



January 17, 2019

CANCELLATION NOTICE OF THE REGULAR MEETING
AND
CALL AND NOTICE OF A SPECIAL MEETING OF THE
OPERATIONS AND DEVELOPMENT COMMITTEE
OF THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

The Airport Authority administrative offices will be closed on Monday, January 21, 2019, in observance of Martin Luther King, Jr., Day. Therefore, the regular meeting of the Operations and Development Committee scheduled for Monday, January 21, 2019, at 8:30 a.m., in the Airport Skyroom of Hollywood Burbank Airport has been cancelled.

NOTICE is hereby given that a special meeting of the Operations and Development Committee will be held Tuesday, January 22, 2019, at 8:30 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

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

SPECIAL MEETING
OF THE
OPERATIONS AND DEVELOPMENT COMMITTEE

Airport Skyroom

Tuesday, January 22, 2019

8:30 A.M.

The public comment period is the opportunity for members of the public to address the Committee on agenda items and on airport-related non-agenda matters that are within the Committee's subject matter jurisdiction. At the discretion of the presiding officer, public comment on an agenda item may be presented when that item is reached.

Members of the public are requested to observe the following decorum when attending or participating in meetings of the Committee:

- *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 Committee during the public comment period, fill out a speaker request card and present it to the Board Secretary.*
- *Confine remarks to agenda items or to airport-related non-agenda matters that are within the Committee's subject matter jurisdiction.*
- *Limit comments to five minutes or to such other period of time as may be specified by the presiding officer.*

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The following activities are prohibited:

- *Allocation of speaker time to another person.*
- *Video presentations requiring use of Authority equipment.*

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Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Authority to the Committee less than 72 hours prior to that meeting are available for public inspection at Hollywood Burbank Airport (2627 N. 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.

AGENDA

1. Approval of Agenda

2. Public Comment

3. Approval of Minutes

a. December 10, 2018

[See page 1]

4. Contracts and Leases

a. Award of Professional Services Agreement for Terminal High Voltage Feeders Design

- Staff Report Attached

[See page 6]

Staff seeks an Operations and Development Committee recommendation to the Commission for: (i) Award of a professional services agreement in the amount of \$75,830 to DH Green Energy, Inc. ("DHGE") for electrical design and construction support services for the Terminal High Voltage Electrical Upgrade Project; (ii) Approval of a project budget for in-house design management and contract administration services not-to-exceed amount of \$11,375; and, (iii) Approval of a contingency of \$8,700.

b. Award of Contract for Airfield Lighting Electrical Inspection, Testing, and On-Call Repair Services Project Number E18-11

- Staff Report Attached

[See page 10]

Staff seeks an Operations and Development Committee recommendation to the Commission to award a contract, copy attached, for a two-year period in the amount of \$313,242 (\$156,621 annually) to Vellutini Corporation dba Royal Electric Company ("Royal Electric") for monthly airfield lighting testing & inspection services. This contract also includes rates for on-call repair and emergency services as needed and approved by Staff.

Subject to the recommendation of the Committee, this item has also been placed on the Commission agenda for its consideration at its meeting immediately following the Committee's meeting.

c. Compensation Rates for Airport Fire Department Personnel Assigned to Emergency Incidents Under the California Fire Assistance Agreement (CFAA)

- Staff Report Attached

[See page 13]

Staff seeks the recommendation of the Operations and Development Committee to the Commission for verification of compensation rates for Airport Fire Department personnel, including travel time, when assigned to emergency incidents under the California Fire Assistance Agreement ("CFAA").

The Airport Fire Department is a mutual-aid provider and a participant in the State of California Office of Emergency Services ("Cal OES") CFAA for the potential deployment of fire personnel during emergency incidents.

Adoption of the proposed Resolution No. 482 will allow reimbursement from Cal OES for overtime and travel time incurred when Airport Fire Department personnel are deployed under the CFAA.

5. Items for Discussion

a. Appointment of Committee Chair

No staff report attached. This item has been placed on the Committee's agenda for its consideration and deliberation.

6. Adjournment

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

MONDAY, DECEMBER 10, 2018

A special meeting of the Operations and Development Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 8:00 a.m., by Chairman Brown.

ROLL CALL

Present: Commissioners Brown, Devine and Tornek

Absent: None

Also Present: Staff: Frank Miller, Executive Director;
John Hatanaka, Senior Deputy Executive Director;
Anthony Defrenza, Director of Engineering and
Maintenance; Patrick Lammerding, Deputy Executive
Director, Planning and Development

Daniel Iacofano, CEO, MIG

1. Approval of Agenda There were no adjustments to the agenda.

2. Public Comment There were no public speakers.

3. Approval of the Minutes

- a. November 5, 2018 Commissioner Devine moved approval of the minutes of November 5, 2018, meeting, seconded by Commissioner Tornek. The draft minutes were approved (3-0).

4. Contract and Leases

- a. Award of Design-Build Agreement to Charles Pankow Builders, Ltd.
Award of Purchase Order to G&S Airport Conveyors for Terminal B Security Checkpoint & Ticket Counter Renovation Project Number E18-15
- Staff recommended that the Operations and Development Committee recommend to the Commission: (i) Award of a Design-Build Agreement in the amount of \$526,777 to Charles Pankow Builders, Ltd. for renovation of the Terminal B ticket counters and security checkpoint; (ii) Award of a Purchase Order in the amount of \$85,860 to G&S Airport Conveyor for installation of a baggage conveyor belt extension and associated controls in connection with such renovation; (iii) Approval of a project budget for relocation of associated IT

hardware and support in the not-to-exceed amount of \$20,000; (iv) Approval of a project budget for construction management and administration in the not-to-exceed amount of \$65,000; (v) Approval of a project aggregate contingency of \$30,000; and (vi) Authorization for the President to execute the contracts.

Motion

Following the presentation, Commissioner Tornek moved approval of Staff's recommendation.

Motion Approved

The motion was approved unanimously (3-0).

Staff noted that this item is included in the Commission's agenda for its December 10, 2018, meeting immediately following the Committee's meeting.

b. Approval of Change Order #2 to The Stone Collector for Building #36 Data Server Room Upgrades Project Number E17-01

Staff reported that the Commission previously awarded a contract to The Stone Collector for the Building #36 Server Room Upgrades project. This project includes: installation of a new HVAC system; replacement of the existing wet sprinklers with a pre-action dry sprinklers system; installation of a fire suppression system; installation of clean-room specific ceiling tiles; sealing all entry points for cables and conduits to meet the airtightness requirements of the new fire suppression system; installation of Title 24 specific lighting; and necessary changes to certain electrical components.

The Stone Collector was given the notice to proceed on May 22, 2017, with an expected project duration of 90 calendar days. However, the contractor was placed on hold the third week of June 2017 due to the need to evaluate changes to the project scope in response to the discovery of unanticipated electrical issues and additional work associated with the HVAC and electrical work being undertaken in the redundant server room located in the main terminal. In order for the work to proceed in Building #36, the redundant server room needed to be fully operational.

Since June 2017, work on the Building #36 Data Server Room Upgrades project has been advanced intermittently. Last May, Change Order #1 was executed for the installation of anti-static flooring, painting and modification of the HVAC roof curb and condensate line routing in the amount of \$23,176.

Separate from the discovery of existing conditions to be addressed, a recommendation to replace components of the DVSS system was received. The electrical requirements for these components included increased power capacity, power redundancy, and power regularity which required a change order to Cal+Pac, the designer of the Building #36 Server Room Upgrade Project, in the amount of \$6,500. This electrical upgrade will meet the near and long-term needs of the DVSS system.

Staff recommended an Operations and Development Committee recommendation to the Commission for approval of Change Order #2, in the amount of \$74,871, to the contract with The Stone Collector for additional scope, revised phasing requirements, and delay costs associated with the Building #36 Server Room Upgrades project.

Motion

Commissioner Tornek moved approval of Staff's recommendation, seconded by Commissioner Devine.

Motion Approved

The motion was approved unanimously (3-0).

Staff noted that this item is included in the Commission's agenda for its December 10, 2018, meeting immediately following the Committee's meeting.

c. Award of Contract Elevators Etc. LP for Elevator, Maintenance and Repair Services

Staff recommended an Operations and Development Committee ("Committee") recommendation to the Commission for award of an Airport Conveyance Equipment Services Agreement ("Agreement") to Elevators Etc. LP ("Elevators Etc.") for preventative maintenance services, on-call repair services, and emergency repair services for six elevators, two escalators, and six moving walkways located throughout the Airport. The Agreement will be for a three-year period with two one-year extension options available to the Authority. For preventative maintenance services during the three-year base term, the annual fee will be \$78,594 and the total fee will be \$235,782. The contract also includes rates for on-call repair and emergency services.

In September 2018 Staff issued a Request for Proposals ("RFP") for the inspection, preventative maintenance, on-call repair, and emergency repair services for elevators, escalators and moving

walkways. Proposals were received from two firms, Elevators Etc. and Excelsior Elevators, the current service provider.

Motion

Commissioner Tornek moved approval of Staff's recommendation.

Motion Approved

The motion was approved unanimously (3-0).

Staff noted that this item is included in the Commission's agenda for its December 10, 2018, meeting immediately following the Committee's meeting.

d. Award of Professional Services Agreement MIG, Inc. for Public Design Charrette Workshops Facilitator

Staff recommended an Operations and Development Committee approval to the Commission for award of a Professional Services Agreement ("PSA") to MIG, Inc. ("MIG") in the amount of \$325,490 for Design Charrette Workshops Facilitator services for the replacement passenger terminal ("RPT") as required under the 2016 Development Agreement with the City of Burbank.

The Public Design Charrette Workshop process will provide information for the design of the replacement terminal, particularly in regard to aesthetics, amenities, and integration into the community.

Utilizing a two-step procurement process, Staff issued a Request for Qualifications ("RFQ") via PlanetBids on May 24, 2018, soliciting Statements of Qualifications ("SOQs") from qualified consulting firms specializing in architectural design, public outreach and engineering, with five (5) firms responding.

The evaluation committee was comprised of three staff members; Mr. Patrick Prescott, Community Development Director, City of Burbank; Mr. Tom Flavin, CEO, Burbank Chamber of Commerce; and Ms. Sue Georgino of Georgino Consulting.

A Request for Proposals ("RFP") was issued on July 23, 2018, via PlanetBids to the three shortlisted firms identified through the SOQ process.

Based on the Evaluation Committee's recommendation, Staff presented to the Committee that it recommend to the Commission approval of a PSA with MIG, Inc. in the amount of \$325,490 to conduct the Public Design Charrette Workshop process related to the Replacement Passenger Terminal project.

Motion

Commissioner Tornek moved approval of Staff's recommendation, seconded by Commissioner Devine.

Motion Approved

The motion was approved unanimously (3-0).

Staff noted that this item is included in the Commission's agenda for its December 10, 2018, meeting immediately following the Committee's meeting.

5. Adjournment

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

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
JANUARY 22, 2019**

**AWARD OF PROFESSIONAL SERVICES AGREEMENT
FOR
TERMINAL HIGH VOLTAGE FEEDERS DESIGN**

SUMMARY

Staff seeks an Operations and Development Committee ("Committee") recommendation to the Commission for:

- i) Award of a professional services agreement in the amount of \$75,830 to DH Green Energy, Inc. ("DHGE") for electrical design and construction support services for the Terminal High Voltage Electrical Upgrade Project;
- ii) Approval of a project budget for in-house design management and contract administration services not-to-exceed amount of \$11,375; and,
- iii) Approval of a contingency of \$8,700.

BACKGROUND

Many portions of the current terminal complex receive power through high voltage feeders that are reaching the end of their useful life before the Replacement Passenger Terminal can be developed. Due to the age of the current equipment, there is a potential risk of failure which would cause a significant portion of the existing terminal to experience an extended power outage. An engineering assessment of the existing cable condition along with a design for replacement feeders is necessary to ensure reliable electrical power will continue throughout the remaining useful life of the passenger terminals.

PROJECT DETAILS

The Authority issued procurement documents reaching out to qualified electrical engineering consultants to complete a validation of the Engineering Department's assessment of existing conditions, provide construction ready design plans and specifications, provide a phasing plan indicating how power can be maintained within the terminal building during the construction of the project, coordinate plan check with the City of Burbank, assist the Authority during the bidding phase of the project and provide construction phase services including pre-construction support, Request for Information and Submittal Reviews and Quality Control Inspections.

The scope includes an assessment of the existing condition from the distribution switchboard at the Burbank Water & Power substation location to the pad-mounted transfer switch located at the equipment yard on the north side of Building 9. Included in the scope is for the consultant to provide the electrical demand load monitoring of the existing power distribution systems and using the results of the monitoring to determine if a full or partial replacement of high voltage feeders will be necessary to maintain reliable electrical power to the terminal buildings. The consultant shall then produce ready to bid plans and specifications. Upon receipt of final design documents, Staff will solicit bids for the

construction phase of the project and rely on the selected design consultant for their support during the bidding process. Upon receipt and evaluation of the construction bids, Staff will return to the Committee and if recommended, present to the Commission for approval a request to award a construction contract for the necessary work.

PROCUREMENT (SOLICITATION/PROPOSAL EVALUATION/RECOMMENDATION FOR AWARD)

Staff initiated the proposal process on October 9, 2018, by posting Request for Proposal (RFP) documents on PlanetBids. Proposals were received on the PlanetBids system on November 5, 2018, and four consultants submitted proposals.

Proposals were evaluated by a panel consisting of three staff members. The firms were scored based upon five selection criteria for a total of 100 maximum points possible as described below:

- SC-1 Experience and Past Performance (20 points)
- SC-2 Firm Capabilities (20 points)
- SC-3 Technical Approach (25 points)
- SC-4 Agreement Acceptance (15 points)
- SC-5 Price (20 points)

The average scores are presented in the table below:

	Price	SC-1	SC-2	SC-3	SC-4	SC-5	Total
Max Points Possible		20	20	25	15	20	100
DH Green Energy	\$75,830	19	19	21	8	20	87
Lean Technology	\$197,300	18	19	22	10	2	76
Parkia, Inc.	\$174,538	16	17	16	8	9	66
Schwab Engineering	\$131,240	18	17	19	15	12	81

ENGINEER'S ESTIMATE

An Engineer's Estimate, prepared by in-house Staff, estimated a cost of \$65,000 for these services.

SCHEDULE

The consultant's performance period is 90 calendar days for design services and Staff shall issue a Notice to Proceed as soon as possible, following Commission approval and receipt of all contractual prerequisites. The final contract completion date that includes construction phase services will depend on the construction schedule to be determined and presented to the Committee at a later date.

DESIGN MANAGEMENT AND CONTRACT ADMINISTRATION

Design management and contract administration services will be provided to Airport Authority staff from the Engineering Department. Staff will utilize Azrial Consulting to provide AutoCAD and site reference support services. The proposed total not-to-exceed budget for Staff and Azrial Consulting services is estimated at \$11,375.

OPERATIONS IMPACTS

Staff will communicate regularly with all affected tenants for the field investigation portion of this contract and not disturb airport operations. Any field investigation requiring shutdown of electrical services will be coordinated with Operations and IT Departments and performed at night. Any system affected during an evening shutdown will be online prior to morning opening activities.

BUDGET APPORTIONMENT

CATEGORY OF WORK	AMOUNT
Assessment	\$ 5,840
Plans & Specifications	\$ 41,470
Phasing Plan	\$ 3,000
Coordinate Plan Check with City of Burbank	\$ 4,250
Bidding Phase Assistance	\$ 4,360
Construction Phase Services	\$ 12,730
Total Contract	\$ 75,830
Design Management/Contract Administration	\$ 11,375
Contingency	\$ 8,700
Project Total	\$ 95,905

BUDGET IMPACTS

This project was included in the current adopted FY 2019 Budget in the amount of \$350,000 and is anticipated to be partially funded (70%) through an approved PFC Application.

RECOMMENDATIONS

Staff seeks a Committee recommendation to the Commission for:

- i) Award of a professional services agreement in the amount of \$75,830 to DH Green Energy, Inc. ("DHGE") for electrical design and construction support services for the Terminal High Voltage Electrical Upgrade Project;
- ii) Approval of a project budget for in-house design management and contract administration services not-to-exceed amount of \$11,375; and,
- iii) Approval of a contingency of \$8,700.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
JANUARY 22, 2019**

**AWARD OF CONTRACT FOR AIRFIELD LIGHTING ELECTRICAL INSPECTION,
TESTING, AND ON-CALL REPAIR SERVICES
PROJECT NUMBER E18-11**

SUMMARY

Staff seeks an Operations and Development Committee ("Committee") recommendation to the Commission to award a contract, copy attached, for a two-year period in the amount of \$313,242 (\$156,621 annually) to Vellutini Corporation dba Royal Electric Company ("Royal Electric") for monthly airfield lighting testing and inspection services. This contract also includes rates for on-call repair and emergency services as needed and approved by Staff.

Subject to the recommendation of the Committee, this item has also been placed on the Commission agenda for its consideration at its meeting immediately following the Committee's meeting.

BACKGROUND

An operational airfield lighting system is critical to the success and safety of the Airport's daily operations. The FAA provides detailed guidance on best practices associated with testing, inspection and preventative maintenance activities for different components of a typical airport's airfield lighting system. While the Authority's Maintenance Department provides the preventative maintenance and undertakes certain necessary repairs to the airfield lighting system, Staff believes that obtaining the services of a qualified electrical contractor that has expertise with airfield lighting systems will ensure stricter compliance with recommendations that are issued by the FAA as well as improve the reliability and longevity of the existing system.

PROJECT DETAILS

The scope of the proposed services was developed with the support of the engineering consulting firm Mead & Hunt, which has the expertise and significant experience in airfield lighting testing, inspection, and preventative maintenance programs. The recommendations from Mead & Hunt were reviewed by the Engineering and Maintenance departments. With the consultant's support, the guidance provided by the FAA was reviewed, and it was determined which specific tasks would be more appropriate for a qualified electrical contractor to undertake. The frequency and complexity of the task were considered as part of Staff's assessment as well as the adequacy of our current adherence with the recommended frequency. For example, daily tasks were excluded from the proposed contractor's scope as it would be inefficient for them to provide daily services as these recommended daily tasks are adequately completed by the Maintenance Department. Also, tasks associated with the standby emergency generators for the airfield lighting system are already under a service contract and completed on a semi-annual basis by an outside vendor. As such, this service requirement was also excluded from the scope of the proposed contract.

Improving implementation of the FAA guidance is a primary reason to obtain these services and Staff feels it is prudent to have a qualified electrical contractor with expertise in airfield lighting systems that is intimately familiar with the Authority's Airport airfield lighting system on an on-call basis in case of an unexpected issue or emergency.

Over the term of the contract, the monthly visits during which the contractor will perform the proposed testing and inspection services of this critical equipment will result in their increased awareness of the condition of the Authority's airfield lighting system. Additionally, the pre-determined on-call labor and equipment rates will protect the Authority's interests as well as simplify procurement and contractual processes in the event of an emergency or unscheduled on-call services as required.

PROCUREMENT

During the development of the scope of work with Mead & Hunt there were discussions about potential sources of this very specialized nature of airfield electrical work. Although Mead & Hunt was only aware of one or two firms in the area with the appropriate background and experience for this specialized electrical work, a decision was made to put these services out for market review (via an RFP) with the intent of discovering new, interested electrical contractors for this service category and therefore increasing the opportunity for competitive selection.

Staff initiated the competitive process on August 24, 2018, by posting RFP documents on PlanetBids to 248 identified potential sources. Proposals were due via PlanetBids on September 14, 2018. Despite outreach efforts, only one contractor submitted a proposal.

The decision was made to cancel the RFP in its current state by the Procurement Department since it did not yield a true competitive response. However, it did reconfirm a qualified source for the work, who was one of the firms previously identified by Mead & Hunt. Therefore, Procurement and Engineering staff jointly entered into a scope and price negotiation similar to the process recommended by the FAA's advisory circular for Qualifications Based Selection on Engineering and Architectural projects.

The proposal content was evaluated to determine responsiveness to the bid documents. Staff inspected the inventory of documentation required and determined that they were "responsive" as 100% of the documentation requirements were received. Royal Electric submitted references from many airports in California indicating they have the relevant experience and the expertise to comply with the FAA AC's recommendations for airfield lighting systems. Royal Electric has done work for the Authority in the past, and in 2015 was awarded the initial Runway Lighting Rehabilitation project. Staff has found their past work to be acceptable.

The original pricing submittal provided for a full scope of services in the amount of \$965,000 annually for a two-year term. Staff met with Royal Electric to clarify cost, scope elements and determine if any minor changes to the scope would result in significant cost savings. Through this process, Staff and Royal Electric identified the monthly service items to be covered under this contract which resulted in a significant reduction in the monthly cost.

OPERATIONS IMPACTS

The monthly testing and inspection work will be scheduled in advance and tasks will be coordinated with the Maintenance and Operations departments as well as the Air Traffic Control Tower to not impact airport operations.

ENVIRONMENTAL REVIEW

Staff has reviewed the California Environmental Quality Act guidelines regarding exemptions applicable to this work and determined that this work is exempt pursuant to the Class 1 categorical exemption (14 C.C.R. § 15301). Among other things, that exemption covers rehabilitation of deteriorated facilities to meet current standards of public health and safety in situations where damage is not substantial and has not resulted from an environmental hazard.

BUDGET IMPACTS

The Adopted FY 2019 Budget includes appropriations for this work at \$300,000.

RECOMMENDATIONS

Staff seeks a Committee recommendation to the Commission to award a contract in the amount of \$313,242 (\$156,621 annually) to Vellutini Corporation dba Royal Electric Corporation for the defined airfield lighting testing & inspection scope to be completed on a monthly basis for a two-year period and authorize the President to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS & DEVELOPMENT COMMITTEE
JANUARY 22, 2019**

**COMPENSATION RATES FOR
AIRPORT FIRE DEPARTMENT PERSONNEL
ASSIGNED TO EMERGENCY INCIDENTS UNDER
THE CALIFORNIA FIRE ASSISTANCE AGREEMENT (CFAA)**

SUMMARY

Staff seeks the recommendation of the Operations and Development Committee ("Committee") to the Commission for verification of compensation rates for Airport Fire Department personnel, including travel time, when assigned to emergency incidents under the California Fire Assistance Agreement ("CFAA").

The Airport Fire Department is a mutual-aid provider and a participant in the State of California Office of Emergency Services ("Cal OES") CFAA for the potential deployment of fire personnel during emergency incidents.

Adoption of the proposed Resolution No. 482 will allow reimbursement from Cal OES for overtime and travel time incurred when Airport Fire Department personnel are deployed under the CFAA.

BACKGROUND

The agency that oversees the CFAA undertook a multi-year review of the reimbursement rates, methodologies and formulas used to reimburse participating agencies. On January 1, 2015, a replacement CFAA became effective with the requirement for all participating agencies to submit either a Memorandum of Understanding, a Governing Body Resolution, or equivalent document which verifies the department's compensation rates for all hours worked including the time of initial dispatch from home base to the time of return to home base.

The current Collective Bargaining Agreement ("CBA") between the Burbank Airport Professional Firefighters, IAFF Local I-61 and TBI Airport Management Inc., contains compensation rates and methodologies for pay incurred during periods where staff are assigned to mutual-aid deployment. Historically, in accordance with the CBA, fire personnel that have been assigned to mutual-aid incidents were paid overtime rates including travel time and the Authority did not receive reimbursement from Cal OES.

The proposed resolution identifies the Airport Fire Department compensation rates specified in the current CBA. When all required documentation, which this proposed resolution is a part of, is submitted to Cal OES, the Authority will be allowed to submit for reimbursement expenses for staff and equipment that respond to a mutual-aid incident.

THOMAS FIRE RESPONSE

In December 2017, the Authority received a mutual-aid request for an ARFF vehicle to support the hot fuel operations for the water drop helicopters responding to this incident. The Airport Fire Department responded with a crew and ARFF vehicle Crash 4.

If approved, the proposed resolution will allow the Authority to proceed with the steps necessary to process a reimbursement request for this past deployment of crew and equipment.

STAFF RECOMMENDATION

Staff recommends that the Committee recommend to the Commission adoption of Resolution No. 482 verifying the applicable compensation rates for Airport Fire Department personnel, including travel time, when assigned to emergency incidents under the CFAA.

RESOLUTION NO. 482

A RESOLUTION OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY COMMISSION VERIFYING COMPENSATION RATES FOR AIRPORT FIRE DEPARTMENT PERSONNEL ASSIGNED TO EMERGENCY INCIDENTS UNDER THE CALIFORNIA FIRE ASSISTANCE AGREEMENT

The Burbank-Glendale-Pasadena Airport Authority Commission finds, resolves and determines as follows:

Section 1. Recitals.

A. The Airport Authority is joint power agency that owns and operates the Bob Hope Airport, commonly known as Hollywood Burbank Airport located in County of Los Angeles, State of California;

B. The Airport Authority contracts with TBI Airport Management, Inc. ("TBI") for aircraft rescue and firefighting services;

C. The Airport Fire Department is a mutual-aid provider and a participant in the State of California Office of Emergency Services ("Cal OES") California Fire Assistance Agreement ("CFAA") for the potential deployment of Airport Fire Department personnel during emergency incidents;

D. The CFAA requires all participating California agencies to submit documentation verifying the Department's personnel compensation rates;

E. The current (October 11, 2017 - June 30, 2020) Collective Bargaining Agreement ("2017 CBA") between TBI and the Burbank Airport Professional Firefighters, IAFF Local 1-61 contain compensation rates and methodologies for pay during periods where Airport Fire Department personnel are assigned to mutual-aid deployments; and

D. Under the terms of the CFAA, it is appropriate for the Airport Authority to update and verify Airport Fire Department personnel compensation rates for purposes of submitting a reimbursement request for staff and equipment authorized to deploy to emergency incidents.

Section 2. Authorization. The compensation rates specified in the 2017 CBA for Airport Fire Department personnel are verified and attached to this Resolution as Exhibit A. The Executive Director is authorized and directed to submit this Resolution, the attached Exhibit A, and any other required documentation to Cal OES to seek reimbursement for overtime and travel time incurred for each emergency incident in which Airport Fire Department personnel are deployed under the CFAA.

Section 3. Effective Date. This Resolution shall be effective upon adoption.

Adopted this ____ day of _____ 2019.

Zareh Sinanyan, President
Burbank-Glendale-Pasadena Airport Authority

Attest:

Ross Selvidge, Ph. D., Secretary

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
TBI AIRPORT MANAGEMENT, INC. ("TBI")
AND THE
BURBANK AIRPORT PROFESSIONAL FIREFIGHTERS,
IAFF LOCAL I-61 ("Union")**

October 11, 2017 to June 30, 2020

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PREAMBLE

This Agreement is entered into between TBI Airport Management, Inc. and the International Association of Fire Fighters Local I-61 as a mutual agreement of the wages, hours and terms and conditions of employment in effect during the period of October 11, 2017 through June 30, 2020 for employees who work in the classifications of fire fighter or fire captain at the Burbank Airport.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative of all fire protection and suppression personnel employed by the Employer at the Burbank Airport ("Airport"), excluding the Fire Chief.

ARTICLE 2 - DEFINITIONS

Employees: Refers to Firefighters and Captains employed by TBI.

Employer: Refers to TBI Airport Management, Inc.

Board: Refers to the Board of Directors of the Union, and is comprised of the following officers: President; Vice President; Secretary; Treasurer and other positions as the Board deems necessary.

Immediate Supervisor: Immediate supervisor is defined as the employee's closest superior whose position has been designated as supervisory or management by the Employer.

Normal Work Hours: Those hours a unit employee is normally scheduled to work during a given deployment period.

Shifts: Regularly scheduled deployment period consisting of 24 hours.

Shift Schedule: Employment in which the employee works the standard work week consisting of two consecutive 24 hour shifts and 96 hours off.

The "Blended Rate" is the total dollar amount of a firefighter's pay for a 24 hour shift, divided by 24 hours.

A "Variable Pay Difference" is the difference of pay between the blended rate multiplied by the number of hours worked for the day and the base pay adjusted to overtime pay calculation multiplied by the number of hours worked. Variable Pay Difference shall be paid only for Emergency Call-Back. Effective January 1, 2018, the Variable Pay Difference Shall no longer be used. (see Article 6.2 and 6.3)

For example: If an employee with a base rate of \$16.25 per hour and a blended rate of \$25.73 per hour works the entire shift (24 hours), the total money earned by the employee for the shift equals \$617.52. If the same employee is called back to duty four hours into the shift and works the next 20 hours of the shift, the variable pay difference is calculated as follows:

First 8 hours of shift: \$16.25 multiplied by 8 hours = \$130.00

Second 4 hours of shift: \$16.25 at time and one-half multiplied by 4 hours = \$97.48

Last 8 hours shift: \$16.25 at double time multiplied by 8 hours = \$260.00

Total money earned for the shift is $\$130.00 + \$97.48 + \$260.00 = \487.48 .

The blended rate (\$25.78) multiplied by the number of hours worked (20) equals \$514.60.

The Variable Pay Difference is the difference between the two sums: $\$514.60 - \$487.48 = \$27.12$

ARTICLE 3 - NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all Employees without unlawful discrimination as to age, gender, marital status, race, color, ancestry, religious creed, medical condition, national origin, physical or mental disability, sexual orientation, pregnancy or political affiliation.

ARTICLE 4 - AUTHORIZED REPRESENTATIVES

For purposes of administering the terms and provisions of the various ordinances, resolutions, rules and regulations adopted pursuant to this Agreement, Management's principal authorized agent shall be the Fire Chief or his/her duly authorized representative. The Union's principal authorized agent shall be the President or any member of the Board designated by the President.

The Union may hold meetings on the Airport premises as designated by the Fire Chief, provided however that the space so designated shall be suitable for holding Union meetings in a comfortable and confidential setting at least equivalent to the Conference Room in Building 9. Meetings also may be held at the Fire Department, as long as such meeting does not interfere with other Airport personnel or the Airport's normal course of business. Employer shall permit the Union to use the Burbank-Glendale-Pasadena Airport Authority's ("Authority") duplicating equipment to make copies of brief documents, which are related to day-to-day Association responsibilities.

ARTICLE 5 – SENIORITY

5.1 Computation of Seniority

- A. Seniority will be based on the last date of hire with the Airport fire department. Seniority of an employee who is hired after May 1, 2015 will be determined by the date of hire with Employer. The two classifications covered under the scope of this Agreement are: Firefighter and Captain.
- B. Seniority shall accrue from the employee's most recent beginning date of employment by the Employer, except as otherwise expressly provided in this Agreement. Seniority shall be determined by the employee's placement on the hiring list. An employee's seniority shall be terminated for any of the following reasons except where otherwise provided for in this Agreement or as required by law (e.g., protected family leave):
 - a. If the employee resigns.
 - b. If the employee is discharged.
 - c. If a non-probationary employee does not work for the Employer or is laid off for a period of one year or more. Probationary employees are not subject to recall.

- d. If the employee is laid off and fails to notify the Employer of his/her intention to return to work within seven calendar days after issuance of recall notice, or fails to report for work within ten calendar days of the date of issuance of the recall notice. It shall be the responsibility of each employee to keep the Employer informed in writing of their current address and telephone number where they can be reached. Recall shall be by certified mail.
- e. If the employee is absent from employment for two consecutive scheduled shifts without notice to the Employer.
- f. If the employee retires.
- g. If the employee fails to return to work upon the expiration of an approved leave of absence without approval from the Fire Chief or the Fire Chief's designee.

If requested by the Union, the Employer agrees to furnish the Union a current seniority list on an annual basis.

Probationary employees shall not earn seniority rights until the completion of their probationary period. Upon successful completion of probation, the employee will gain full seniority rights retroactive to his/her date of hire.

Seniority is based on "service time," which is defined as those days worked by an employee, including holidays and regular days off during weeks worked, and days on paid vacation or personal leave. Service time shall also include days off work due to occupational injury or occupational illness if the employee returns upon recovery to the active payroll of the Employer, provided that such days off shall not exceed 12 consecutive months. Service time shall not include days when an employee is severed from the active payroll due to termination or layoff.

Employees on approved leaves of absence for one year or less will continue to accrue seniority. Seniority will be frozen for leaves of absence longer than one year, unless otherwise specified by law.

5.2 Use of Seniority

The principle of seniority shall be taken into account only to the extent expressly provided in this Agreement.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

6.1 Work Schedule

Unless otherwise required by the Authority, the Employees shall work a 56 average hour work week, working two consecutive 24 hour shifts, each commencing at 0700 hours daily and ending at 0700 hours the following day, and then having four consecutive 24 hour shifts off. The Employer shall maintain staffing levels of one captain and five firefighters on per shift on a three-platoon schedule, unless required by the Authority to change such levels. The current 24 hour schedule usually will be as follows:

- Work Period – Ten hours. This period shall include two hours for meal time and a minimum

of one hour of physical fitness.

- Standby -- Five hours. This period shall include one hour for meal time. No normal work shall be scheduled. Employees are required to respond to emergency calls and scheduled training. Recreational facilities may be used during this period.
- Sleep Time -- Eight hours
- Prep Time --One hour: One-half hour employee prep time; one-half hour station prep time.

All Employer holidays shall be designated as "Holiday Routine" and all Employees on duty on Employer holiday days shall only perform necessary duties, as determined by the Fire Chief or his/her designee, and emergency-related duties. Notwithstanding the foregoing, training duties may be performed on Employer holidays.

6.2 Pay and Overtime Pay Calculation

Employees working a regularly scheduled 24-hour shift, or any part thereof, shall be compensated at straight time for the first 8 hours of a shift, time and one-half for the next 4 hours of the shift and double time for the next 12 hours. This pay calculation shall be repeated for each regularly scheduled 24-hour shift.

Effective January 1, 2018 employees working an Overtime Shift shall be paid at two times their base hourly rate for all hours worked outside of the employees regularly assigned work schedule.

6.3 Overtime Shifts

"Overtime Shift" is defined as all hours worked outside of the employees regularly assigned work schedule, excluding shifts due to Trades as described in Article 11. Employees working an Overtime Shift, or any portion thereof outside of their regularly scheduled assigned work schedule shall be paid at the rate of two times their base hourly rate for all hours worked.

The Employer agrees, to the extent reasonable and practical, to make Overtime Shift assignments so as to equalize Overtime Shift opportunities for employees. As an Overtime Shift becomes available, it will be offered to the person with the lowest hourly total according to the overtime list. There shall be no pyramiding of overtime or premium pay.

Should it become necessary to hold-over an on-duty shift member to cover for a late or no-show employee on the oncoming shift, the overtime roster will be disregarded. However, the roster will be updated to show that overtime.

Should a situation arise where a mandatory overtime shift could not be filled, the system will revert to the mandatory overtime tracking system where the next eligible firefighter will then be contacted and required to report to work. In this case, refusal of the mandatory overtime shift would not be allowed. Employees who fail to report for an Overtime Shift will be subject to disciplinary action. Unless otherwise stated in the Burbank Airport Fire Department Overtime Guidelines Policy Manual, there shall be no limit on consecutive days worked at the election of the employee.

Overtime created as a result of a resignation of an employee or an approved extended medical leave of absence will be filled three weeks in advance whenever possible, provided the Employer

received earlier notice from the employee. Those employees who have accepted overtime outside their regular shift also accept the responsibility to report to duty at the scheduled time or be subject to disciplinary action.

After one year of employment and at the discretion of the Fire Chief all new hires will be averaged into and placed on the Overtime Shift list. Probationary employees will not be placed in the Overtime Shift rotation except as determined by the Fire Chief for the good of the order and needs of the Department.

Nothing contained in this Article shall constitute a guarantee of work or pay in lieu of work.

Please refer to the overtime guidelines in the Burbank Airport Fire Department Overtime Guidelines Policy Manual which is an agreement between the Chief, or designee, and the Union.

ARTICLE 7 - WAGES, BENEFITS AND SPECIAL PAY

7.1 Pay Periods

For the purposes of payroll, the workweek begins Friday at 12:01 a.m. and ends on Thursday at 12 midnight. Paychecks are generally distributed on Thursdays on a bi-weekly basis; however, Employer reserves the right to change pay periods.

7.2 Base Hourly Rate

Effective October 11th, 2017 the base hourly rate shall be increased by 2%. The new rates will be:

Firefighter: Probation = \$12.98 /hour
After 1 year = \$14.42 /hour
After 2 years = \$15.27 /hour
After 3 years = \$17.08 /hour

Captain: \$20.94 /hour

Effective the first full pay period after January 1, 2018, the base hourly rates for Employees shall be increased by 3% as set forth below:

Firefighter: Probation = \$13.37 /hour
After 1 year = \$14.85 /hour
After 2 years = \$15.73 /hour
After 3 years = \$17.59 /hour

Captain: \$21.57 /hour

Effective the first full pay period after July 1, 2018, the base hourly rates shall be increased by 4% for Employees as set forth below:

Firefighter: Probation = \$13.91/hour
After 1 year = \$15.45/hour
After 2 years = \$16.36/hour
After 3 years = \$18.29/hour

Captain: \$22.43/hour

Effective the first full pay period after July 1, 2019, the base hourly rates shall be increased by 3% for Employees as set forth below:

Firefighter: Probation = \$14.33/hour
After 1 year = \$15.91/hour
After 2 years = \$16.85/hour
After 3 years = \$18.84/hour

Captain: \$23.10/hour

7.3 Emergency Call Back Pay

Emergency Call-Back shall be paid in accordance with the pay calculation and overtime rules set forth in this Agreement.

Below will be in effect until 12/31/2017:

To keep the employee whole in regard to the Blended Rate when called back for duty, the Employer agrees to pay the employee the Variable Pay Difference.

7.4 Special Circumstance Pay

An employee who is required to attend an off-duty scheduled meeting, parade or event, etc., shall receive a minimum of four hours pay at two times their base hourly rate.

7.5 Certification Pay

Emergency Medical Technician Certification

Effective as of January 1, 2016, Employees who maintain a current Emergency Medical Technician certification will receive a \$25 per month premium. Such certification is mandatory for all employees.

FAA Part 139 Live Fire Training

Effective as of January 1, 2016, Employees who maintain a current FAA Part 139 Live Fire Training certification will receive a \$100 per month premium. Such certification is mandatory for all employees.

State Fire Marshal Training

A firefighter or captain who successfully completes State Fire Marshal Officer training requirements and receives certification or completed task book shall be paid \$125 per month premium.

Air Pac Tech

Up to three employees shall be paid \$70 per month when designated by the Fire Chief as Air Pac Techs, with duties as specified by the Chief.

7.6 Instructor Pay

An employee who is designated by the Fire Chief to perform duties as an instructor shall receive additional compensation pay for the 24-hour shift on which the instruction is given.

Instructors shall be provided a reasonable time to prepare for the training event, depending on the training involved. Instructor pay shall be \$150 per day for each day of training. Instructor pay is limited to one instructor per shift, except when the Fire Chief assigns and requires more than one trainer per shift (such as when two trainers are required for CPR training involving ten (10) employees or more).

The following classes qualify for additional compensation:

- AED/CPR/First Aid
- Mobile Fueler
- Fire Extinguisher
- Emergency Operation Center

The Fire Chief may designate additional classes as needed.

7.6a Mentor Pay

Firefighters designated as mentors by the Fire Chief shall be paid 5% above firefighter base rate of pay when assigned to mentor probationary firefighters.

7.7 Out of Class Assignments

Working in a Higher Class

Upon specific assignment by the Fire Chief, a Firefighter may be required to perform the duties of Captain when the position of Captain is not actively occupied due to the temporary absence of the regularly appointed Captain. When a Firefighter is working in a higher classification, he/she shall be compensated 15% above his/her regular rate of pay for all hours actually worked in the classification, rounded up to the next hour. Firefighters shall not be required to perform traditional managerial or supervisory duties except when emergency conditions or the unavailability, inaccessibility or incapacity of a Captain requires designation of a Firefighter to the position of Captain.

Captains Working in a Lower Class

A Captain may voluntarily elect to fill a firefighter position only in the circumstance where a Firefighter would otherwise be forced to work. The Captain shall be paid at the Captain's regular pay rate if he or she volunteered to do so. If the Captain is forced to work at a lower class, the Captain shall be paid at the current Captain top step rate. When a Captain works in a lower classification, he or she is required to perform a Captain's normal administrative duties while on the shift.

Captains Working in a Higher Class

A Captain designated by the Chief or Director of Public Safety to temporarily serve as Assistant Chief shall receive 15% premium pay for all hours actually designated. A Captain designated as Assistant Chief shall perform their normal Captain duties while designated as Assistant Chief.

Hiring for vacancies shall be on a rank-for-rank basis except as set forth above.

7.8 Health and Welfare Benefits

Employees covered by this Agreement shall be entitled to the same health and welfare benefits (including medical, dental, vision, life and ADD insurance) on the same terms and conditions as is made available by the Employer to all other TBI Burbank employees, as may be modified by the Employer in its sole discretion from time to time. The Employee contribution cost for medical and dental coverage shall not increase in any calendar year by more than 10% above the previous year's rates.

The following rates shall remain in effect through at least 12/31/17:

Medical & Dental Coverage Cost*

Employee Only - \$40

Employee + One - \$60

Employee + Family - \$90

* If an employee elects medical coverage, the dental coverage will be free of charge.

Dental Only Coverage Cost

Employee Only - \$8

Employee + One - \$16

Employee + Family - \$16

Any Employee who waives medical insurance coverage offered by the Employer shall receive a gross reimbursement of \$150.00 per month, less taxes and other required or authorized deductions.

7.9 Retirement Plan

Employees may contribute from 1% to 100% of their pay into the Employer's 401k plan. The employee contributions may be made in whole numerals only. The Employer shall make a 401k contribution of 2.5% of each employee's gross pay each pay period to the 401k plan. In addition, the Employer shall make a matching contribution of 50% on the first 8% of an employee's voluntary contribution to the plan.

7.10 Tuition Reimbursement

Employees may choose to participate in higher education programs on their own time and at their own expense. Employees will be reimbursed for tuition, lab fees, and text books for that private effort if all of the following requirements are met:

1. The employee is participating in a program
 - a. leading to a degree at a college or university accredited by the Western Association of Schools and Colleges or an equivalent crediting agency; or
 - b. where the instruction is job-related as determined by Employer. Job-related includes course work to obtain a Fire Officer Certifications through the California State Fire Marshall's Office;
2. The employee seeks approval of reimbursement prior to taking the instruction, provides suitable proof of satisfactory completion, and submits the application for reimbursement after completion.

The maximum lifetime amount of reimbursement that any individual employee may receive through this program is \$5,000.

Any employee who leaves the employment of TBI less than one (1) year after being reimbursed shall return those funds to TBI as a condition of accepting the reimbursement.

7.11 Holidays

The parties recognize the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day (day observed), Independence Day, Labor Day, Thanksgiving Day, Day following Thanksgiving Day, Christmas Eve, Christmas Day.

In lieu of paid time off for holidays, employees will receive 12 hours of pay per holiday for each of the 10 holidays listed above. These holiday hours will be paid to the employees in the pay period in which the holiday occurs, regardless of whether or not the employee works the holiday.

7.12 Paid Time Off (PTO)

Employees shall be entitled to accrue and take paid time off according to the following schedule:

Years of service

- Less than 5 years of service = employee accrues 224 hours per year
 - 5 + years of service = employee accrues 280 hours per year
 - 10 + years of service = employee accrues 336 hours per year
 - 15 + years of service = employee accrues 385 hours per year
- The 15 year accrual rate applies only to those Employees hired before May 1, 2015.

Employees are permitted to cash out PTO hours three times per year but such cash-outs will be allowed only if at least 48 hours remain in the employee's leave bank after the cash-out.

PTO Carryover

Employees are encouraged to use PTO during the year in which it is accrued. However, employees will not lose any accrued, unused PTO. Instead, in the event that an employee does not use all their accrued PTO by the end of benefit year in which it was earned, the employee may carry over to the following benefit year up to a maximum of four hundred and twenty (420) hours of accrued, unused PTO. Any accrued, unused PTO in excess of four hundred and twenty (420) hours will be paid out to the employee at the end of each year.

7.13 Jury Duty

Any employee assigned to jury duty in state or federal court must notify his/her immediate supervisor as soon as possible. Around 5:00 p.m. on the day prior to each expected day of jury service, the employee will determine if he/she is expected to report to jury service and inform his/her immediate supervisor of the determination. If the employee is not expected to report to jury service, the employee will report to work as assigned.

An employee will be compensated while on jury duty at his/her regular shift rate when it falls on a scheduled workday for a maximum of four 24 hours shifts per occurrence.

If an employee receives pay for jury duty, the employee must forward a copy of those checks to the Human Resources Department. The amount paid to the employee by the court will be deducted from the pay received from Employer for the period of jury duty. Under no circumstance will an employee receive more than 100% of his/her regular shift rate as a result of the combination of jury duty payments and the Employer's payment.

7.14 Witness Leave

Upon service of a subpoena, an employee shall advise his/her immediate supervisor as soon as practical.

Each employee who is required, under subpoena, to take time off duty to appear as a witness by reason of employment with the Employer in any case or proceeding in an administrative action, local, state, or federal court shall receive pay in accordance with the pay calculation and overtime rules set forth in this agreement.

Each employee who is called from off-duty status to testify in any court or proceeding, under subpoena, on any subject connected with employment with the Employer, shall be paid in accordance with the pay calculation and overtime rules set forth in this agreement while in court, rounded up to the next full hour with a four (4) hour minimum.

Each employee who is on his/her regular day off who is required by the court, under subpoena, to be on-call to testify on any subject connected with employment with TBI, but who is not in fact called as a witness, shall receive four hours pay in accordance with the pay calculation and overtime rules set forth in this agreement. It shall be the responsibility of the employee to inquire of the court each day if an "on-call" subpoena is trailing and if the employee will continue to be "on call" for the following day.

If an employee receives pay for witness duty, the employee must forward a copy of those checks to the Human Resources Department. The amount paid to the employee by the court will be deducted from the pay received from Employer for the period of witness duty. Under no circumstance will an employee receive more than 100% of his/her regular shift rate as a result of the combination of witness duty payments and the Employer's payment if on a regularly scheduled shift but if in an off-duty status will be paid in accordance with the pay calculation and overtime rules set forth in this Agreement.

7.15 Bereavement Leave

Employees are provided up to four full shifts paid time off in the event of death in the immediate family. For the purposes of this policy "immediate family member" is defined as: employee's child, spouse, domestic partner, sibling, parent, grandparent, grandchild, stepparent, stepchild and current mother/father-in-law, son/daughter-in-law and brother/sister-in-law. Bereavement leave may be extended, paid or unpaid, for other family members at the sole discretion and approval of the Employer.

7.16 Paid Leave

All paid leave time shall be payable at the Blended Rate.

7.17 Funeral Cost

If an employee is killed in the line of duty, the Employer will pay funeral costs in an amount not to exceed \$10,000.

ARTICLE 8 – UNIFORMS AND EQUIPMENT

Employees shall be provided with the following as uniforms and equipment: three pairs of pants; three uniform shirts and three uniform t-shirts; standard firefighter footwear for Class A and B (up to \$250.00 for Class B); Class A uniforms; belts; badge; hats (baseball style and rim hat); flat badge for wallets; and any other item needed for the job. The three uniform T- shirts shall be replaced biannually.

The Employer will replace any worn out items turned in by Employees or any items that have been damaged or lost during the course of employment. Any change of uniforms that would require replacement shall be supplied by the Employer.

The Employer shall provide for uniforms to be cleaned. Employees are responsible to ensure that they have clean uniforms to wear. In the event that an employee does not have a clean uniform to wear, through his/her own fault, the employee may be subject to disciplinary action.

The Employer shall provide Employees with any necessary equipment to perform their duties and shall provide Employees with lockers that are adequate to contain uniforms and all equipment.

An employee will be disciplined for any equipment that is lost or damaged due to the employee's gross negligence or intentional acts.

Upon termination of employment, Employees must return all issued uniforms and equipment received in the course of employment or be charged for the value of such equipment.

ARTICLE 9 – CATASTROPHIC ILLNESS PROGRAM

The purpose of the Catastrophic Illness Program is to address the need of an individual who has been incapacitated and who is facing extreme hardship as a result of the exhaustion of personal time off (PTO). The program may be implemented when a catastrophic illness or injury is expected to incapacitate an employee or his/her spouse or child for at least 30 days. Fellow employees may voluntarily donate any accrued PTO hours to that employee under the following specific requirements and limitations:

- A. The employee, or the Employee's spouse or child, must be suffering from a catastrophic illness or injury.
- B. The employee must request donations of accrued PTO (Personal Time Off) under the Catastrophic Illness Program.
- C. "Catastrophic illness" means an illness (a) that is expected to incapacitate the employee for at least 30 days; or (b) that incapacitates a spouse or child of the employee, and requires the employee to take time off from work for at least 30 days to care for that family member. In addition, taking extended time off work must create a financial hardship for the employee. The employee must have exhausted all of his/her PTO.
- D. Upon requesting donations under this program, the employee shall provide verification of

the catastrophic illness. Verification shall be made by means of a letter, dated and signed by the attending physician, indicating the incapacitating nature and probable duration of the illness.

E. The Fire Chief or his/her designee shall determine:

- a. That the employee is unable to work due to the employee's or employee's spouse's or child's catastrophic illness and
- b. That the employee has exhausted all accrued paid leave.

F. When the above verification and determinations are made, the Fire Chief or his/her designee may approve the transfer of donated accrued PTO.

G. An employee who receives donated PTO pursuant to this program shall use any PTO that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program.

H. Management or its designee shall inform employees of the means by which donations may be made in response to the employee's request.

I. To ensure that employees retain sufficient accrued PTO to meet needs that normally arise, donors shall not reduce their personal days to less than seven days or their vacation days to less than ten days. Each donating employee is individually responsible for his/her awareness and understanding of the consequences to retirement.

J. Recipient employees may use donated leave credits for a maximum of six consecutive months.

K. Employees who have submitted a letter of resignation may, upon separation, donate any remaining PTO to any other employee who is seeking donations under this program.

L. Any dispute regarding the allocation or non-allocation of catastrophic leave credits shall be presented in writing to the Executive Director, whose decision will be final. Such allocations will not be unreasonably withheld. Disputes under this section will not be subject to the grievance procedure.

M. Any donated leave that is not used by the recipient will revert back to the donor employee.

ARTICLE 10 - LEAVES OF ABSENCE

Employer shall follow the qualifications for a leave of absence consistent with its P policies and state and federal leave regulations.

ARTICLE 11 - TRADES

It is the Employer's position to allow Fire Department personnel assigned to line functions the flexibility to trade shifts and or/time.

Individuals involved in the trade or exchange have the ultimate responsibility to assure all trades

and/or exchanges are submitted to and approved by a Captain prior to being initiated. All trade requests will be submitted on the Department's "Miscellaneous Request Form". Any changes to trades/ exchanges after approval must be resubmitted and re-approved.

Trades/Exchanges must be submitted at least three working days prior to the requested trade date. All trades/exchanges will be completed within a six month period.

Trades/Exchanges with less than three days' notice shall be in the sole discretion of the Captains on a case by case basis.

Failure of personnel to adhere to this procedure will result in disciplinary actions that may include, but is not limited to, loss of the privilege to participate in trades/exchanges.

TBI reserves the right to cancel and/or change previously approved trades/exchanges due to operational requirements.

It is the sole responsibility of the person initiating the trade to ensure that all request forms are processed correctly and that all required signatures for approval have been obtained.

ARTICLE 12 - EARLY RELIEF

In the event an employee requires an early relief from his/her shift for any purpose, that employee will first receive approval from the assigned Shift Captain. Early reliefs made without prior approval will not be honored.

Employees performing the early relief will assure that they have been briefed as to their assignment and the status of their vehicle, and that their personal protective equipment has been placed on or near the vehicle.

Failure to comply with this procedure will result in disciplinary actions and/or possible loss of the privilege.

The Shift Captain will be responsible for the proper administration of early relief.

ARTICLE 13 - TRAINING

The Employer shall provide at least 60 calendar days advance notice of training which would require off-duty firefighters to report for duty, unless special circumstances (e.g. availability of certain aircraft) do not permit the full 60 days of notice. All training that is scheduled for off duty hours shall be compensable at two times the Employee's Base Hourly Rate of pay. In cases where 60 days' notice is not possible, notice must be given as soon as practical. Mandatory training shall be defined as all training determined by management to be required for continued employment.

ARTICLE 14 - UNION REPRESENTATION

1. The Employer recognizes the right of the Union to designate one steward for each shift. The Union shall advise the Employer in writing of the name(s) of the steward(s), Chief Steward, Executive Board, and any changes of stewards or Board members. The steward(s) shall have no authority to take strike action or any other action interrupting the Employer's business in

violation of law or this Agreement. The steward(s) shall be an employee of the Employer and subject to all the terms of this Agreement the same as any other employee.

2. Should it become necessary to change the work schedule of a Union Steward or designated Union Officer to another shift, the Employer agrees to provide the Union with specific details as to the business necessity for making the change. At least 15 calendar days' advance notice must be given to such employee before he/she is permanently transferred to another shift. A permanent transfer will consist of such employee being assigned to a shift other than his/her own for more than 30 days, or a total of 45 days out of a period of one year.
3. The steward(s) / Union Officer(s) should conduct Union business off the job as much as is reasonably possible. Only one steward/Union Officer will have the right to investigate grievances during working hours. Under no circumstances shall the investigation and processing of grievances or the conducting of other Union business interfere with the Employer's necessary operations during the work period. Any investigations will be conducted after the work period if reasonably possible. The steward may not leave his/her work station without the prior approval of his/her supervisor, and permission will not be unreasonably withheld.
4. The Employer agrees to grant the necessary time off, without pay, to any employee designated by the Union to attend a Union Convention or serve in any capacity on other official Union business provided the Employer is given at least seven days' notice of the scheduled absences. The notice shall specify the requested time off. Time off will not exceed thirty 30 days per calendar year; any changes in the above time limit restrictions shall be by mutual agreement. The Union agrees that in making its request for time off for employees that it shall give notice sufficient to ensure that there is no disruption of the Employer's operation due to lack of available employees. A leave of absence approved under this section shall not adversely affect an employee's eligibility for PTO or health insurance.
5. An employee elected to hold Union office in other than the local office shall be granted an unpaid leave of absence for the term of the office. Seniority shall accrue while on an approved leave, but the employee shall not accrue benefits.
6. A bulletin board, accessible only to the Union for posting Union notices, shall be provided by the Employer. The board space provided shall be equal to and like that of the Employer bulletin board.
7. All employees covered by this Agreement shall immediately following ninety (90) days of employment, or immediately following ninety (90) days after the signing of this Agreement, whichever is later, become responsible for paying the initiation fee and monthly dues required by the Union.

Employees will have the Employer deduct the amount of monthly Union membership dues from their pay for transmittal to the Union by executing an authorization card to be furnished by the Union in the form prescribed. Such authorization shall automatically cancel any prior deduction authorization executed by such employee. The amounts of monthly Union dues will be certified to the Employer in writing whenever a change in the amount of monthly union dues is enacted by the Secretary or Treasurer of the local Union. A certification from the Secretary or Treasurer, which changes the amount of said dues, shall become effective no later than the first day of the month following a period of 30 days from the date the Employer received such certification.

One deduction in respect to the current month's dues will be made from the wages paid in the first pay period of each month for the full amount of such dues, provided the authorization is received by the Employer at least one week in advance of the scheduled deduction period and provided there is sufficient pay available to cover the same for the full amount authorized after all other deductions required by law or authorized by the employee have been made. Deductions will not be made in respect to any prior month's dues except when the Employer, through error or oversight, failed to make the deduction in any such month.

Within ten business days following the pay period in which the deduction has been made, the Employer will remit the monthly dues to the Union bank account on record via ACH payment or check by mail to P.O. Box 1108, Sun Valley, CA 91353. The Union agrees to pay for any and all fees incurred by the Employer in remitting the dues via ACH payment. The Employer shall provide a monthly list of the names of the employees who are having union dues deducted from their paychecks along with the amounts and dates.

An authorization for the deduction of dues that is executed in the form prescribed on or after the effective date of this Agreement may be revoked by the employee by a written notice from the Union to the Employer. Such revocations shall be effective with respect to the deduction that would otherwise have been made immediately after such revocation. A newly executed authorization signed by the employee shall be required if he/she desires to replace an authorization that has been terminated or dues have changed.

ARTICLE 15 - PROBATIONARY PERIOD

1. All employees hired shall serve a probationary period. The probationary period shall be 12 months. The probationary period may be extended at the Employer's discretion to cover periods of extended absences.
2. Extension of Probation: The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of an employee to a new position, and for rejecting any probationary employee whose performance does not meet the required standards of work. The Employer may extend an employee's normal probationary period with two month increments up to a maximum period of six months.
3. Termination of Probationary Employment: Probationary employees do not have property or vested rights in their positions with the Employer. A probationary employee may be discharged or rejected at any time by the Employer with or without cause and without right of appeal. Notification in writing of discharge or rejection shall be served on the probationary employee and a copy provided to the Union.
4. The Grievance Process: Grievances may apply to a probationary employee if the issue in question has application to other Employees, or establishes precedent. Nothing herein shall be construed to alter the status of probationary employees.
5. During an employee's probationary period, the Employer may discipline or discharge the employee and said discipline or discharge shall not be subject to recourse under the grievance and arbitration procedure.

ARTICLE 16 – LAYOFF, DISPLACEMENT AND RECALL

16.1 Order of Layoff

When one or more employees are to be laid off for lack of work, purposes of economy, curtailment of positions, or other reason, the order of layoff shall be as follows:

- A. Probationary employees, in an order to be determined by date of hire (last hired will be the first laid off).
- B. Employees who have successfully completed probation, in inverse order of seniority determined by date of hire or adjusted date of hire due to one or more leaves of absence.

16.2 Layoff Reinstatement Eligible List

The names of such persons laid off in accordance with the provisions of this Article 16 shall be placed upon a Reinstatement Eligible List in inverse order of seniority. When a vacancy exists in a position, the most senior person on the list who held the position prior to layoff will be offered reinstatement, except that a laid off employee who held the position of Captain and who is at the top of the list may be offered reinstatement to a Firefighter position. In the event the person refuses the offer of reinstatement, such person's name shall be removed from the Reinstatement Eligible List, unless such person has reinstatement rights under the provisions of this Article 16 to a Captain position and he/she was offered, and refused, a position as a Firefighter.

In the event a person on layoff cannot be contacted by the Employer through usual and customary channels within ten days of a vacancy arising, such person's name shall be removed from the Reinstatement Eligible List; provided, however, that such person within the three year period specified herein may request in writing that his/her name be reinserted on the Reinstatement Eligible List and, upon such written request, such person's name will be returned to the Reinstatement Eligible List.

In no event shall the names of any person laid off pursuant to the provisions of this Article 16 remain on a Reinstatement Eligible List for a period longer than three years from the effective date of such person's most recent layoff.

Upon reinstatement to any classification to which the employee is entitled pursuant to the provisions of this Article 16, all benefits acquired by the employee prior to the layoff shall also be reinstated. An employee shall not receive credit for time spent on layoff in computing time for any benefit entitlement.

16.3 Benefit Considerations

For layoffs under thirty (30) days, all benefits will be retained.

For layoffs of 30 days up to three years, there is no accrual of seniority, PTO or other benefits for the period of the layoff.

Recall privileges cease at three years.

Any employee recalled following a layoff shall be entitled to receive at least the same level of benefits that he/she was receiving at the time the layoff occurred; provided, however, any reduction or increase in benefits for all employees in the recalled employee's represented group during the layoff period shall apply to the recalled employee.

ARTICLE 17 - NO STRIKE OR LOCKOUT

The Employer agrees that there will be no lockout during the term of this Agreement. The Union agrees that there will not be any complete or partial strikes, sympathy strikes, picketing, refusals to cross picket lines, slowdowns, work stoppages, secondary boycotts or other cessation of work, economic or otherwise, during the term of this Agreement. Participation by any employee in any of the foregoing activities whether or not sanctioned by the Union shall be cause for discipline, up to and including immediate discharge.

ARTICLE 18 – DISCIPLINE

Obedience to Rules and Orders

All Employees shall conform to and promptly obey all rules and orders for the government of the Employer and the Fire Department. Infraction of the rules and orders of the Department may cause the offending employee to be subject to verbal or written reprimand, suspension, reduction in pay, demotion, termination or any combination thereof as deemed appropriate by the Employer in its sole discretion.

Payment of Just Debts

All Employees must promptly pay all liabilities contracted during the term of their service. Repeated complaints (of failure or refusal to do so) that bring discredit to the Employer or the department will subject the employee to disciplinary action, up to and including termination of employment.

Insubordination

Employees refusing to obey a legal order of his/her superior shall be reported in writing to the Fire Chief through appropriate channels. Failure on the part of any superior to report such refusal will constitute a violation of this rule.

Suspension, Demotion, or Termination

Suspension, demotion or termination of an employee may be imposed for just cause. One or more of the following reasons, without limitation, may constitute just cause:

- A. Violation of any official regulation or order or failure to obey any proper direction made and given by a superior, or failure to comply with any condition of employment or to maintain any necessary qualification in the course of employment.
- B. Neglect of duty.
- C. Unjustified failure or refusal to properly perform the duties assigned.
- D. Gross carelessness in the discharge of assigned duties.
- E. Conduct of a disgraceful or scandalous nature.
- F. Malfeasance in office or employment.
- G. Conviction or failure of bail for any misdemeanor involving moral turpitude, or any felony.

- H. Having one's privilege to operate a motor vehicle on a public highway/street in the State of California suspended or revoked by the Department of Motor Vehicles where a driver's license is required for the performance of your job.
- I. One or more day's unauthorized absence.
- J. Repeated tardiness.
- K. Inability to establish and maintain proper working relationships with fellow employees.
- L. Reporting for duty, or being on duty, under the influence of alcohol, drugs, or any combination thereof; or rendering oneself unfit to perform fully one's duties for reasons attributable to, or produced by, indulgence in alcohol, drugs or any combination thereof.
- M. Absence from the job during work hours without permission.
- N. Unauthorized use of Fire Department tools, equipment or property or any other tools, equipment or property owned by the Employer or the Authority.
- O. Abuse or gross negligence in the care or operation of the Fire Department tools, equipment or property or any other tools, equipment or property owned by the Employer or the Authority.
- P. Conduct unbecoming of an Airport employee.
- Q. Receiving gratuities or any personal favor in exchange for the performance or for the non-performance of an assigned duty.
- R. Discussion of confidential Airport/Employer business or information with unauthorized persons.
- S. Violation of uniform rules and standards.
- T. Use of abusive or publicly profane language.
- U. Unauthorized possession or carrying of weapons, firearms or explosives while on duty or in work areas.
- V. Threatening violence or physically assaulting a visitor, member of the public, supervisor or fellow employee.
- W. Theft or misappropriation of property that belongs to the Airport/Employer, its visitors, fellow employees or other individuals associated with the Airport/Employer.
- X. Forging, altering, intentional misstatement or intentional material omission on any document, authorization, or record that is to be used by the Airport/Employer (including, but not limited to employment application forms or time cards).
- Y. Failure to report an accident/incident involving Airport/Employer property within four hours of the accident/incident.
- Z. Threatening, intimidating or coercing fellow workers, customers, visitors or other people affiliated with the Airport/Employer.
- AA. Smoking in prohibited areas.
- BB. Sleeping on the job (not including scheduled or otherwise approved downtime).
- CC. Dishonesty.
- DD. Sexual or other unlawful or unwelcome harassment.
- EE. Violation of safety or health rules.
- FF. Violation of Airport security rules or other Airport regulations.
- GG. Violation of personnel policies.
- HH. Unsatisfactory performance or conduct.

While it is impossible to list every type of behavior that may be deemed a serious offense, the Employee Conduct section above includes examples of problems that are subject to disciplinary action, up to and including termination of employment.

However, the problems listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct that will trigger discipline.

The Employer views disciplinary action as being primarily for progressive, corrective purposes. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

A copy of all discipline imposed will be sent to the Union President.

ARTICLE 19 - ADMINISTRATION OF DISCIPLINE

Upon the conclusion of an investigation, the Fire Chief will determine the appropriate level of discipline.

The following constitutes the levels of progressive discipline and can be used in any combination and sequence, depending upon the severity of the conduct, as determined by the Employer in its sole discretion:

- Verbal reprimand
- Written reprimand
- Reduction in pay
- Suspension
- Demotion
- Termination

Pre-Disciplinary Hearing

Prior to the imposition of discipline, other than a verbal reprimand, the employee shall be served with written notice of the proposed discipline. The notice shall include the level of proposed discipline, the charges and the reasons for the severity of the proposed action.

The employee shall be given at least ten (10) calendar days in which to request in writing a pre-disciplinary hearing or submit a written appeal of the proposed discipline. If the employee does not request a hearing or submit an appeal within this timeframe, the discipline will be imposed as proposed. Upon the Employer's receipt of the appeal or request for a hearing, the employee shall have the right to review all materials which make up the basis of the proposed discipline. The Fire Chief or his/her designee shall schedule a hearing within ten (10) calendar days of receipt of the request for a hearing or render a decision based on a review of the written appeal within this time frame. The employee shall have the right to Union representation during the hearing. This hearing shall be informal in nature, with the Fire Chief or designee rendering his/her decision within ten (10) calendar days of the hearing. The decision shall be in writing, stating the findings and the imposition, reduction or termination of the disciplinary action.

A disciplinary situation may exist where the continuation on the job by the subject employee has an immediate adverse effect on safe and/or efficient operations, or may interfere with the investigation. Under such circumstances an employee may be placed on paid administrative leave without first holding a pre-disciplinary hearing.

Appeal of Disciplinary Action

For discipline that is greater in severity than a verbal reprimand, employees shall have the right to appeal from the issuance of discipline. The first level of appeal shall be to the Executive

Director of the Airport. The Executive Director of the Airport must receive the appeal in writing within ten calendar days of the date on which the employee received notice of discipline from the Fire Chief. At the request of the employee, the Executive Director of the Airport or designee shall hear the appeal in person. Appeals not made in writing within this time frame shall be deemed waived and the discipline shall take effect.

If the employee is not satisfied with the decision of the Executive Director of the Airport, the employee will have the right to the next level of appeal, using the Grievance and Arbitration Procedure of this Agreement.

ARTICLE 20 - GRIEVANCE AND ARBITRATION PROCEDURE

Definition

A grievance is defined as a written statement alleging a violation of a specific provision of this Agreement, setting forth the grounds on which the allegation is based. Grievances must be initiated within 30 business days of the event that caused the grievance or the date the grievant knew or should have known of the event that caused the grievance.

Exclusive Remedy

During the term of this Agreement, all disputes between the parties regarding the interpretation and application of this Agreement shall be resolved under the grievance and arbitration procedures set forth in this procedure.

Procedure

Any employee who believes there has been a violation of this shall first discuss the matter with his or her Immediate Supervisor. If a mutually agreeable resolution has not been reached within 10 business days of the employee bringing the matter to the attention of the supervisor, the employee and/or the Union may submit a written grievance to the Fire Chief which must be in conformity with the 30 business day requirement stated above. (The grievance and arbitration procedure is also available to the Employer if the Employer believes the Union has violated this Agreement.)

If the employee and/or Union, together with the Fire Chief cannot reach a mutually agreeable resolution of the matter within 10 business days of receipt of the written grievance by the Fire Chief, the Union may request a meeting with the employer's Human Resources representative, such meeting to be requested within ten calendar days following receipt of the written response by the Fire Chief. A representative from the Local Union or International Union may participate in such meeting or telephone conference. The Employer shall give a written answer to the Union within ten calendar days of the meeting.

If the employee and/or Union, together with the Human Resources, cannot reach a mutually agreeable resolution of the matter within ten (business days of the Human Resources meeting, the matter may be submitted to arbitration at the option of the Union.

The Union will provide written notice to the Employer of its intention to submit the grievance to arbitration within 20 business days of the receipt of the written answer from Human Resources, and the aggrieved party shall simultaneously submit a written request to the American Arbitration Association or the Federal Mediation and Conciliation Service to

provide a list of seven potential arbitrators to the Employer and the Union. Within seven business days of receiving the list of arbitrator names, the Employer and the Union shall alternately strike names from the list until one name remains, and the name remaining will be the arbitrator designated to hear the dispute.

The party submitting the grievance to arbitration shall make the first strike. If the grievance is not submitted to arbitration as provided in this paragraph, the grievance shall be deemed resolved.

Arbitration proceedings shall be implemented in a manner prescribed by the arbitrator. The arbitrator shall hold a hearing at a time and place convenient to the Employer, the Union and the arbitrator. The arbitrator shall take such evidence as in his or her judgment is appropriate for the disposition of the dispute. Witnesses may be called by the Employer and the Union and oral and written statements of position may be made by the parties.

The arbitrator shall render a written decision as soon as possible to both the Employer and the Union, but such decision must be issued by the arbitrator no more than sixty (60) calendar days from the close of the hearing. The arbitrator's decision shall be final and binding upon both parties. In making his or her decision, the arbitrator shall neither add to, detract from, nor modify the language of this Agreement. The arbitrator shall expressly confine himself or herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue not so submitted to him or her, or to submit observations or declarations of opinion that are not directly essential in reaching the determination.

The fees and expenses charged by the arbitrator shall be borne by the Employer and Union equally. Either the Employer or the Union may request a transcript of the arbitration proceeding. The cost of a transcript shall be borne entirely by the party ordering it, but if both the Employer and the Union desire a transcript, the cost shall be equally shared.

Any and all attorneys' fees that may result from proceedings held under this Article 20 shall be borne exclusively by the party retaining the attorney. Either the Employer or the Union may obtain the services of an attorney or other representative of its choice at any stage of the proceedings under this Article 20.

ARTICLE 21 - MANAGEMENT RIGHTS

Except as specifically limited by provision in this agreement, the Employer retains all rights and authority to direct, manage and control its business and operations. Such rights and authority retained by the Employer include, but are not limited to, the right to direct the work of its employees; to determine the times and hours of operations; to determine the kinds and levels of service to be provided and the means of providing them; to discontinue work or services; to select the equipment used by employees; to determine staffing patterns; to determine the classifications and number of personnel required; to specify and assign work requirements, work schedules and overtime; to schedule and change working hours, shifts and days off, to establish and change work rules and safety rules and penalties for violation thereof, to create, change, combine and abolish jobs, departments or facilities in whole or in part subject to applicable licensing requirements; to modify job descriptions; to build, move, modify or relocate facilities and work performed therein; to establish budget procedures and determine budgetary allocations, to subcontract work provided the Union is given reasonable notice and an opportunity to discuss the effects of such action on bargaining unit employees; to assign work and decide which employees are qualified to perform work; to hire, classify, assign, transfer, evaluate, demote, promote, layoff,

and recall employees; to discipline, suspend and terminate employees for cause; to maintain the discipline and efficiency of employees; and to take action on any matter in the event of an emergency. This Article 21 governs unless abridged by another portion of this Agreement.

ARTICLE 22 – FULL UNDERSTANDING, MODIFICATION AND WAIVER

This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein. No amendment or change to the provisions of this Agreement shall be valid or binding unless reduced to writing and signed by duly authorized representatives of the parties. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions of this Agreement by either party does not constitute a precedent for other action under the same provisions, nor does it constitute a waiver of any other provisions of this agreement.

Although nothing in this Agreement shall preclude the parties from mutually agreeing to meet and confer or negotiate on any subject within the scope of representation during the term of this Agreement, it is understood and agreed that neither party may require the other party to meet and confer or negotiate on any subject matter covered herein during the term of this Agreement.

ARTICLE 23 - SEVERABILITY


In the event that any article or subsection of this Agreement shall be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions hereof and all other provisions of this Agreement not affected shall continue in full force and effect.

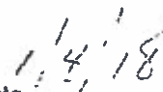
ARTICLE 24 – PERIOD OF AGREEMENT

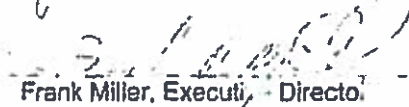
This Agreement shall become effective October 11th, 2017 and remain in effect through June 30, 2020. Notwithstanding the foregoing, in the event the Employer's contract with the Authority to operate the Airport ("Authority Contract") terminates for any reason, this Agreement shall terminate on the effective termination date of the Authority Contract.


[SIGNATURES ON THE FOLLOWING PAGE]

TBI Airport Management Inc.


John Green, Vice President

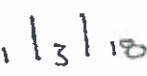

Date, 1/4/18


Frank Miller, Executive Director


Date 01/03/18

Burbank Airport Professional Firefighters, IAFF Local 1-61


Dan Kutsch, Union President


Date 1/3/18

UNION DUES AUTHORIZATION FORM

It is agreed that a written assignment of the following form will be acceptable for the purpose of this Agreement:

I, _____, an employee of TBI Airport Management, Inc. ("TBI"), at Burbank Airport, do hereby individually and voluntarily certify that I authorize, by this writing, TBI to deduct from my wages and turn over to the Treasurer of IAFF, Local 1-61 (Union) monthly dues certified by the Union to TBI now or hereafter to be due from or payable from me to said Union.

This authorization shall continue in force until a new authorization form is submitted or until the anniversary date of the Agreement, whichever is sooner, unless my written revocation hereby is delivered to TBI and the Union not more than 30 days prior to the anniversary date hereof or the termination date of any applicable Collective Bargaining Agreement.

Signature

Address

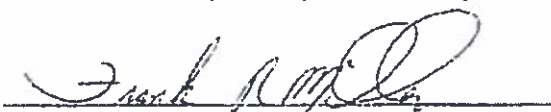
Dues Per Month

Date

The Union agrees to indemnify, defend and save TBI harmless from any action or actions commenced by any employee or anyone acting on the employee's behalf against TBI for any claim arising out of such deductions and the Union assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Union as provided in this form. Unavoidable errors made by TBI in the deduction and/or remittance of monies under this Agreement shall not be considered by the Union as a violation of this Agreement.

Memorandum of Understanding Between TBI and IAFF Local I-61

1. TBI will post and fill the two open firefighter positions as soon as possible. Positions will be posted this week and hiring will proceed with as much speed as possible.
2. TBI will staff all three (3) shifts with five firefighters and one captain for the duration of the collective bargaining agreement which runs through 6/30/2020.
3. This Memorandum of Understanding supersedes the phrase in Article 6.1 that states: "unless required by the Authority to change such levels".



Signed for TBI by Frank R. Miller on 10/10/2017

 1/3/18

DAN KUTSCH, UNION PRESIDENT
IAFF LOCAL I-61

PROFESSIONAL SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority/DH Green Energy, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated _____ for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and DH Green Energy, Inc. ("Consultant"), a California corporation.

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Consultant as an independent contractor to provide the following professional services: electrical engineering design and construction support services for the terminal high voltage feeder.

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

NOW, THEREFORE, the parties agree as follows:

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

A. "Commencement Date": _____.

B. "Contract Administrator": Anthony DeFrenza or a duly authorized designee.

C. "Contract Amount": \$75,830.00.

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

E. "Expiration Date": June 30, 2020.

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

G. "Fee Schedule": the fee schedule set forth in the attached Exhibit B.

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

I. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit C.

J. "Services": the tasks set forth in the attached Exhibit A.

2. Services.

A. Consultant shall perform the Services in a timely, regular basis in accordance with the Authority's rules for the Airport, the Federal Requirements, and applicable laws. Time is of the essence in the performance of this Agreement.

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

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

3. Term.

A. This Agreement shall commence on the Commencement Date and shall expire on the Expiration Date unless earlier terminated.

B. If Consultant breaches this Agreement and fails to cure such breach within seven days of written notice from the Contract Administrator, then the Authority may immediately terminate this Agreement for cause. Either party may terminate this Agreement for convenience upon 15 days prior written notice to the other party.

4. Compensation.

A. The Authority shall compensate Consultant for performance of the Services, and Consultant agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Consultant under this Agreement exceed the Contract Amount.

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

5. Independent Contractor Status. Consultant is, and shall at all times remain as to the Authority, an independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Authority or to act otherwise on behalf of the Authority as

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

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

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

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

9. Indemnification.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, its elected officials, officers, employees, agents, servants, designated volunteers, and those City agents serving as independent contractors in the role of City officials (collectively, "Indemnitees"), from and against any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of reasonable attorneys' fees and costs of defense (collectively "Claims"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, employees, subcontractors or agents (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional" as the term is defined under Civil Code Section 2782.8(c)(2).

B. Other Indemnities. Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall defend, hold harmless and indemnify the Indemnitees from and against any and all claims, demands, damages, liabilities, losses, costs or expenses, including reasonable attorneys' fees and costs of defense (collectively, "Damages"), in law or equity, which arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, employees, subcontractors, or agents (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the payment of all consequential damages, except for such loss or damage arising from the sole negligence or willful misconduct of City, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel reasonably acceptable to City, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith or in enforcing the

indemnity herein provided. Consultant's duty to defend pursuant to this section shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

C. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees.

D. All duties of Consultant under this section shall survive termination or expiration of this Agreement.

10. Insurance. Without limiting Consultant's defense, hold harmless, and indemnification obligations under this Agreement, Consultant shall maintain policies of insurance as specified in the Insurance Requirements.

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

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

Authority
Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Anthony DeFrenza, PE
E-mail: ADefrenza@bur.org

Consultant
DH Green Energy, Inc.
1633 E. 4th Street, Suite 256
Santa Ana, CA 92701
Attn: Darr Hashempour, PhD, PE
E-mail: Darr@DHGreenEnergy.com

13. Assignability. Consultant shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the Executive Director's prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Consultant from utilizing subcontractors identified in Consultant's proposal for the Services. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

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

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

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


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

[SIGNATURES ON FOLLOWING PAGE]

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

DH Green Energy, Inc.


☐ Chairperson ☒ President ☐ Vice President


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

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

Burbank-Glendale-Pasadena Airport Authority

Zareh Sinanyan, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Scope of Services

(attached)

SCOPE OF SERVICES

ELECTRICAL DESIGN AND CONSTRUCTION SUPPORT SERVICES TERMINAL HIGH VOLTAGE FEEDER HOLLYWOOD BURBANK AIRPORT RFP No. E18-14

The objective of this project is to provide a replacement high voltage feeder serving portions of the Airport's terminal complex. To accomplish this objective, the Authority requires electrical engineering consulting/design services for the replacement of the existing medium voltage (MV) underground Feeders, from the existing MV Distribution Switchboard "DIST-2" at the BUR Substation location to the pad-mount transformer "PT-TSB" at the equipment yard on the north side of Building 9 at the Airport. The Consultant shall provide the electrical demand load monitoring of the existing power distribution systems. As an alternate, the Consultant shall design the replacement switchgear M6.

The work generally consists of two separate and distinct areas of:

- 1) Design Services, and
- 2) Construction Support Services.

TASKS AND DELIVERABLES

Task 1 – Plans and Specifications

The Consultant shall prepare detailed Plans and Specifications for the replacement of the high voltage feeder serving portions of the Airport's terminal complex. The Consultant shall attend a project planning meeting which will include a visit to the site. The Plans and Specifications shall be provided to the Authority for review at the 30%/60%/90% level of completion. The Authority may respond with comments, which shall be incorporated into the Plans and Specifications, or addressed by the Consultant. The Consultant will subsequently submit a final set (100% complete) of the Plans and Specifications for review. The 100% Plans and Specifications must be signed by a California-registered professional engineer. All drawings shall be prepared in the latest version of AutoCAD and shall comply with applicable standards and codes.

Deliverables: 30%/60%/90% and 100% Plans in the latest version of AutoCAD and electronic copies in (two sizes: 11-inch by 17-inch and 22-inch by 34-inch) .pdf format. 90% and 100% Specifications in Microsoft Word and .pdf formats. Design calculations shall be in .pdf format.

Task 2 – Submission and Coordination of Plan Check with the City of Burbank

The Consultant shall coordinate with City of Burbank personnel to field plan check the constructability of the project as designed. Associated fees will be paid by the Consultant and

reimbursed by the Authority.

Deliverable: All required City of Burbank approvals to construct the project as indicated in the Authority-approved 100% Plans and Specifications submitted by the Consultant.

Task 3 – Bid Phase Assistance

The Consultant shall act as technical Subject Matter Expert. This task includes, but is not limited to, participation in a pre-bid conference coordinated by the Authority at the site with prospective bidders to view the site, assistance in the preparation of any required addenda during the bid phase, assistance in the technical responses required from prospective bidders' questions in the form of Requests for Clarification (RFC). Assume one site visit during the pre-bid conference.

Deliverable: Email correspondence to coordinate responses to RFCs.

Task 4 – Pre-Construction Support

The Consultant shall provide pre-construction support. This task includes attendance at the pre-construction meeting/project kick-off on site to review the Plans and Specifications with the selected contractor. Assume one site visit for pre-construction meeting.

Task 5 – RFI and Submittal Review

The Consultant shall provide Subject Matter Expertise in the review of requests for information (RFIs), submittals, substitutions and/or approved-equal requests.

Deliverable: Email correspondence and coordination as needed.

Task 6 - Quality Control Inspections

The Consultant shall provide quality control inspections. Inspection can be bi-weekly or more frequently, at the request of the Authority's Designated Representative ("ADR") depending on nature of the work.

Deliverable: Reports on feeder installation and progress, bi-weekly or more frequently if specified by the ADR.

Task 7 - Final Inspection/Punch List

The Consultant shall prepare and supervise the final job walk and punch list upon the contractor's notification that project construction is complete. This task includes monitoring progress of completion of punch list items, if needed, within schedule provided. Once confirmation of completion of the punch list is received and accepted by the ADR, the Consultant shall issue a Letter of Completion and Acceptance.

EXHIBIT B
Fee Schedule

(attached)

EXHIBIT -A

STANDARD BILLING RATE SCHEDULE (November 1, 2018 - December 31, 2019)

<u>Title Category</u>	<u>Hourly Rate (\$)</u>
Principal/Program Manager	185.00
Project Manager-II	160.00
Project Manager-I	148.00
Engineer-III	140.00
Engineer-II	125.00
Engineer-I/Designer	97.00
Administrative Assistant	78.00

EXHIBIT -B

FEE SCHEDULE

Task 1	Field verification of existing underground MV feeder condition, including subsurface utility locations	\$5,840.00
Task 1	Plans and Specifications (30%/60%/90% and 100%) and engineers estimate of construction cost at 60%, 90% and 100% deliverables	\$41,470.00
Task 1	Construction phasing plan and procedures using generators as necessary to maintain power to facility as required	\$6,880.00
Task 2	Submission and Coordination of Plan Check with the City of Burbank	\$4,250.00
Task 3	Bidding Phase Assistance	\$4,660.00
Task 4-7	Construction Administration Services	\$12,730.00
	TOTAL	\$75,830.00

NOTES:

1. The above estimated Cost of \$75,830.00 is **FIXED FEE**.
2. ~~DH Green Energy will provide the above services based on Time and Material, Not-to-Exceed \$80,000.00, if requested.~~
3. All Reprographics, Plan Check/Permit Fees will be at cost with **NO Mark-ups**.
4. Any changes to the Scope of Work or additional services will be provided based on pre-negotiated Time and Material with Not-to-Exceed Amount, if any.
5. Mileage fees are included in the above fixed fees

EXHIBIT C
Insurance Requirements

1. Consultant shall obtain, provide, and maintain policies of insurance as specified below.
 - A. General Liability Insurance. Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.
 - B. Automobile Liability Insurance. Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the Services, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
 - C. Professional Liability (Errors and Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Commencement Date and Consultant shall maintain continuous coverage through a period of no less than three years after expiration or termination of this Agreement.
 - D. Workers' Compensation/Employer's Liability Insurance. Consultant shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance with limits of at least \$1,000,000.
2. The insurance policy or policies shall contain, or shall be endorsed to contain, the following provisions:
 - A. General liability policies shall provide or be endorsed to provide: (i) that the Indemnitees shall be additional insureds; and (ii) a waiver of subrogation in favor of additional insureds. This provision shall also apply to any excess/umbrella liability policies.
 - B. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
 - C. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.
 - D. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of Consultant's insurance and shall not contribute with it.

E. The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of each Indemnatee before the Indemnatee's own insurance or self-insurance shall be called upon to protect it as a named insured.

F. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the Indemnitees.

G. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

H. The policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after 30 calendar days (10 calendar days in the event of non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to the Authority.

I. Insurance is to be placed with insurers authorized to conduct business in the State of California with a minimum current A.M. Best's rating of no less than A:X, unless waived by the Contract Administrator. An exception to this standard will be made for the State Compensation Insurance Fund when not specifically rated.

J. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. At the option of the Contract Administrator, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Indemnitees, or Consultant shall provide a financial guarantee satisfactory to the Contract Administrator guaranteeing payment of losses and related investigations, claim administration and defense expenses.

K. The workers' compensation insurer agrees to waive all rights of subrogation against the Authority for injuries to employees of Consultant resulting from work for the Authority or use of the Airport.

3. Requirements of specific coverage features or limits are not intended as a limitation on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for clarification purposes only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimum specified above, the Authority requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

4. Consultant shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts and, as to the workers' compensation insurance, with the required waiver of

subrogation. The certificates and endorsements must be received and approved by the Contract Administrator prior to commencement of work. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

5. Consultant shall ensure that its subcontractors provide the same minimum insurance coverage and endorsements required of Consultant. Consultant shall monitor and review all such coverage, and Consultant assumes all responsibility for ensuring that such coverage is provided. Upon request, Consultant shall submit all subcontractor agreements to the Authority for review.

6. In the event any policy of insurance does not comply with these requirements or is cancelled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary. Any premium paid by the Authority in such event shall be promptly reimbursed by Consultant or the Authority shall withhold from its payments to Consultant an amount sufficient to pay that premium.

7. The Authority reserves the right at any time to change the amounts and types of required insurance by giving Consultant 90 days' notice of such change. If such change results in substantial additional cost to Consultant, then the parties shall renegotiate Consultant's compensation.

EXHIBIT D
Non-AIP Project Federal Requirements

1. General Civil Rights Provisions

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

2. Civil Rights – Title VI Assurance

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

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

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

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

D. Information and Reports: Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Consultant will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the non-discrimination provisions of this contract, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

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

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

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

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

7. The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

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

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

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

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

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

3. Federal Fair Labor Standards Act

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

4. Occupational Safety and Health Act

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