitute a material breach hereof and in the event of such noncompliance Owner shall have the right to terminate this Agreement and the estate hereby created without liability therefor or, at the election of Owner or the United States, either or both thereof shall have the right to judicially enforce Provisions A, B, C and D above.

F. Applicant agrees that it shall insert the above five provisions in any Permitted Sublease, license or agreement by which said User grants a right or privilege to any person, firm or corporation to render accommodations and/or service to the public at the Parking Spaces.

PROJECT LABOR AGREEMENT
BY AND BETWEEN
THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
AND
LOS ANGELES/ORANGE COUNTIES
BUILDINGS AND CONSTRUCTION TRADES COUNCIL
AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

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ATTACHMENT A – LETTER OF ASSENT

ATTACHMENT B – AREA RESIDENT ZIP CODES

ATTACHMENT C – CRAFT REQUEST FORM

ATTACHMENT D – DRUG AND ALCOHOL TESTING POLICY

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
PROJECT LABOR AGREEMENT

This Project Labor Agreement (“Agreement”) is entered into effective as of ~~June 20~~August 15, 2016, by and between the Burbank-Glendale-Pasadena Airport Authority (“Authority”), the Los Angeles/Orange Counties Building and Construction Trades Council (“Trades Council”), and the signatory Craft Councils and Local Unions signing this Agreement (collectively, the “Union” or “Unions”). This Agreement establishes the labor relations policies and procedures to be used during the demolition, rehabilitation, replacement and construction of the Bob Hope Airport Replacement Terminal Project, for the Authority, the Contractors awarded contracts for Project Work and for the crafts persons employed by the Contractors, as more fully described below. The Authority, Trades Council and Unions are hereinafter referred to herein as “Party” or “Parties.”

It is understood by the Parties that for the duration of this Agreement, it shall be the policy of the Authority for all Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (a form of which is attached as Attachment A), and to require each of its subcontractors, of whatever tier, to become so bound. The Authority shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the Authority.

It is further understood that the Authority shall actively administer and enforce the obligations of this Agreement to ensure that the benefits envisioned from it flow to all signatory Parties, the Contractors and crafts persons working under it, and the residents surrounding the geographic area of the Authority. The Authority shall therefore designate a “PLA Administrator,” either from its own staff or an independent contractor, to serve as the Authority’s liaison for Contractors and other persons; to monitor compliance with this Agreement; to assist, as the authorized representative of the Authority, in developing and implementing the programs referenced herein, all of which are critical to fulfilling the purposes of the Parties and this Agreement; and to otherwise administer this Agreement.

ARTICLE 1
DEFINITIONS

Section 1.1 “Airport Manager” means TBI Airport Management, Inc., or any successor firm contracted by the Authority to manage the Bob Hope Airport.

Section 1.2 “Agreement” or “PLA” means this Project Labor Agreement.

Section 1.3 “Apprentice” means those employees indentured and participating in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.4 “Area Resident” means a Tier 1 Area Resident and a Tier 2 Area Resident, specifically residents of the U.S. Postal Service zip codes on the list attached hereto as Attachment “B”.

Section 1.5 “Authority” means the Burbank-Glendale-Pasadena Airport Authority, a joint powers authority operated under the provisions of California Government Code section 6546.1.

Section 1.6 “Construction Contract” or “Construction Contracts” means any public works or improvement contract entered into by the Authority that is/are necessary to complete the Project Work, as well as subcontracts at any tier.

Section 1.7 “Contractor” means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a Construction Contract with the Authority or any of its contractors or any of the Authority’s or contractor’s subcontractors of any tier.

Section 1.8 “Eligible Veteran” shall have the same meaning as the term “veteran” as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time.

Section 1.9 “Joint Labor/Management Apprenticeship Program” means a joint Union and Contractor administered apprenticeship program certified by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.10 “Letter of Assent” means the document that each Contractor (of any tier) must sign and submit to the Authority before beginning any Project Work, which formally binds such Contractor(s) to adherence to all the forms, requirements and conditions of this Agreement in the form attached hereto as Attachment A.

Section 1.11 “Master Labor Agreements” or “MLAs” means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement, as such may be changed from time-to-time.

Section 1.12 “Project” means the proposed Replacement Passenger Terminal Project, as described in Exhibit A.

Section 1.13 “Project Work” means the demolition, rehabilitation, replacement and construction work necessary to complete the Project, to be performed pursuant to a Construction Contract entered into by the Authority.

Section 1.14 “Subscription Agreement” means the contract between a Contractor and a Union’s Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of the MLA.

Section 1.15 “Tier 1 Area Resident” means a resident of the cities of Burbank, Glendale and Pasadena, specifically residents of the U.S. Postal Service zip codes on the list attached hereto as Attachment “B” and identified as Tier 1 Area Resident Zip Codes.

Section 1.16 “Tier 2 Area Resident” means a resident of the portions of the City of Los Angeles in the vicinity of the Airport, specifically residents of the U.S. Postal Service zip codes on the list attached hereto as Attachment “B” and identified as Tier 2 Area Resident Zip Codes.

ARTICLE 2

SCOPE OF THE AGREEMENT

Section 2.1 General. This Agreement shall apply and is limited to all of the Authority's Project Work, performed by those Contractor(s) of whatever tier that have contracts awarded for such work.

Section 2.2 Project Modifications. It is understood by the Parties that the Authority may at any time, and at its sole discretion, determine to build additional buildings, facilities, roads and other projects under this Agreement which are not currently proposed to be covered under this Agreement, or to modify or not to build any one or more particular segments proposed to be covered.

Section 2.3 Applicability. The Parties agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project Work, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis.

Section 2.4 Exclusions. Items specifically excluded from the scope of this Agreement include the following:

2.4.1. Any Project Work performed pursuant to a Construction Contract with a total contract price of \$125,000 or less. For purposes of this Section 2.4.1, the determination of total contract price shall exclude the amount of any reimbursable expenses.

2.4.2. Work of non-manual employees, including superintendents; teachers; supervisors (except those covered by a MLA above the level of general foreman); staff engineers; time keepers; mail carriers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, executive, administrative, supervisory and management employees;

2.4.3. Equipment and machinery owned or controlled and operated by the Authority or Airport Manager;

2.4.4. All off-site manufacture and handling of materials, equipment or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites dedicated solely to the Project, and the movement of materials or goods between such locations and a Project site are within the scope of this Agreement;

2.4.5. All work performed by Authority employees, Airport Manager employees, tenant employees, the PLA Administrator, design teams (including architects, engineers and master planners), or any other consultants for the Authority (including, but not limited to, project managers and construction managers and their employees) and their sub-consultants, and other employees of professional service organizations not performing manual labor within the scope of this Agreement. Notwithstanding the preceding sentence, it is understood and agreed that Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) are a covered craft under this PLA. This inclusion applies to the scope of work defined in the State of California Wage Determination for that Craft, and includes such work where it is referred to by utilization of such terms as "quality control" or "quality assurance";

2.4.6. Any work performed near, or leading to a site of work covered by this Agreement and undertaken by state, county or other governmental bodies, or their contractors; or by public utilities or their contractors; and/or by adjacent third party landowners; and/or by the Authority or its contractors (for work which is not within the scope of this Agreement);

2.4.7. ~~Maintenance~~All off-site maintenance of leased equipment and on-site supervision of such maintenance work;

2.4.8. Work by employees of a manufacturer or vendor, or contractor designated by a manufacturer or vendor, necessary to maintain such manufacturer's or vendor's warranties or guaranty, as provided in Section 9.4.1;

2.4.9. Non-construction support services contracted by the Authority, Authority consultants, the PLA Administrator, or Contractor in connection with a Project;

2.4.10. Laboratory work for testing;

2.4.11. All work by employees of the Authority or its contractors or tenants involving general maintenance and/or repair and/or janitorial work;

2.4.12. All transportation of goods and materials to and from the Project site. Except in those instances where it is necessary to setup a work area adjacent to the Project site, then the transportation of goods and materials from that ancillary site to the Project site will be covered under this PLA.

Section 2.5 Awarding of Contracts.

2.5.1. The Authority and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on Project Work to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is ready, willing, and able to execute and comply with this Agreement should such Contractor be awarded work covered by this Agreement.

2.5.2. It is agreed that all Contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of the Letter of Assent set forth in Attachment A hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance of the construction contract, the Contractor shall provide a copy of this Agreement to such subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the PLA Administrator and to the Trades Council.

Section 2.6 Coverage Exception.

2.6.1. This Agreement shall not apply if the Authority receives funding or financial assistance from any Federal, State, local or other public entity for the Construction Contract if a requirement, condition or other term of receiving that funding or financial assistance, at the time of the awarding of the contract, is that the Authority not require bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organizations. The Authority agrees that it will make every reasonable effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

2.6.2. In case of conflict other than those stated in Section 2.6.1, where particular provisions of this Agreement would be prohibited by Federal or State law, or where the application of this Agreement would violate or be inconsistent with the terms, conditions or contingencies of a grant or a contract with an agency of the United States or the State of California or other public entity, then the PLA Administrator shall adapt requirements of this Agreement into a set of contract provisions that advance the purposes of this Agreement to the maximum extent feasible without conflicting with Federal or State law or with terms, conditions or contingencies of the State or Federal or public entity grant or contract in question. The Authority shall include that set of contract provisions in the public works or improvement contract with regard to portions of the Project for which this Agreement would conflict with Federal or State requirements.

Section 2.7 Master Labor Agreements.

2.7.1. The provisions of this Agreement, including the MLAs of the signatory Unions having jurisdiction over the work on the Project and which are incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this Agreement is also covered by a MLA, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a MLA and not covered by this Agreement, the provisions of the MLA shall prevail. Any dispute as to the applicable source between this Agreement and any MLA for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 10.

2.7.2. It is understood that this Agreement, together with the referenced MLAs, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Agreement, the Contractor will not be obligated to sign any other local, area or national

collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory Participation or Subscription Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Participation Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its subcontractors sign the applicable Participation or Subscription Agreement, with the appropriate Craft Union prior to the subcontractor beginning work on covered Projects.

Section 2.8 Workers' Compensation Carve-out. The Parties recognize the potential which the Project Work may provide for the implementation of a cost effective workers' compensation system, as permitted by revised California Labor Code Section 3201.5. Should the Authority request, the Union parties agree to meet and negotiate in good faith with representatives of the Authority for the development, and subsequent implementation, of an effective program involving improved and revised dispute resolution and medical care procedures for the delivery of workers' compensation benefits and medical coverage as permitted by the California Labor Code.

Section 2.9 Binding Signatories Only. This Agreement shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party not performing Project Work.

Section 2.10 Other Authority Work. This Agreement shall be limited to Project Work within the scope of this Agreement as referenced in Section 2.1 above. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, including but not limited to work in and around a Project site.

Section 2.11 Separate Liability. It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the Authority or PLA Administrator and/or any Contractor.

Section 2.12 Completed Project Work. As areas of covered work are accepted by the Authority, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the Authority or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the Authority.

Section 2.13 Project Support. The Unions and Trades Council acknowledge their support for the Project. The Unions and Trades Council shall not take any action, written or otherwise, in opposition to the Project.

ARTICLE 3 UNION RECOGNITION AND EMPLOYMENT

Section 3.1 Recognition. The Contractor recognizes the Trades Council and the Unions as the sole and exclusive bargaining representative for the employees engaged in Project Work. The Contractor further recognizes that the Unions shall be the primary source of all craft labor employed on the Projects. In the event that a Contractor has its own core workforce, such Contractor shall follow the procedures outlined in Section 3.7 below.

Section 3.2 Contractor Selection of Employees. The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 3.3 and Section 4.3, below. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting pay required by Section 6.6; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

Section 3.3 Referral Procedures.

3.3.1. For signatory Unions now having a job referral system contained in a MLA, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination.

3.3.2. The Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The Unions will work with their affiliated regional and national unions, and jointly with the PLA Administrator and others designated by the Authority, to identify and refer competent craft persons as needed for Project Work, and to identify and hire individuals, particularly residents of the area surrounding the Authority, for entrance into joint labor/management apprenticeship programs, or to participate in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction of maintenance work to be undertaken by the Authority.

3.3.3. The Unions shall not knowingly refer an employee currently employed by a Contractor on a covered Project to any other Contractor.

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting. The Unions and Contractor agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status or disability. Further, it is recognized that the Authority has certain policies, programs,

and goals for the utilization of local small business enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this Agreement which may appear to interfere with local small business enterprises successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be deemed appropriate by the Parties to ensure full compliance with the spirit and letter of the Authority's policies and commitment to its goals for the significant utilization of local small businesses as direct Contractors or suppliers for Project Work.

Section 3.5 Employment of Area Residents and Veterans.

3.5.1. In recognition of the fact that the communities surrounding the Project will be impacted by the construction of the Project Work, the Parties agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft Area Residents for Project Work. The Parties hereby establish a goal that thirty percent (30%) of all construction labor hours worked on the Project shall be performed by Area Residents, as defined herein. Towards that end, the Unions shall exert their best efforts to encourage and provide referrals and utilization of qualified Area Residents. Towards that end, the Unions shall, first, exert their best efforts to encourage and provide referrals and utilization of qualified Tier 1 Area Residents dispatched by the Unions. If the Unions cannot provide the Contractors a sufficient number of qualified Tier 1 Area Residents, the Unions shall then exert their best efforts to recruit and identify for referral Tier 2 Area Residents. For purposes of this Section 3.5.1, Eligible Veterans shall be counted as Area Residents. An Eligible Veteran that is also an Area Resident shall be counted as the equivalent of two Area Residents.

3.5.2. The Contractor will be required to utilize the Employee Craft Request Form whenever requesting the referral of any employee from a Union, a sample of which is attached as Attachment C. The Unions will refer qualified Area Residents regardless of their place on the Unions' hiring halls' list and normal referral procedures, until the goal specified in Section 3.5.1 has been achieved.

Section 3.6 Helmets to Hardhats.

3.6.1. The Parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. It shall be the responsibility of each qualified applicant to provide the Unions with proof of his/her status as an Eligible Veteran.

3.6.2. The Unions and Contractor agree to coordinate with the Center to create and maintain an integrated database of Eligible Veterans interested in working on the Project and of apprenticeship and employment opportunities for the Project. To the extent permitted by law, the Unions will give credit to such Eligible Veterans for bona fide, provable past experience.

Section 3.7 Core Employees.

3.7.1. Except as otherwise provided in separate collective bargaining agreement(s) to which the Contractor is signatory, the Contractor may employ, as needed, first, a member of its core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed, thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 3.3. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for an employer with ten (10) or fewer employees, assuming the remaining employees are qualified to undertake the work available. This provision applies only to a Contractor which is not directly signatory to a current MLA and this provision is not intended to limit the transfer provisions of the MLA of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, the Contractor shall require its core employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment on Project Work.

3.7.2. The core work force is comprised of those employees whose names appeared on the Contractor's active payroll for fifty (50) of the one hundred (100) working days immediately before award of Project Work to the Contractor; who possess any license required by state or federal law for the Project Work to be performed; and who have the ability to safely perform the basic functions of the applicable trade.

3.7.3. Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of its core employees to the PLA Administrator and the Trades Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide reasonably satisfactory proof (i.e., payroll records, quarterly tax records, driver's license, or other reasonably acceptable documentation) evidencing the core employee's qualification as a core employee to the PLA Administrator and the Trades Council.

Section 3.8 Time for Referral. If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may use employment sources other than the Union registration and referral services, and may employ applicants meeting such standards from any other available source. The Contractor shall inform the Union of any applicants hired from other sources within forty-eight (48) hours of such applicant being hired, and such applicants shall register with the appropriate hiring hall, if any, before commencing work.

Section 3.9 Lack of Referral Procedure. If a signatory Union does not have a job referral system as set forth in Section 3.3 above, the Contractor shall give the Union equal opportunity to refer applicants. The Contractor shall notify the Union of employees so hired, as set forth in Section 3.8.

Section 3.10 Union Membership. No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of Project Work; provided, however, that any employee who is a member of the referring Union at the time of referral shall maintain that membership in good standing while employed under this Agreement. All employees shall, however, be required to comply with the Union security provisions of the applicable MLA for the period during which they are performing on-site Project Work to the extent, as permitted by law, of rendering payment of the applicable monthly and working dues only, as uniformly required of all craft employees while working on the Project and represented by the applicable signatory Union.

Section 3.11 Individual Seniority. Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's MLA as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.12 Foremen. The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractor.

Section 3.13 Out of State Workers. In determining compliance with the targeted hiring goals of Section 3.5 above, hours of Project Work performed by residents of states other than California will be excluded from the calculation.

ARTICLE 4 UNION ACCESS AND STEWARDS

Section 4.1 Access to Project Sites. Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security and safety rules.

Section 4.2 Stewards.

4.2.1. Each signatory Union shall have the right to dispatch a working journeyman as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

4.2.2. In addition to his/her work as an employee, the steward shall have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward shall be concerned only with the employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

4.2.3. When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

4.2.4. The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge. The Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable MLA, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

ARTICLE 5 WAGES AND BENEFITS

Section 5.1 Wages. All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. This Agreement does not relieve a Contractor which is directly signatory to a current MLA from paying all of the wages set forth in that MLA.

Section 5.2 Benefits.

5.2.1. Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate MLA and make all employee–authorized deductions in the amounts designated in the appropriate MLA; however, such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. This Agreement does not relieve a Contractor which is directly signatory to a current MLA from making all contributions set forth in that MLA without reference to the foregoing.

5.2.2. The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

5.2.3. The Contractor is required to certify to the PLA Administrator that it has paid all benefit contributions due and owing to the appropriate trust(s) prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the PLA Administrator, the PLA Administrator shall work with a Contractor who is delinquent in

payments to assure that proper benefit contributions are made, to the extent of requesting the Authority or the prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 5.3 Wage Premiums. Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

ARTICLE 6

HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 6.1 Hours of Work. Eight (8) hours per day between the hours of 7:00 a.m. and 7:00 p.m. (Monday through Friday) and between the hours of 8:00 a.m. and 5:00 p.m. (Saturday), plus one-half (½) hour unpaid lunch approximately mid-way through the shift, shall constitute the standard work day. Forty (40) hours per week shall constitute a regular week's work. The work week will start on Sunday and conclude on Saturday. The foregoing provisions of this Article are applicable unless otherwise provided in the applicable prevailing wage determination, or unless changes are permitted by law and such are agreed upon by the Parties. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week, or a Monday through Friday standard work schedule.

Section 6.2 Place of Work. Employees shall be at their place of work (as designated by the Contractor), at the starting time and shall remain at their place of work, performing their assigned functions, until quitting time. The place of work is defined as the gang or tool box or equipment at the employee's assigned work location or the place where the foreman gives instructions. The Parties reaffirm their policy of a fair day's work for a fair day's wage. Except as indicated in Section 6.6, there shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

Section 6.3 Overtime. Overtime shall be paid in accordance with the requirements of the applicable prevailing wage determination. There shall be no restriction on the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who will work overtime. There shall be no pyramiding of overtime (payment of more than one form of overtime compensation for the same hour) under any circumstances.

Section 6.4 Shifts and Alternate Work Schedules

6.4.1. Alternate starting and quitting time and/or shift work may be performed at the option of the Contractor upon three (3) days' prior notice to the affected Union(s), unless a shorter notice period is provided for in the applicable MLA. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (½) hour non-paid lunch period, for eight (8) hours pay. The last shift shall start on or before 6:00 p.m. The first shift starting at or after 6:00 a.m. is designated as the first shift, with the second shift following.

6.4.2. Contractors, the Trades Council and the Union recognize the economic impact upon the Authority and residents within the region of the Project being undertaken by the Authority and agree that all Parties to this Agreement desire and intend Project Work to be

undertaken in a cost efficient and effective manner to the highest standard of quality and craftsmanship. Recognizing the economic conditions, the Parties agree that, except to the extent required by the prevailing wage determination(s) applicable to this Project, employees performing Project Work shall not be entitled to any differentials or additional pay based upon the shift or work schedule of the employees. Instead, all employees working on Project Work shall be paid at the same base rate regardless of shift or work schedule worked.

6.4.3. Because of operational necessities, the second shift may, at the Authority's direction, be scheduled without the preceding shift having been worked. It is recognized that the Authority's operations and/or mitigation obligations may require restructuring of normal work schedules. Except in an emergency or when specified in the Authority's bid specification, the Contractor shall give affected Union(s) at least three (3) days' notice of such schedule changes.

Section 6.5 Holidays. Recognized holidays on this Project shall be those set forth and governed by the prevailing wage determination(s) applicable to this Project

Section 6.6 Show-up Pay.

6.6.1. Except as otherwise required by State law, employees reporting for work and for whom no work is provided, except when given prior notification not to report to work, shall receive two (2) hours pay at the regular straight time hourly rate. Employees who are directed to start work shall receive four (4) hours of pay at the regular straight time hourly rate. Employees who work beyond four (4) hours shall be paid for actual hours worked. Whenever reporting pay is provided for employees, they will be required to remain at the Project Site and available for work for such time as they receive pay, unless released earlier by the principal supervisor of the Contractor(s) or his/her designated representative. Each employee shall furnish his/her Contractor with his/her current address and telephone number, and shall promptly report any changes to the Contractor.

6.6.2. An employee called out to work outside of his/her shift shall receive a minimum of two (2) hours pay at the appropriate rate. This does not apply to time worked as an extension of (before or after) the employee's normal shift.

6.6.3. When an employee leaves the job or work location of his/her own volition, or is discharged for cause or is not working as a result of the Contractor's invocation of Article 12, Section 12.3, the employee shall only be paid for actual time worked.

Section 6.7 Meal Periods. The Contractor will schedule a meal period of no more than one-half hour duration at the work location at approximately mid-point of the schedule shift; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. An employee may be required to work through his meal period because of an emergency or a threat to life or property, or for such other reasons as are in the applicable MLA, and if he is so required, he shall be compensated in the manner established in the applicable MLA.

Section 6.8 Make-up Days. To the extent permitted by the applicable general wage determination, when an employee has been prevented from working for reasons beyond the control of the Contractor, including inclement weather or other natural causes, during the

regularly scheduled work week, a make-up day may be worked on a non-regularly scheduled work day for which an employee shall receive eight (8) hours pay at the straight time rate of pay or any premium rate required for such hours under the state prevailing wage law.

ARTICLE 7 WORK STOPPAGES AND LOCK-OUTS

Section 7.1 No Work Stoppages or Disruptive Activity. The Trades Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or in any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the Authority or a Contractor or subcontractors, including economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Trades Council, or Unions, or their members, agents, representatives or the employees they represent shall constitute a violation of this Agreement. The Trades Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

Section 7.2 Employee Violations. The Contractor may discharge any employee violating Section 7.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 7.3 Standing to Enforce. The Authority, the PLA Administrator, or any Contractor affected by an alleged violation of Section 7.1 shall have standing and the right to enforce the obligations established therein by any and all means necessary, whether such remedies are provided for in this Agreement or elsewhere in general or labor law.

Section 7.4 Expiration of Master Labor Agreements.

7.4.1. If the applicable MLA, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 7.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractor affected:

(A) Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to the Contractor will be no less favorable than

the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

(B) Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new MLA, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then the Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractor shall be solely responsible for any retroactive payment to its employees.

7.4.2. Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under Section 7.4.1.A above and other Contractors may elect to continue to work on the Project under the retroactivity option offered under 7.4.1.B above. To decide between the two options, the Contractor will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractor in writing its specific offer of terms of the interim agreement pursuant to 7.4.1.A, above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected the retroactivity option offered under 7.4.1.B, above.

Section 7.5 No Lockouts. The Contractor shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does "lock-out" include the Authority's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 7.6 Best Efforts to End Violations.

7.6.1. If the Contractor contends that there is any violation of this Article or Section 8.3, it shall notify, in writing, the Executive Secretary of the Trades Council, the Senior Executive of the involved Union(s) and the PLA Administrator. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts to cause the cessation of any violation of the relevant Article.

7.6.2. If the Union contends that the Contractor has violated this Article, it will notify the Contractor and the PLA Administrator, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of

Section 7.8. The PLA Administrator shall promptly order the involved Contractor to cease any violation of the Article.

Section 7.7 Withholding of services for failure to pay wages and fringe benefits. Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

7.7.1. fails to timely pay its weekly payroll; or

7.7.2. fails to make timely payments to the Union's Joint Labor/Management Trust Funds in accordance with the provisions of the applicable MLA. Prior to withholding its members services for the Contractor's failure to make timely payments to the Union's Joint Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union's MLA, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved Contractor and to the Authority. The Union will meet with the Contractor within the ten (10) day period to attempt to resolve the dispute.

7.7.3. Upon the payment by the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

Section 7.8 Expedited Enforcement Procedure. Any Party, or the PLA Administrator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 7.1 or 7.5, above, or Section 8.3 is alleged.

7.8.1. The Party invoking this procedure shall notify first Walt Daugherty and then Fred Horowitz (if Walt Daugherty is not available), who have been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the Party invoking this procedure shall notify one of the alternates selected by the Parties, in that order on an alternating basis. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Trades Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery, email or overnight mail and will be deemed effective upon receipt.

7.8.2. Upon receipt of such notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Trades Council or the involved Union(s) and/or Contractor as required by Section 7.8.1, above.

7.8.3. The arbitrator shall notify the Parties of the place and time chosen for this hearing. The hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty four (24) hours unless otherwise agreed upon by all Parties. A failure of any Party or Parties to attend the hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

7.8.4. The sole issue at the hearing shall be whether or not a violation of Sections 7.1 or 7.5, above or Section 8.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any Party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such Award shall be served on all Parties by hand or registered mail upon issuance.

7.8.5. Such Award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other Party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's Award as issued under Section 7.8.4 of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown in their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or parties first alleging the violation.

7.8.6. Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

7.8.7. The fees and expenses of the arbitrator shall be equally divided between the Party or Parties initiating this procedure and the respondent Party or Parties.

ARTICLE 8

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 8.1 Assignment of Work. The assignment of Project Work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 8.2 The Plan. All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractor parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor and Union parties to this Agreement.

8.2.1. If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas

Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Trades Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 8.3 No Work Disruption Over Jurisdiction. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 8.4 Pre-Job Conferences. As provided in Article 15, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Trades Council and the PLA Administrator shall be advised in advance of all such conferences and may participate if they wish.

Section 8.5 Resolution of Jurisdictional Disputes. If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the Plan then currently in effect, or otherwise as in Article 7 above.

ARTICLE 9 MANAGEMENT SERVICES

Section 9.1 Contractor and Authority Rights. The Contractor and the Authority have the sole and exclusive right and authority to oversee and manage Project Work without any limitations unless expressly limited by a specific provision of this Agreement. In addition to the following and other rights of the Contractor enumerated in this Agreement, the Contractors expressly reserve its management rights and all the rights conferred upon it by law. The Contractor's rights include the right to:

9.1.1. Plan, direct and control operations of all work;

9.1.2. Hire, promote, transfer and layoff employees, as deemed appropriate to satisfy work and/or skill requirements;

9.1.3. Promulgate and require all employees to observe reasonable job rules and security and safety regulations;

9.1.4. Discharge, suspend or discipline its own employees for just cause;

9.1.5. Utilize, in accordance with Authority approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and

9.1.6. Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable MLA requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 9.2 Specific Authority Rights. In addition to the following and other rights of the Authority enumerated in this Agreement, the Authority expressly reserves its management rights and all the rights conferred on it by law. The Authority's rights (and those of the PLA Administrator on its behalf) include the right to:

9.2.1. Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;

9.2.2. Require the Contractor to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location;

9.2.3. At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the Authority's Facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. In order to permit the Contractor and the Unions to make appropriate scheduling plans, the Authority will provide the PLA Administrator, and the affected Contractor and Union(s) with reasonable notice of any changes it requires pursuant to this section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the provision of Article 6, Section 6.6;

9.2.4. Approve any work methods, procedures and techniques used by the Contractor whether or not these methods, procedures or techniques are part of industry practices or customs; and

9.2.5. Investigate and process complaints, through the PLA Administrator, in the matter set forth in Articles 7 and 10.

Section 9.3 Use of Materials. There should be no limitations or restriction by the Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the Public Contract Code and Labor Code as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The Authority and the PLA Administrator shall advise the Contractor of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

Section 9.4 Special Equipment, Warranties and Guaranties.

9.4.1. The Parties recognize that certain equipment of a highly technical and specialized nature may be installed at Project Work sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped and/or pre-wired and/or that it be installed under the supervision and direction of the Authority's and/or manufacturer's personnel. The Parties further recognize and agree that installation of manufactured items may be performed by employees employed under this Agreement who may be directed by other personnel in a supervisory role, or by employees of the vendor or manufacturer, or employees of a contractor designated by the vendor or manufacturer, where performance of the work by those employees is expressly stated in the manufacturer's or vendor's written warranty or guarantee to be a condition for the warranty or guarantee for such manufactured item or where the employees working under this Agreement lack the required skills to perform the work, provided the manufacturer, vendor, or designated contractor possesses any license required for the performance of the work. For any work performed pursuant to this provision, the Contractor shall provide copies of the written warranty or guaranty requirement to the affected Union and the PLA Administrator prior to the commencement of work by the manufacturer, vendor, or designated contractor. This exclusion does not apply to any on-site construction work subcontracted by such manufacturer, vendor, or designated contractor. In the absence of a written warranty or guaranty, the Contractor responsible for performing the work will assign the work to the appropriate craft prior to the commencement of work.

9.4.2. The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install or work with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

9.4.3. If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 10.

ARTICLE 10

SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 10.1 Cooperation and Harmony on Site.

10.1.1. This Agreement is intended to establish and foster continued close cooperation between management and labor. The Trades Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the PLA Administrator, together with the Contractors, to complete the construction of the Project economically, efficiently, continuously and without any interruption, delays or work stoppages.

10.1.2. The PLA Administrator, the Contractor, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 7 or 8.

10.1.3. The PLA Administrator shall oversee the processing of grievances under this Article and Articles 7 and 8, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

Section 10.2 Processing Grievances. Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the MLAs, but not jurisdictional disputes or alleged violations of Sections 7.1 and 7.45 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. Employee Grievances. When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his local Union business representative or job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to resolve the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances. Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in Step 1 above for the adjustment of an employee complaint.

Step 2. The business manager of the involved local Union or his designee, together with the site representative of the involved Contractor, and the labor relations representative of the PLA Administrator, shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the PLA Administrator (with copy (ies) to the other Party (ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from a list composed of Fred Horowitz, Walt Daugherty, and Joe Gentile, on a rotational basis in the order listed. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the Contractor and the involved Union(s).

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e., conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and the Contractor involved.

Section 10.3 Limit on Use of Procedures. The procedures contained in this Article shall not be applicable to any alleged violation of Articles 7 or 8, with a single exception that any employee discharged for violation of Section 7.2, or Section 8.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 10.4 Notice. The PLA Administrator (and the Authority, in the case of any grievance regarding the Scope of this Agreement), shall be notified by the Contractor of all actions at Steps 2 and 3, and further, the PLA Administrator shall, upon its own request, be permitted to participate fully as a party in all proceedings at such steps.

ARTICLE 11 REGULATORY COMPLIANCE

Section 11.1 Compliance with All Laws. The Trades Council and all Unions, Contractors, subcontractors and their employees shall comply with all applicable federal and state laws, ordinances and regulations including those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the Authority, the PLA Administrator or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 11.2 Prevailing Wage Compliance. The Contractor shall comply with the state laws and regulation on prevailing wages. Compliance with this obligation may be enforced by the appropriate parties through Article 10 above, or by pursuing the remedies available under state law through the Labor Commissioner or the Department of Industrial Relations.

Section 11.3 Violations of Law. Should there be a finding by a Court or administrative tribunal of competent jurisdiction that the Contractor has violated federal and/or state law or regulation, the Authority, upon notice to the Contractor that it or its subcontractors is in such violation (including any finding of non-compliance with the California prevailing wage

obligations as enforced pursuant to DIR regulations), the Authority, and in the absence of the Contractor or subcontractor remedying such violation, may take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including assessing fines and penalties and/or removing the offending Contractor from Project Work.

ARTICLE 12

SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 12.1 Safety.

12.1.1. It shall be the responsibility of the Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the Authority or the Contractor, whichever is most restrictive shall apply. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the Authority.

12.1.2. Employees shall be bound by the safety, security and visitor rules established by the Contractor and/or the Authority. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this section will subject him/her to discipline, up to and including discharge.

12.1.3. The Parties adopt the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as Attachment D and which shall be the policy and procedure utilized under this Agreement.

Section 12.2 Suspension of Work for Safety. A Contractor may suspend all or a portion of the job to protect the life and safety of employees. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and be available for work, the employees will be compensated for stand-by time at their basic hourly rate of pay.

Section 12.3 Water and Sanitary Facilities. The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees as required by state law or regulation.

ARTICLE 13

TRAVEL AND SUBSISTENCE

Travel expenses, travel time, subsistence allowances, zone rates and parking reimbursements shall be paid in accordance with the applicable MLA unless superseded by the applicable prevailing wage determination.

ARTICLE 14

APPRENTICES

Section 14.1 Importance of Training. The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the Authority, and the opportunities to provide continuing work under the

construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The Authority and the Trades Council, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

Section 14.2 Use of Apprentices.

14.2.1. Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force (calculated by hours worked) at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage. Where the standards permit a higher percentage, such percentage shall apply on Project Work. Where the applicable standards establish a lower percentage, the applicable Union will use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

14.2.2. The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The Authority shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers, the PLA Administrator will work with the Trades Council to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

14.2.3. The Parties agree that apprentices will not be dispatched to the Contractor unless there is a journeyman working on a portion of the Project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

14.2.4. All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Trades Council.

ARTICLE 15 PRE-JOB CONFERENCES

Each Primary Contractor which is awarded a Construction Contract by the Authority for Project Work shall conduct a Pre-Job conference with the appropriate affected Union(s) prior to commencing work. All Contractors who have been awarded contracts by the Primary Contractor shall attend the Pre-Job conference. The Trades Council and the PLA Administrator shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the Primary Contractor and all Contractors at the Pre-Job conference in accordance with industry practice. Should there be any formal jurisdictional dispute raised under Article 8, the PLA Administrator shall be promptly notified. Primary Contractor shall have available at the Pre-Job conference the plans and drawing for the work to be performed on the Project.

ARTICLE 16 INTENTIONALLY LEFT BLANK

ARTICLE 17 SAVINGS AND SEPARABILITY

Section 17.1 Savings Clause. It is not the intention of the Authority, the PLA Administrator, the Contractor or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 17.2 Effect of Injunctions or Other Court Orders. The Parties recognize the right of the Authority to withdraw, at its absolute discretion, the utilization of this Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action by the Authority, or such court order or statutory provision, the Parties agree that this Agreement shall remain in full force and the fact on covered Project Work to the maximum extent legally possible.

ARTICLE 18 WAIVER

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the

Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

ARTICLE 19 AMENDMENTS AND AMBIGUITY

The provisions of this Agreement can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto. In the event of any conflict or ambiguity between this Agreement and any Attachment or exhibit, the provisions of this Agreement shall govern.

ARTICLE 20 DURATION OF THE AGREEMENT

Section 20.1 Duration.

20.1.1. This Agreement shall be effective from the date signed by all Parties and shall remain in effect for an initial period of the first to occur of (a) five (5) years after the Authority's first award of a Construction Contract or (b) ten (10) years from the date of this Agreement. Any covered Project awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project, notwithstanding the expiration date of this Agreement.

20.1.2. This Agreement may be extended by written mutual consent of the Authority and the Council for such further periods as the Parties shall agree to.

Section 20.2 Turnover and Final Acceptance of Completed Work.

20.2.1. Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section or segment has been turned over to the Authority by the Contractor and the Authority has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the Authority or third parties with the approval of the Authority, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the Authority to engage and repairs or modifications required by its contract(s) with the Authority.

20.2.2. Notice of each final acceptance received by the Contractor will be provided to the Trades Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the Authority and Notice of Completion is issued by the Authority or its representative to the Contractor. At the request of the Union, complete information describing any "punch" list work, as well as any additional work required of a Contractor at the direction of the Authority pursuant to (a) above, involving otherwise turned-over and completed facilities which have been accepted by the Authority, will be available from the PLA Administrator.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date and year above stated.

BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY

LOS ANGELES/ORANGE COUNTIES
BUILDING & CONSTRUCTION TRADES
COUNCIL

By: _____
~~Frank Quintero~~ Bill Wiggins, President

By: _____
Ron Miller, Executive Secretary

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

Asbestos Heat & Frost Insulators (Local 5)	_____
Boilermakers (Local 92)	_____
Bricklayers & Allied Craftworkers (Local 4)	_____
Cement Masons (Local 600)	_____
District Council of Laborers	_____
Electricians (Local 11)	_____
Elevator Constructors (Local 18)	_____
Gunitite Workers (Local 345)	_____
Iron Workers (Reinforced – Local 416)	_____
Iron Workers (Structural – Local 433)	_____
Laborers (Local 300)	_____
Operating Engineers (Local 12)	_____
Operating Engineers (Local 12)	_____
Operating Engineers (Local 12)	_____
Painters & Allied Trades DC 36	_____
Pipe Trades (Local 250)	_____
Pipe Trades (Local 345)	_____
Pipe Trades (Plumbers/Fitters Local 761)	_____
Pipe Trades (Sprinkler Fitters Local 709)	_____
Plasterers (Local 200)	_____
Plaster Tenders Local (1414)	_____
Roofers & Waterproofers (Local 36)	_____
Sheet Metal Workers (Local 105)	_____
Teamsters (Local 986)	_____
Southwest Regional Council of Carpenters	_____

EXHIBIT A

The work covered by this Agreement shall include the proposed Replacement Passenger Terminal Project, which is made up of four subset projects: (1) the Airside Project which includes the rehabilitation, replacement and/or development of the aircraft terminal ramp, taxi lanes, taxiway(s) and extensions, airfield service roads, and associated applicable airfield lighting and utilities and the development of the replacement Aircraft Rescue Firefighting Station/Airport Emergency Operations Center and associated utilities; (2) the Landside Project which includes the development of the terminal loop roadway system, connections to existing and future public roads and associated four story employee parking structure and seven story public parking structure, lighting and associated utilities; (3) the Passenger Terminal Project which includes the development of a 14-gate two-story replacement passenger terminal connecting to the aircraft terminal ramp and terminal loop roadway system, an air cargo/ground service equipment maintenance facility, associated ramp lighting, terminal lighting and utilities; and (4) the demolition of the current passenger terminal, air cargo facility, portions of existing taxiways and terminal ramps, four story parking structure, relocation and installation of the Airport Security perimeter fence and existing terminal loop roadways.

The attached drawings represent the scope of the Project.

ADJACENT PROPERTY, FULL SIZE TERMINAL ALTERNATIVE

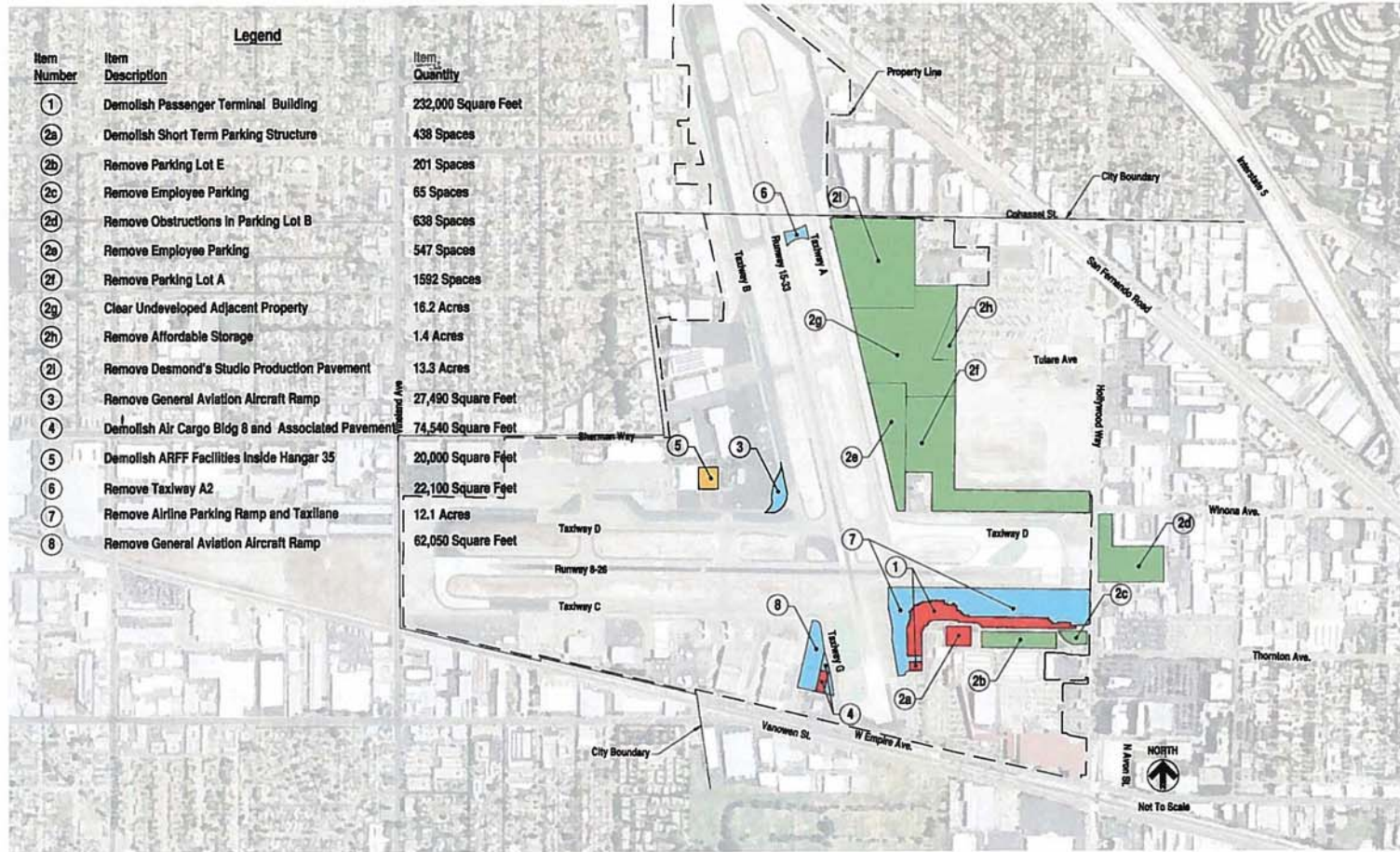


EXHIBIT 2
OVERALL DEMOLITION PLAN

ADJACENT PROPERTY, FULL SIZE TERMINAL ALTERNATIVE

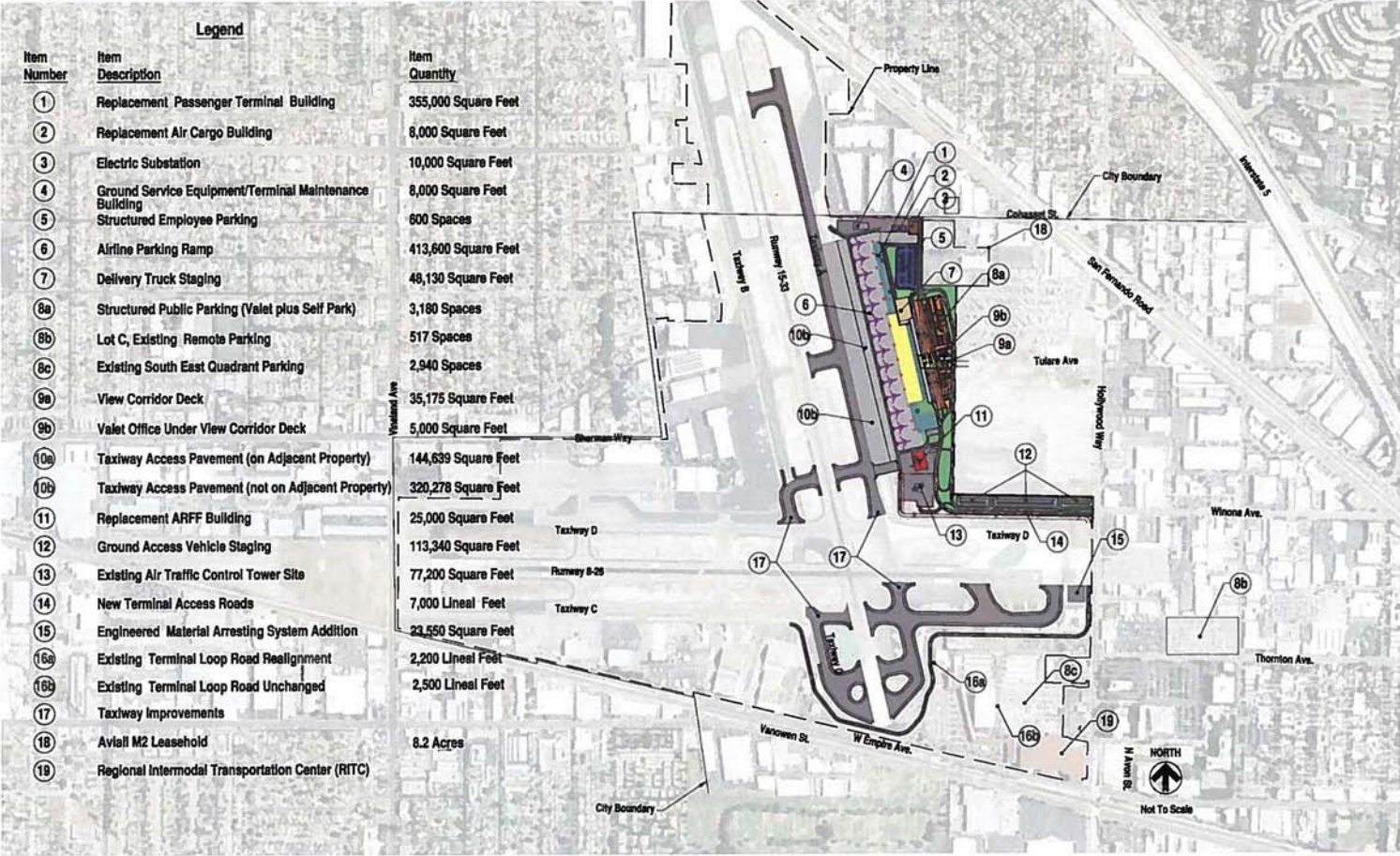
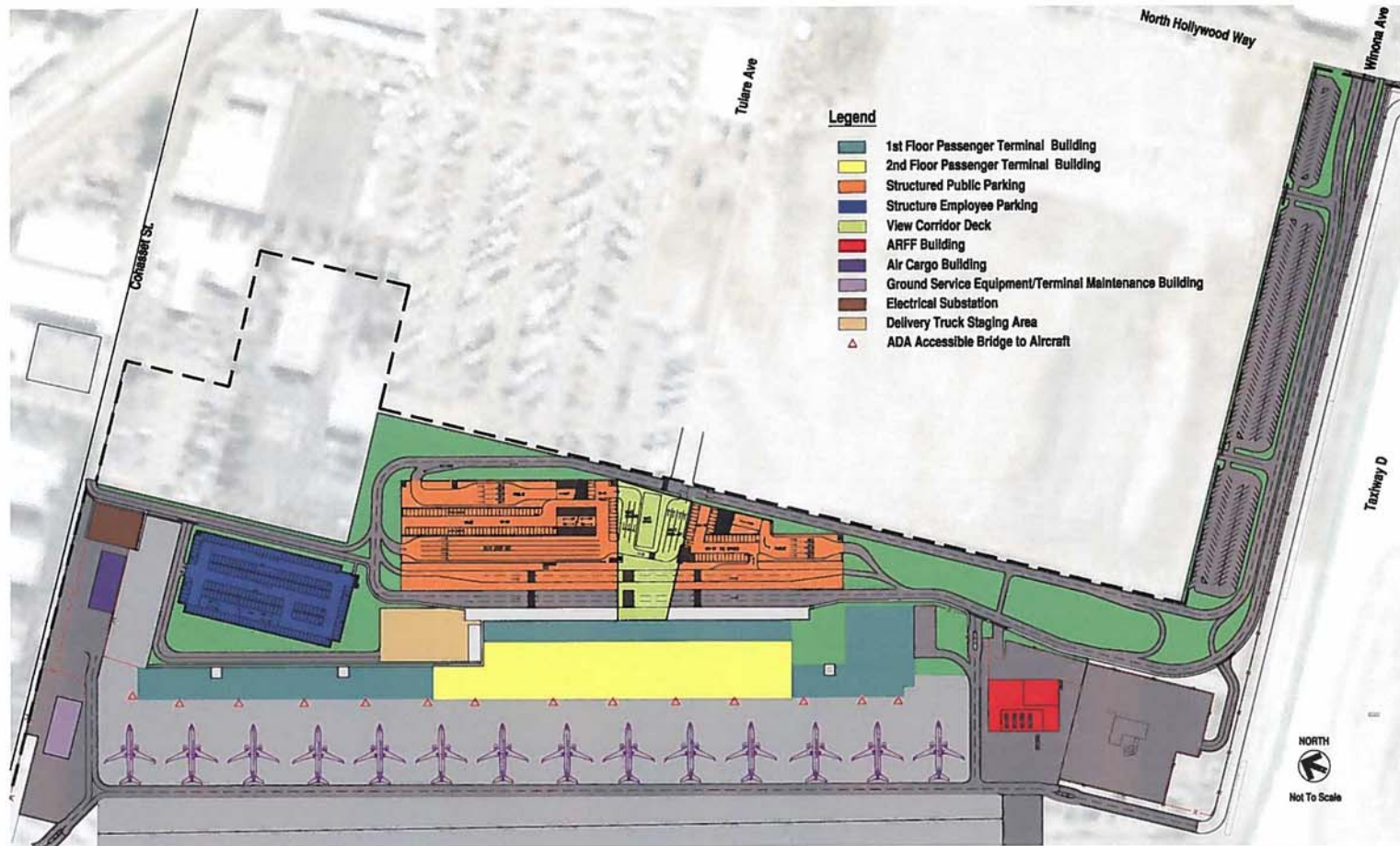


EXHIBIT 3A
OVERALL SITE PLAN

ADJACENT PROPERTY, FULL SIZE TERMINAL ALTERNATIVE



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EXHIBIT 3B
SITE PLAN, 1 OF 2

ADJACENT PROPERTY, FULL SIZE TERMINAL ALTERNATIVE

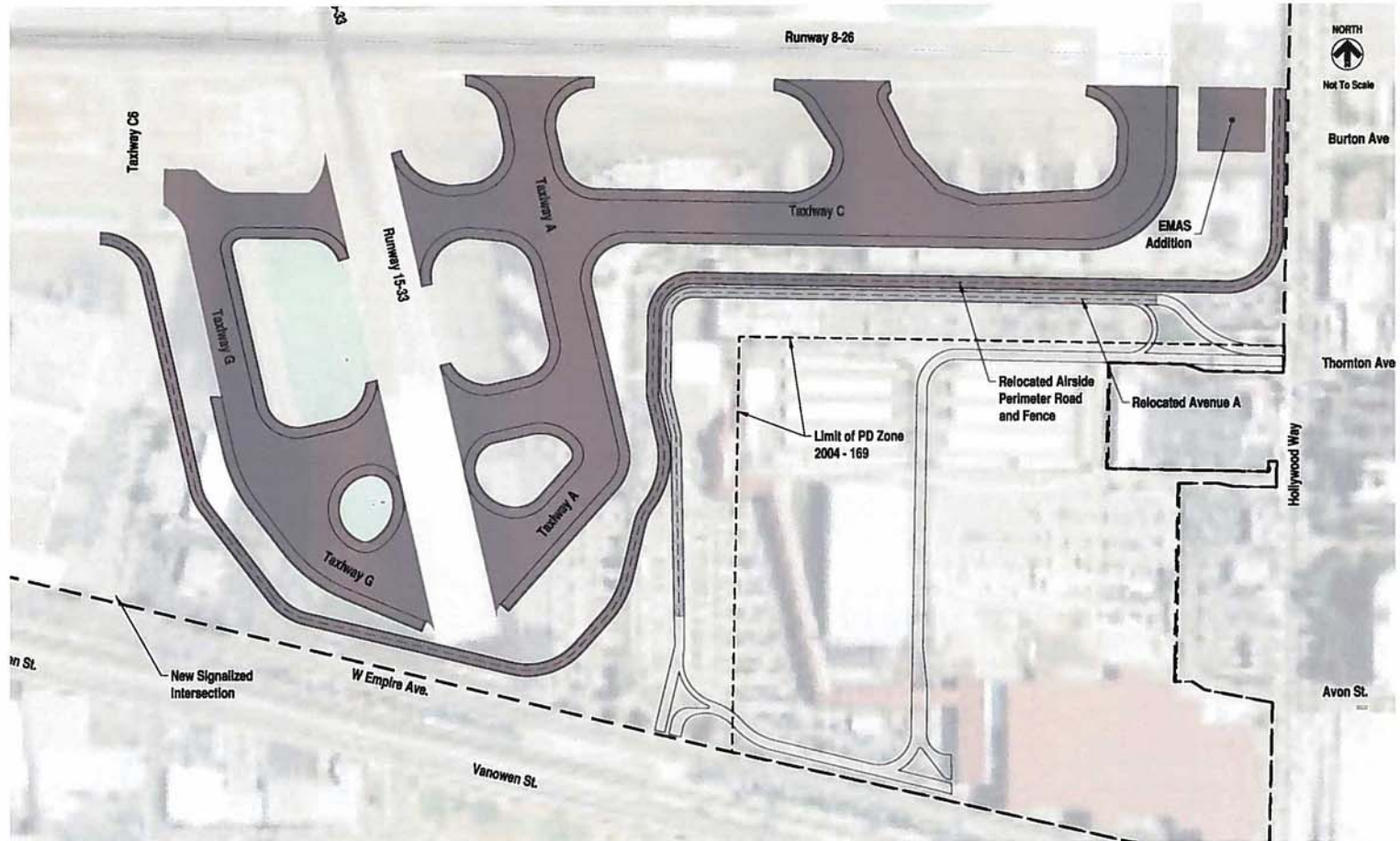
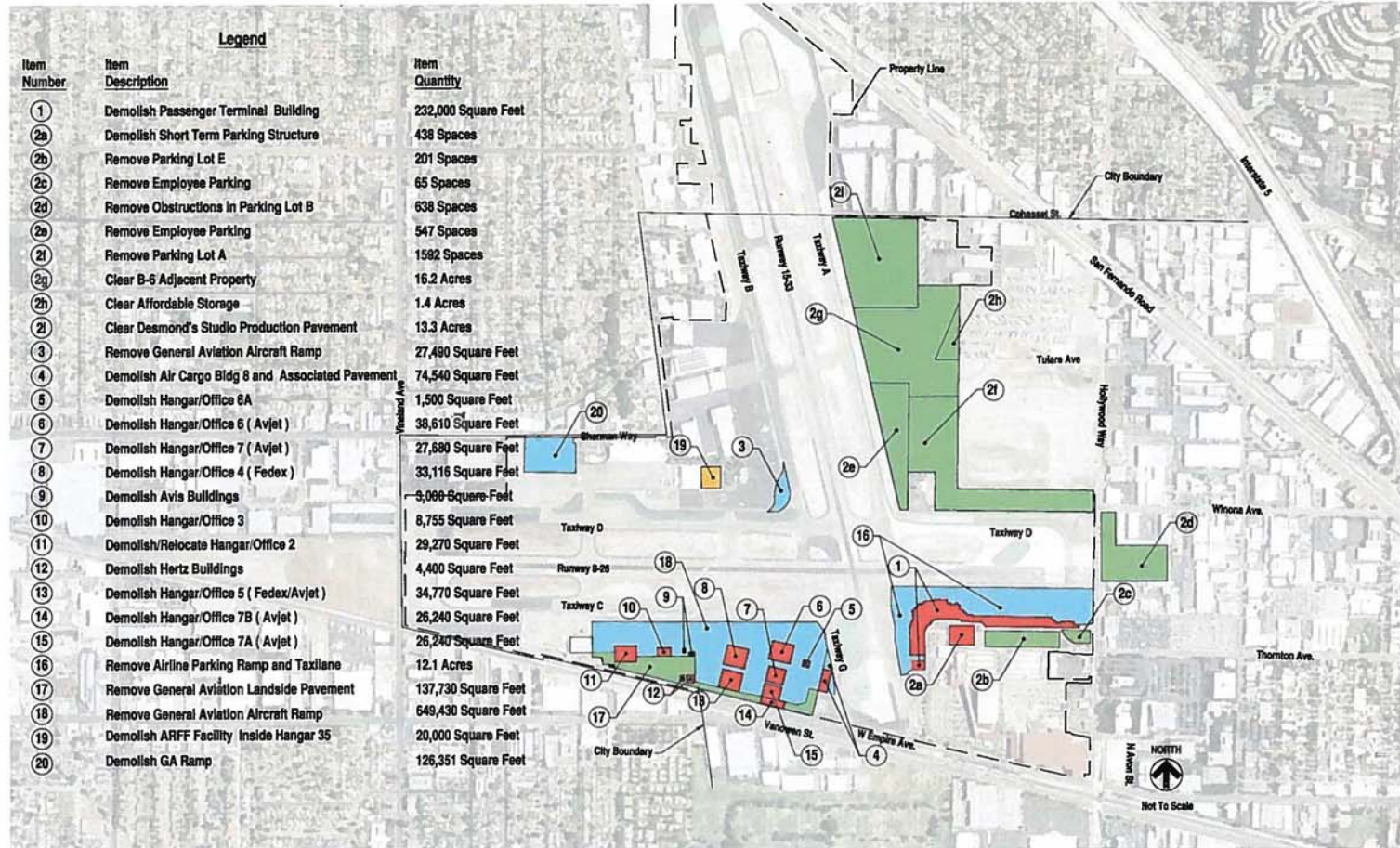


EXHIBIT 3C
SITE PLAN, 2 OF 2

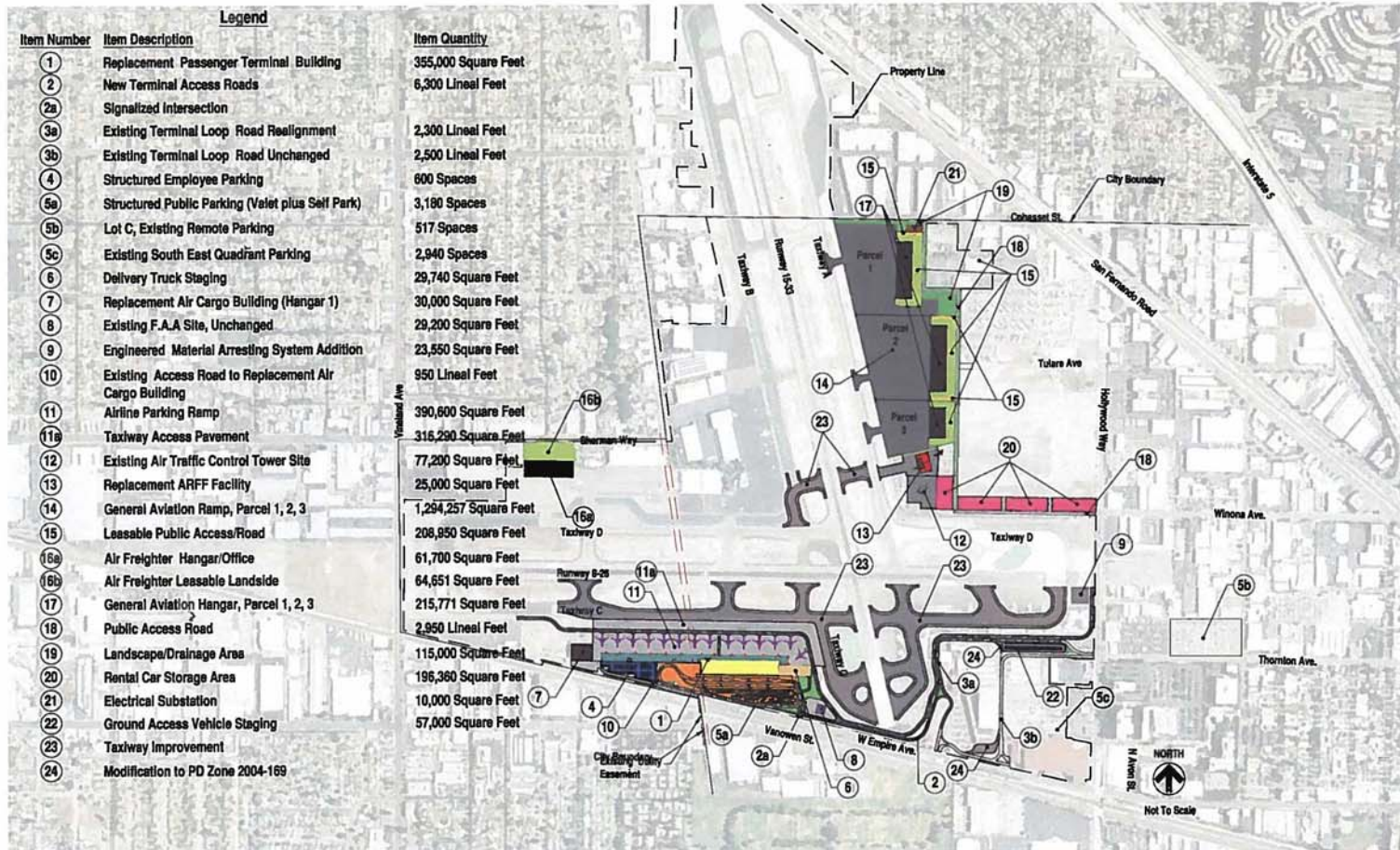
SOUTHWEST QUADRANT, FULL SIZE TERMINAL ALTERNATIVE



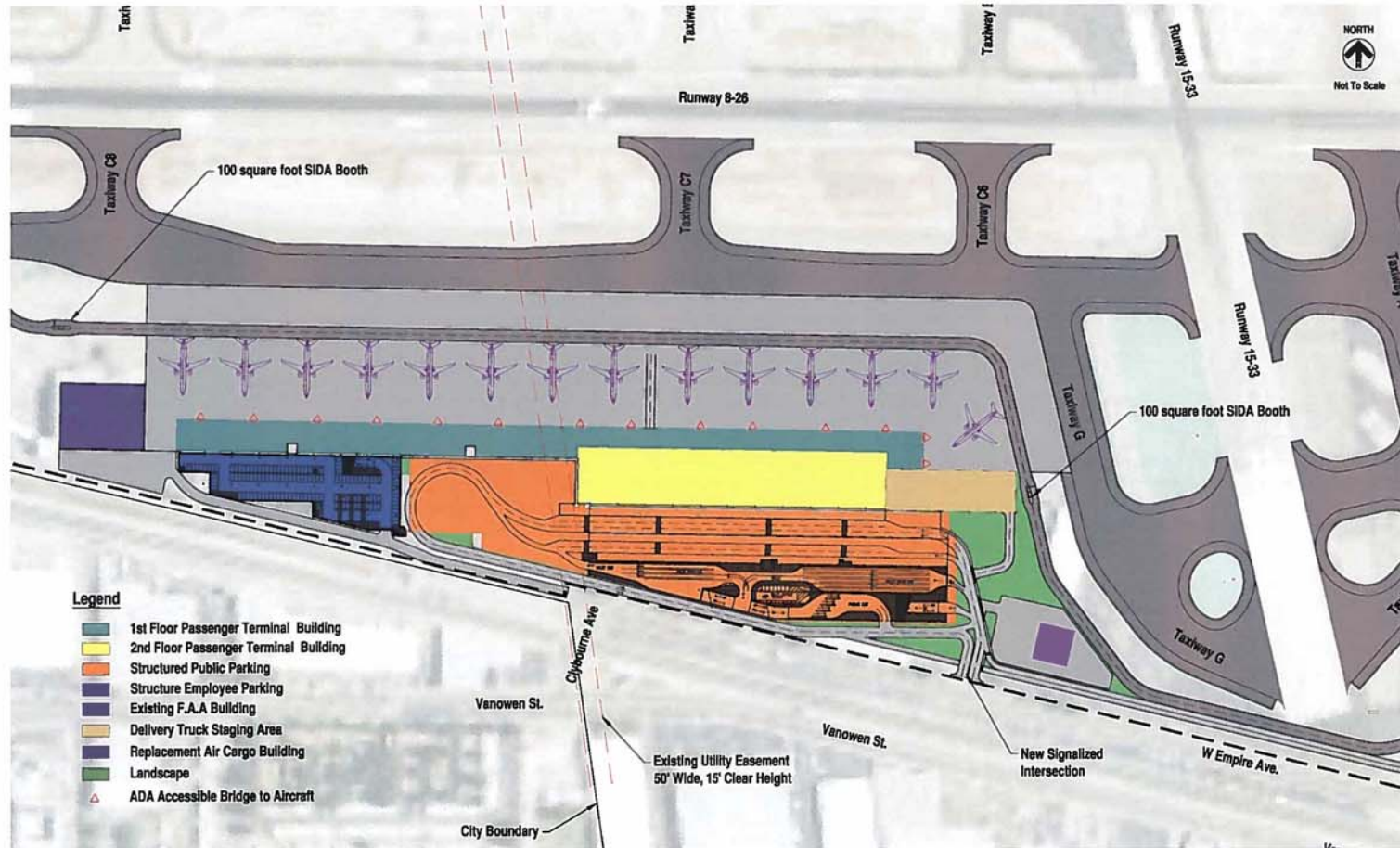
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EXHIBIT 12
OVERALL DEMOLITION PLAN

SOUTHWEST QUADRANT, FULL SIZE TERMINAL ALTERNATIVE



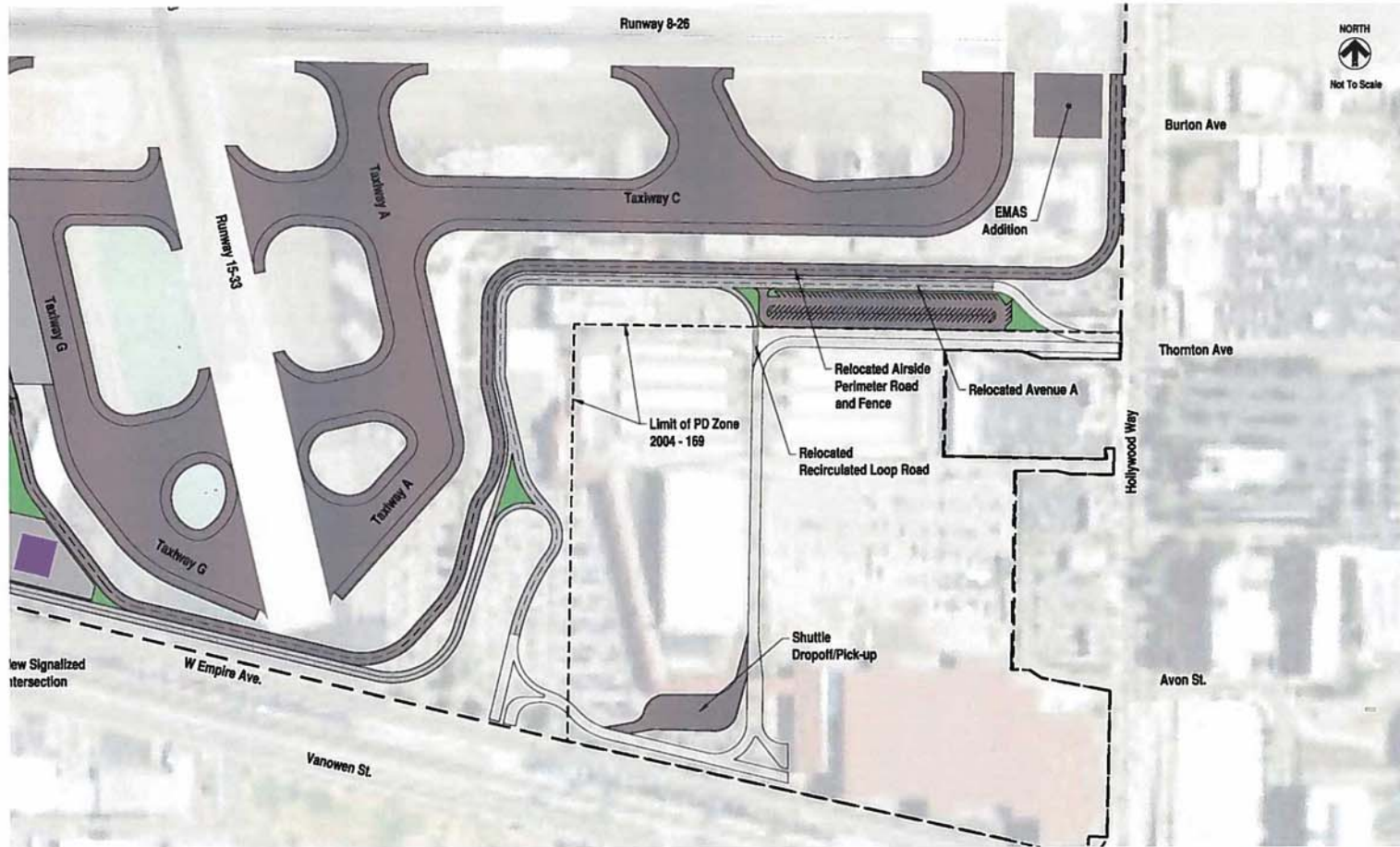
SOUTHWEST QUADRANT, FULL SIZE TERMINAL ALTERNATIVE



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EXHIBIT 13B
SITE PLAN, 1 OF 2

SOUTHWEST QUADRANT, FULL SIZE TERMINAL ALTERNATIVE



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EXHIBIT 13C
SITE PLAN, 2 OF 2

ATTACHMENT A

LETTER OF ASSENT

To be signed by all contractors awarded work covered by the Burbank-Glendale-Pasadena Airport Authority Project Labor Agreement prior to commencing work.

[Contractor's Letterhead]
PLA Administrator
Burbank-Glendale-Pasadena Airport Authority
1234 Address
City, State, Zip Code

Attn: _____

Re: Burbank-Glendale-Pasadena Airport Authority Project Labor Agreement –
Letter of Assent

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the Burbank-Glendale-Pasadena Airport Authority Project Labor Agreement effective _____, 2016, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely.

[Name of Construction Company]

By: [_____] Name and Title of Authorized Executive

Contractor State License No.: _____

[Copies of this letter must be submitted to the PLA Administrator and to the Trades Council
Consistent with Article 2, Section 2.5.2]

ATTACHMENT B
AREA RESIDENTS ZIP CODES

TIER 1 AREA RESIDENTS

Burbank, Glendale, Pasadena, and adjacent portion of Los Angeles

91501	91206	91114
91502	91207	91115
91503	91208	91116
91504	91209	91117
91505	91210	91121
91506	91221	91123
91507	91222	91124
91508	91225	91125
91510	91226	91126
91521	91101	91129
91522	91102	91182
91523	91103	91184
91526	91104	91185
91201	91105	91188
91202	91106	91189
91203	91107	91199
91204	91109	
91205	91110	

TIER 2 AREA RESIDENTS

Mid-Town, Studio City, Valley Village, Valley Glen, Van Nuys,
North Hollywood East and West, and Sun Valley

91601
91602
91604
91605
91606
91607
91352
91401

ATTACHMENT C

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY PLA
CRAFT REQUEST FORM**

TO THE CONTRACTOR: Please complete and fax this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax Transmission Verification Reports and keep copies for your records.

The Burbank-Glendale-Pasadena Airport Authority Project Labor Agreement establishes a goal that 30% of the total work hours shall be from workers residing in those zip codes which include all of the cities of Burbank, Glendale and Pasadena, and residents of the portions of the City of Los Angeles in the vicinity of the Airport, specifically residents of the U.S. Postal Service zip codes on the list attached to the Project Labor Agreement as Attachment B, as well as Eligible Veterans, regardless of where they reside.

TO THE UNION: Please complete the "Union Use Only" section on the next page and fax this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # _____ **Fax #:** (____) _____ **Date:** _____

cc: PLA Administrator

From: Company: _____ Issued By: _____

Contact Phone (____) _____ Contact Fax: (____) _____

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Number of workers needed	Report Date	Report Time

Please have worker(s) report to the following work address indicated below:

Project Name: _____ Site: _____

Address: _____

Report to: _____ On-site Tel: _____ On-Site Fax: _____

Comment or Special Instructions: _____

UNION USE ONLY

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

WORKER REFERRED

Name:
Date worker was dispatched:
Is the worker referred a: (check all that apply)

JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
AREA RESIDENT	Yes _____	No _____
ELIGIBLE VETERAN	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

ATTACHMENT D

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL APPROVED DRUG AND ALCOHOL TESTING POLICY

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the work place and to maintain a drug and alcohol free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Project Labor Agreement.

2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.

3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the Project Labor Agreement. Said notice shall be delivered in person or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the Project Labor Agreement, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

4. An employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of this drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of this drug testing program may only be subjected to testing for the reasons set forth in Paragraph 5(f)(1) through 5(f)(3) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug testing:

a. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant

or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Employer and the Union.

c. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMZT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by the SAMHSA. Should these SAMHSA levels be changed during the course of this agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

d. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

e. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the Project.

f. No individual who tests negative for drugs or alcohol pursuant to the above procedure and becomes employed on the Project shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/herself or others may be tested pursuant to the procedures stated hereinabove.

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in Paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as exhibiting aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of

muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a Supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the job steward. If the job steward is unavailable or there is no job steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

g. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The employers will be allowed to conduct periodic job site drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than thirty (30) days after start of the work on the Project;

c. Prior to start of periodic testing, a business representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in Paragraph 5 hereinabove.

e. Only two periodic tests may be performed in a twelve month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the Project Labor Agreement.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected and the parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists he/she shall be reinstated.

11. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

14. This Memorandum of Understanding shall constitute the only agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

DRUG ABUSE PREVENTION AND DETECTION

APPENDIX A

CUTOFF LEVELS

DRUG	SCREENING METHOD	SCREENING LEVEL **	CONFIRMATION METHOD	CONFIRMATION LEVEL
Alcohol	EMIT	0.02%	GC/MS	0.02%
Amphetamines	EMIT	1000 ng/ml*	CG/MS	500 ng/ml*
Barbiturates	EMIT	300 ng/ml	CG/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	CG/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml	CG/MS	150 ng/ml*
Methadone	EMIT	300 ng/ml	CG/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	CG/MS	300 ng/ml
Opiates	EMIT	2000 ng/ml*	CG/MS	2000 ng/ml*
PCP (Pencyclidine)	EMIT	25 ng/ml*	CG/MS	25 ng/ml*
THC (Marijuana)	EMIT	50 ng/ml*	CG/MS	15 ng/ml*
Propoxyphene	EMIT	300 ng/ml	CG/MS	100 ng/ml

* SAMHSA specified threshold

** A sample reported positive contains the indicated drug at or above the cutoff level for that drug. A negative sample either contains no drug or contains a drug below the cutoff level.

EMIT – Enzyme Immunoassay

CC/MS – Gas Chromatography/Mass Spectrometry

SIDE LETTER OF AGREEMENT
TESTING POLICY FOR DRUG ABUSE

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL APPROVED DRUG AND ALCOHOL TESTING POLICY ("Testing Policy for Drug Abuse"), shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the quick screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the quick screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.



Hollywood Burbank Airport RITC Art Panels

Airport Authority
August 15, 2016



Richmond, VA



St. Louis



Grand Rapids Calder Plaza 2



Chicago Millennium Park





West Hollywood Library



West Hollywood Library



La Jolla, CA





Duralite with Image LOC

- 10 year warranty against fading, cracking, delaminating or peeling
- Impervious to weather
- Superb UV protection
- Graffiti and vandal resistant
- Scratch resistant
- 30-70% lighter than MDO or HPL signs
- Integrated mounting system

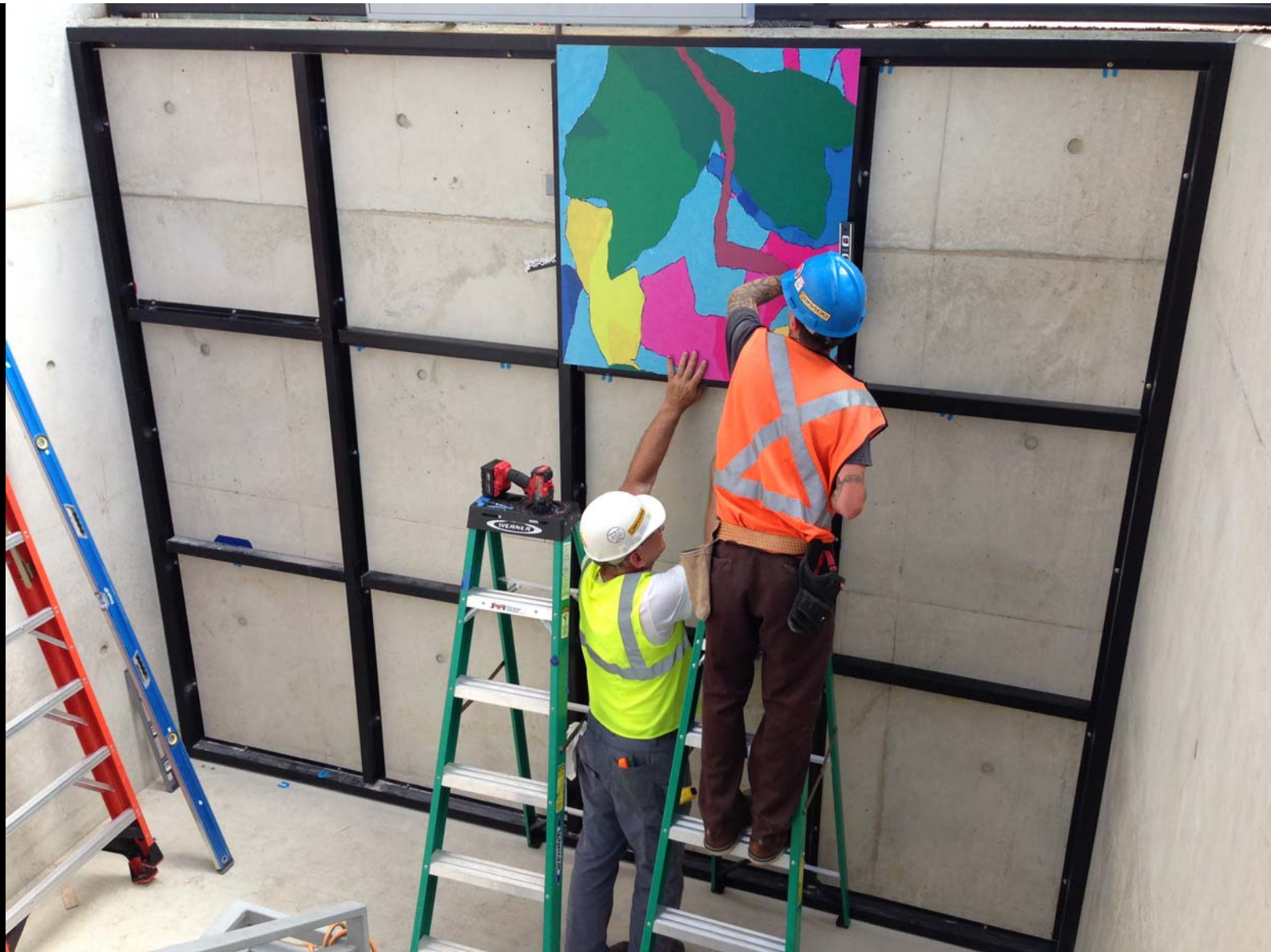


ImageLOC is approved by the National Park Service and is used as signage in parks throughout the country including the State of California. It is sole sourced by the State of Arkansas and is in use in punishing climates including the Everglades and the Sierra Nevada mountains.



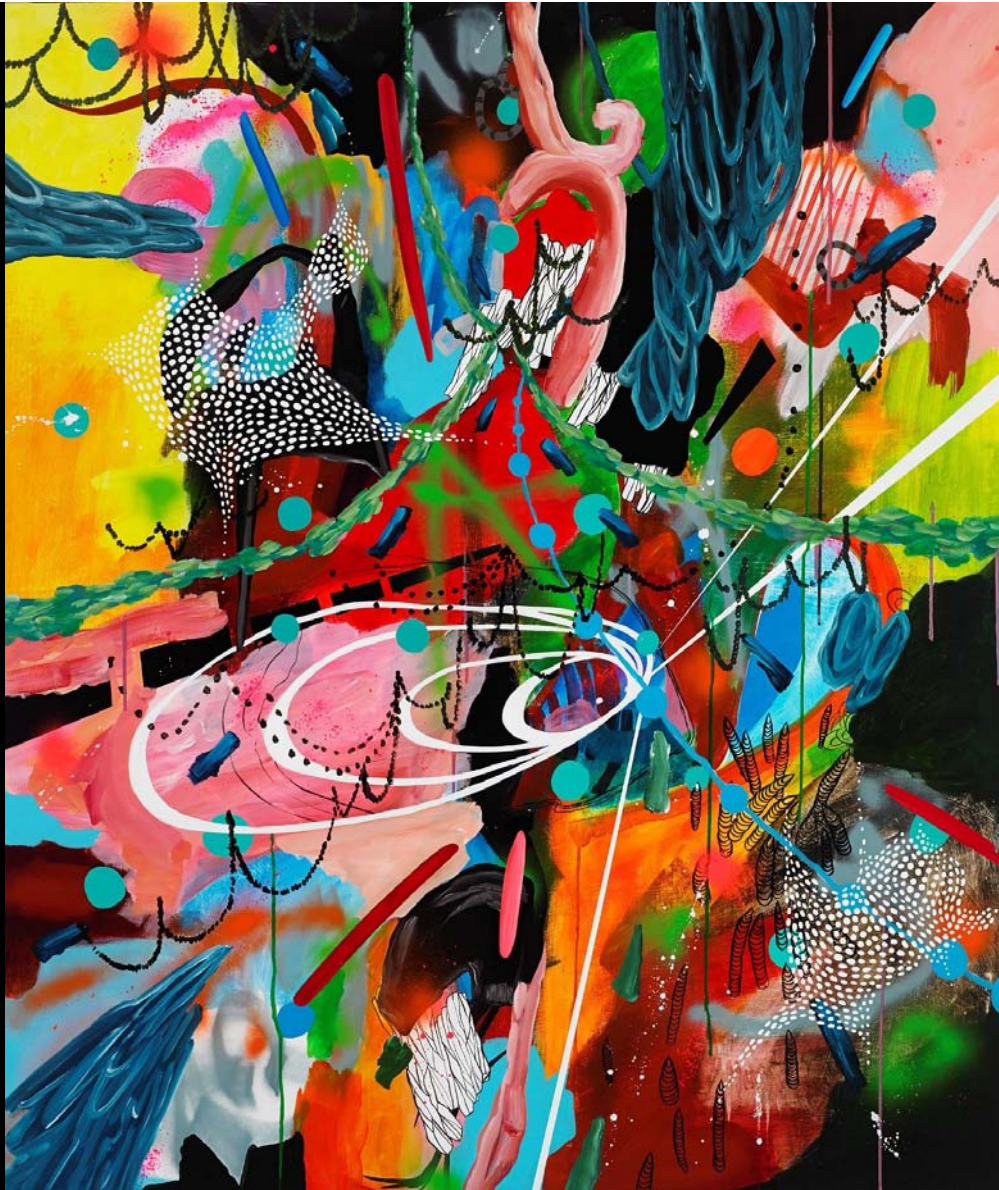
Harold Cohen, *Starting Over*, 2011, 49" x 79", Oil over pigment ink on canvas





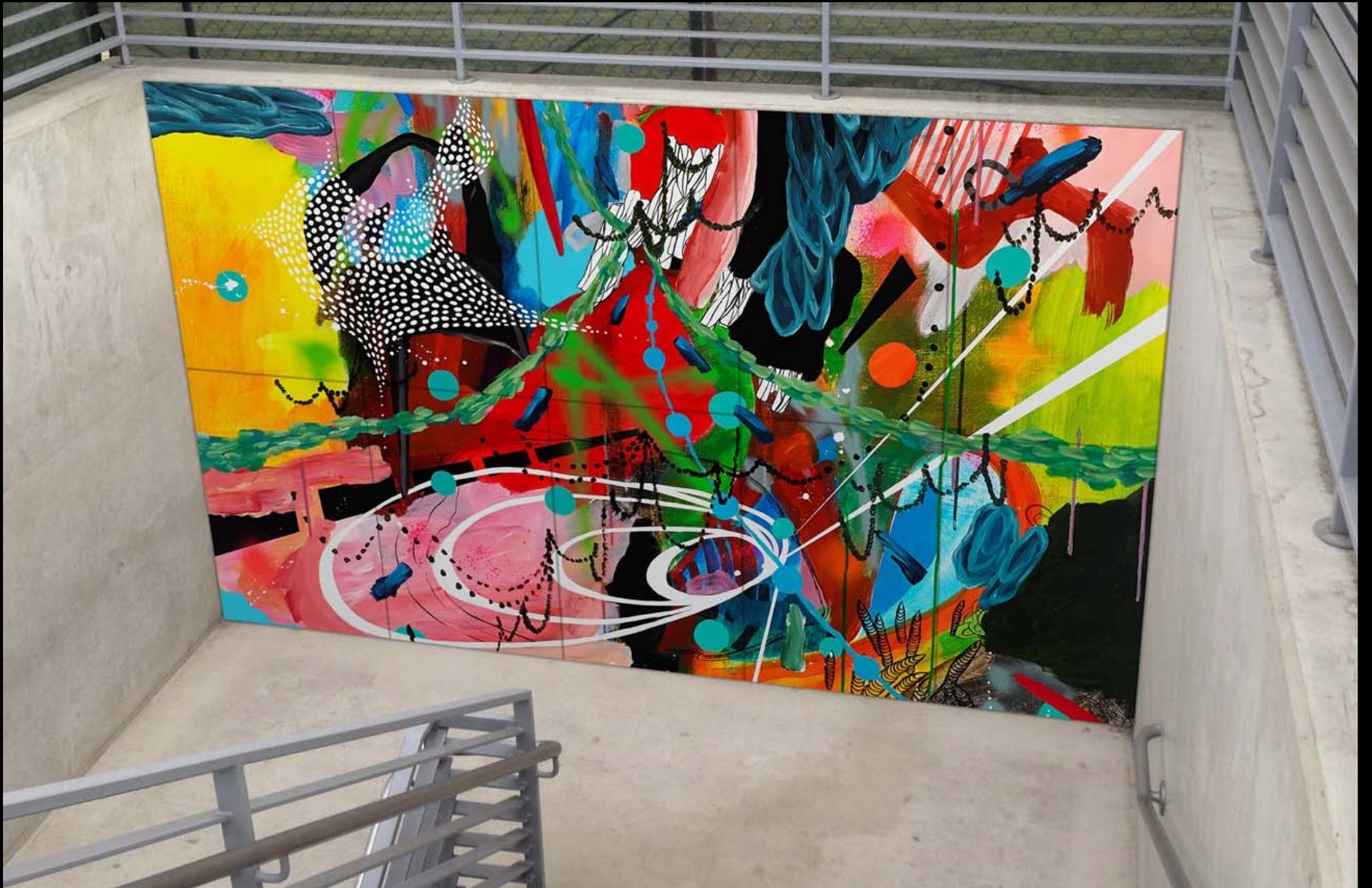




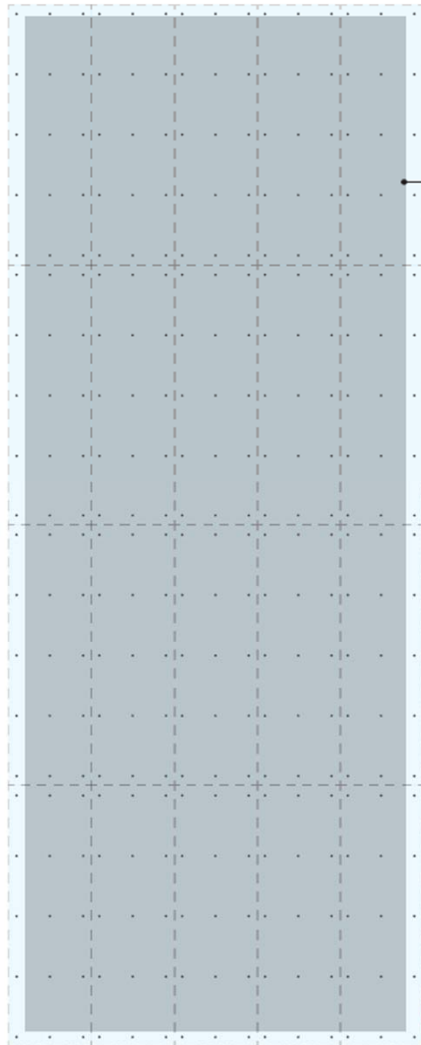


Allison Renshaw, *Last Call*, 2013, 60"L x 52"W,
Acrylic, ink, collage, spray paint on panel





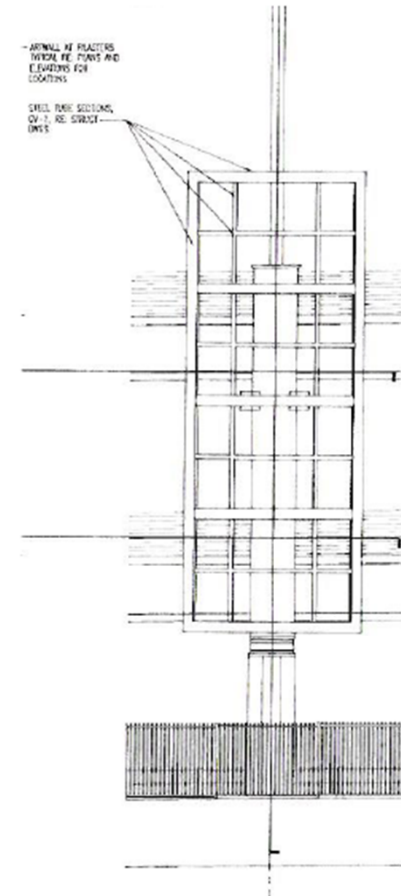
- Existing tube steel structure: 167"W x 444"H
- New panel frame attaches to ext'g structure: TBD
- New Gopher panels:
 - (20) 36"W x 114"H
 - Overall dimension: 180" x 456" (15'-0" x 38'-0")



- Existing tube steel structure: 167"W x 444"H
- New Gopher panels:
 - (20) 36"W x 114"H
 - (15) screw holes per panel (final placement TBD)
 - Overall dimension: 180" x 456" (15'-0" x 38'-0")



PANEL PLAN & ELEVATION
SCALE: 1/4" = 1'-0"



ARTEFACT DESIGN
POB 102
Cardiff, CA 92007
T: 760 944-3502
ARTEFACTID.COM

Project Name:
Public Art Panels for Bob
Hope Airport Regional
Intermodal Transit Center

Drawing Title:
Art Panel & Frame

Sign Type: n/a

Quantity: n/a

Scale: as noted

Client:



Bob Hope Airport
Gail Goldman & Associates
for Burbank-Glendale-
Pasadena Airport Authority









ARTIST SELECTION COMMITTEE (5 members)

- City Arts Commissioners: **Dink O'Neal** (Burbank), **Teri Deaver** (Glendale), and **Laurie Burruss** (Pasadena)
- **David Freedman** (Hollywood Burbank Airport)
- **Gail Goldman** (Public Art Consultant)

ARTIST SELECTION PROCESS

Artist Selection Committee reviews up to 15 prequalified regional painters:

- Highest standard of artistic excellence, innovation and originality.
- Artwork responds to the character of the site, project goals, and the community it serves.
- Artist demonstrates interest in and understanding of the project.

Selected artist develops a site-specific concept proposal.

- Artist Selection Committee
- Legal Committee
- Airport Authority
- City of Burbank Art in Public Places Committee

Hollywood Burbank Airport hosts joint reception for Pasadena, Glendale, and Burbank Arts Commissions. Art Panels are installed on the RITC; Original paintings are installed inside the Airport terminal.



ESTIMATED BUDGET

Timeline: 12-18 months

• Artist fees	\$90,000
• Structural Engineer	5,500
• Digital reproduction of artwork and panel design/Artefact Design	38,000
• Artwork file set-up, proofs, and fabrication/Gopher Signs, South Dakota (6 @ \$11,600)	69,600
• Substructure frame fabrication and attachment hardware/Gopher Signs (6 @ \$13,500)	81,000
• Shipping	3,600
• Installation/Wellington Signs, San Pedro (6@ \$3,000)	18,000*
• Public art consultant (additional scope)	10,000
• Contingency	<u>9,300</u>
TOTAL ESTIMATE	\$325,000
Available	<u>- 207,000</u>
ADDITIONAL NEEDED	\$118,000

*Does not include fees for permits, road closures, or specialized insurance.