



July 8, 2016

CALL AND NOTICE OF A SPECIAL MEETING OF THE
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
OF THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTICE is hereby given that a special meeting of the Legal, Government and Environmental Affairs Committee will be held Monday, July 11, 2016 at 10:30 a.m. (or immediately following the conclusion of the special Airport Authority meeting) in the Airport Skyroom of the Bob Hope Airport, 2627 Hollywood Way, Burbank, California, 91505.

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

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

SPECIAL MEETING
OF THE
LEGAL, GOVERNMENT AND
ENVIRONMENTAL AFFAIRS COMMITTEE

Burbank Room
Monday, July 11, 2016
10:30 A.M. or Immediately Following
the Conclusion of the
Special Airport Authority Meeting

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

As a result of the convening of this meeting of the Legal, Government and Environmental Affairs Committee, each Committee member is entitled to receive and shall be provided \$200.

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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.

A G E N D A

1. Approval of Agenda

2. Public Comment

3. Approval of Minutes

a. June 20, 2016

[See page 1]

4. Contracts and Leases

a. RITC Art Panels Project

- Staff Report Attached

[See page 4]

Staff seeks a Committee recommendation to the Commission that it concur with the proposed recommendations made by the Authority's art consultant Gail M. Goldman Associates, LLC, to satisfy the City of Burbank Art in Public Places requirement for the Regional Transportation Center at the Hollywood Burbank Airport.

The recommendations include specific physical materials and resources needed for the production and installation of six art panels on existing tube steel structures on the Hollywood Way side of the RITC, and the commission of one artist who will design the images that appear on each panel. The proposed budget for this project is \$315,000, which will be funded by the remaining RITC project construction funds.

b. IMG College, LLC, Marketing Agreement

- Staff Report Attached

[See page 6]

Staff seeks a Committee recommendation to the Commission that it approve a proposed one-year Marketing Agreement with IMG College, LLC, which is the official marketing representative of the Rose Bowl Operating Company and the Los Angeles campus of the Regents of the University of California. In June 2013 the Commission entered into an initial three-year agreement with IMG at an average annual cost of approximately \$103,000 plus signage production and installation costs; this agreement expired on June 30, 2016

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

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

5. Closed Session

a. Conference with Real Property Negotiators
(California Government Code Section 54956.8)

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

b. Conference with Legal Counsel – Anticipated Litigation
Significant Exposure to Litigation (California Government Code Section 54956.9(d)(2)): One potential case. Facts and Circumstances:
FAA Runway Safety Area Determinations

- c. Threat to Public Services or Facilities
(California Government Code Section 54957(a))

Consultation with Director, Public Safety

- d. Public Employee Appointment
(California Government Code Section 54957(b))

Title: Executive Director

- e. Public Employee Performance Evaluation
(California Government code Section 54957(b))

1) Title: Executive Director

2) Title: Senior Deputy Executive Director

6. Adjournment

Subject to Approval

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

MONDAY, JUNE 20, 2016

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

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

ROLL CALL

Present: Commissioners Wiggins, Quintero, Madison

Absent: None

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

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

1. **Approval of Agenda** The agenda was approved as presented.
2. **Public Comment** There were no public speakers.
3. **Approval of Minutes**
 - a. **June 6, 2016** Draft minutes for the June 6 and June 14, 2016, Legal, Governmental and Environmental Affairs Committee meetings were presented for approval.
 - b. **June 14, 2016**

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

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

4. Items for Discussion

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

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

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

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

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

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

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

5. Closed Session

The meeting did not recess to closed session.

6. Adjournment

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

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
LEGAL, GOVERNMENT AND
ENVIRONMENTAL AFFAIRS COMMITTEE
JULY 11, 2016**

RITC ART PANELS PROJECT

SUMMARY

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

The recommendations include specific physical materials and resources needed for the production and installation of six art panels on existing tube steel structures on the Hollywood Way side of the RITC, and the commission of one artist to design the images that appear on each panel. The proposed budget for this project is \$315,000, which will be funded by the remaining RITC project construction funds.

BACKGROUND

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

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

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

The Authority spent approximately \$180,000 on the components that make up the six steel structures on which the panels will be placed (approximately \$30,000 per art panel). The City has yet to agree if it will credit the cost of those structures as part of the \$377,198 APP commitment.

PROPOSAL

The Art Consultant has suggested that the Authority should consider placing art on all six of the art columns that abut Hollywood Way. This would make the most visible part of the

RITC uniform in appearance. Initially, the Authority had planned on providing a stipend to each of the three cities, to allow them to individually select an artist and create their own artistic "statement" for their respective art column. The Art Consultant, in discussion with the art coordinators from each of the three cities, now believes that instead of this approach, only one artist be selected to provide art for all six of these columns, and that each of the three Cities have input on its respective art column. The Authority would provide input on the other three art columns. Selection of one artist would ensure that the art has a unified appearance and theme.

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

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

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

Subject to the City's agreeing that the APP requirement can be met, in part, by the contribution of the steel support structures, and the balance by the applied art, this would bring the investment to a total of \$495,000 (\$180,000 plus \$315,000).

The Art Consultant will present to the Committee a suggested format for the art media, and Staff will seek a Committee recommendation to the Commission to move forward with the process of obtaining concurrence from the other two cities and, with that concurrence, moving forward with an artist selection process.

FUNDING

The estimated cost for the design, development, production and installation of the six art panels is \$315,000 and will be funded by the remaining RITC project construction funds.

STAFF RECOMMENDATION

Staff seeks a Legal, Government, and Environmental Affairs Committee recommendation to the Commission that it concur with the recommendations made by Gail Goldman, the Authority art consultant regarding the selection of art media/materials, the number of art columns to be covered, and the go-ahead to begin a selection process for an artist.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
LEGAL, GOVERNMENT AND
ENVIRONMENTAL AFFAIRS COMMITTEE
JULY 11, 2016**

IMG COLLEGE, LLC, MARKETING AGREEMENT

SUMMARY

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

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

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

IMG BACKGROUND

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

AGREEMENT DETAILS

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

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

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

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

FUNDING

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

STAFF RECOMMENDATION

Staffs seeks the Committee's recommendation that the Commission approve the Agreement with IMG, authorize Staff to issue a purchase order for an amount not to exceed \$65,000 and provide up to an additional \$5,000 for promotional material to be distributed at the Stadium, and authorize the Authority President to execute the Agreement.

MARKETING AGREEMENT

Recitals:

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

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

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

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

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

1. **Agreement Effective.** This Agreement shall be effective as of date of signing ("Effective Date").
2. **Term.** The Term of this Agreement shall be for the period of time commencing on the Effective Date and concluding June 30, 2017, unless this Agreement is earlier terminated. The Parties agree that Company shall not have any UCLA Recognition Rights, Rose Bowl Recognition Rights or other rights after the termination or expiration of this Agreement, and Company shall (subject to provisions of this Agreement) immediately cease any use of the University's names or marks ("UCLA Marks"), the City Trademarks (as defined in Exhibit 2 (attached hereto and incorporated herein by this reference), and any other rights granted hereunder upon the expiration or termination of this Agreement.
3. **Company Obligations.** In consideration of the UCLA Rights, the Rose Bowl Recognition Rights, and other rights, sponsorships and promises hereunder, Company agrees to pay to IMG the amounts on the following dates:

\$65,000 in total cash

Payment Date Net Cash Invoice Amount

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Insurance and Indemnification.

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

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

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

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

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

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

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

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

By: _____

Name: _____

Title: _____

Date: _____

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

By: _____

Damon Dukakis
General Sales Manager

Date: _____

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

By: _____

Dan Guerrero
Athletic Director

Date: _____

Exhibit 1

GRANT OF RECOGNITION RIGHTS AND OTHER RIGHTS – UCLA

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

UCLA Assets:

UCLA FOOTBALL RADIO BROADCAST NETWORK

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

LED Signage – UCLA Football

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

Distribution Rights – UCLA Football

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

Exhibit 2

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

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

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

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

Fixed Year-Round Signage

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

Permanent Website Presence

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

Print Publication

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

Social Media Promotion

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

II. ROSE BOWL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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

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

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

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

AGENDA ATTACHMENT

Hollywood Burbank Airport RITC Art Panels

Airport Authority Legal Committee

July 11, 2016



Chicago Millennium Park





Grand Rapids Calder Plaza 3





West Hollywood Library



West Hollywood Library



Cincinnati Bank Headquarters



Stockton Arena

Duralite with Image LOC

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

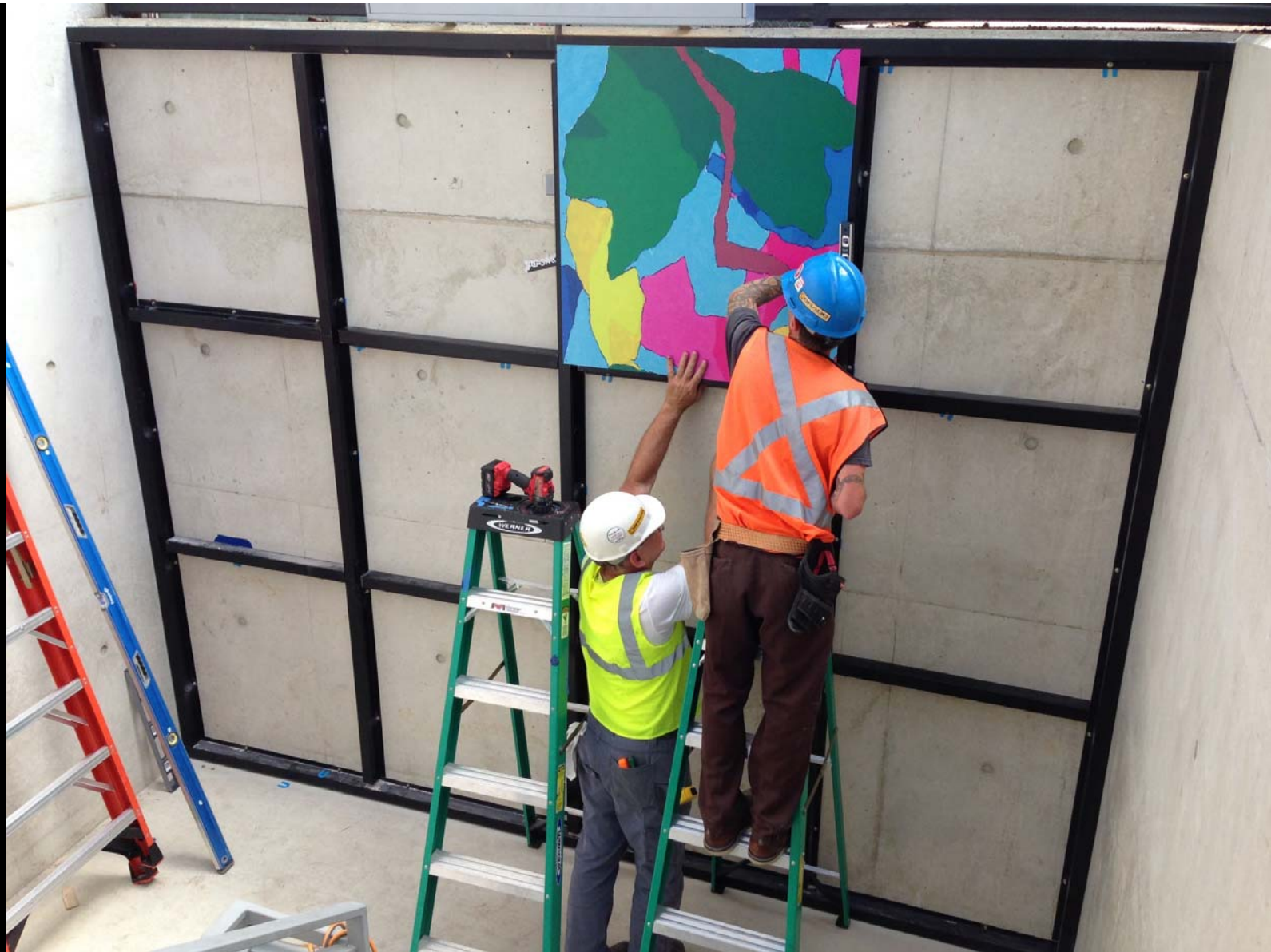


ImageLOC is approved by the National Park Service and is used as signage in parks throughout the country including the State of California. It is sole sourced by the State of Arkansas and is in use in punishing climates including the Everglades and the Sierra Nevada mountains.



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



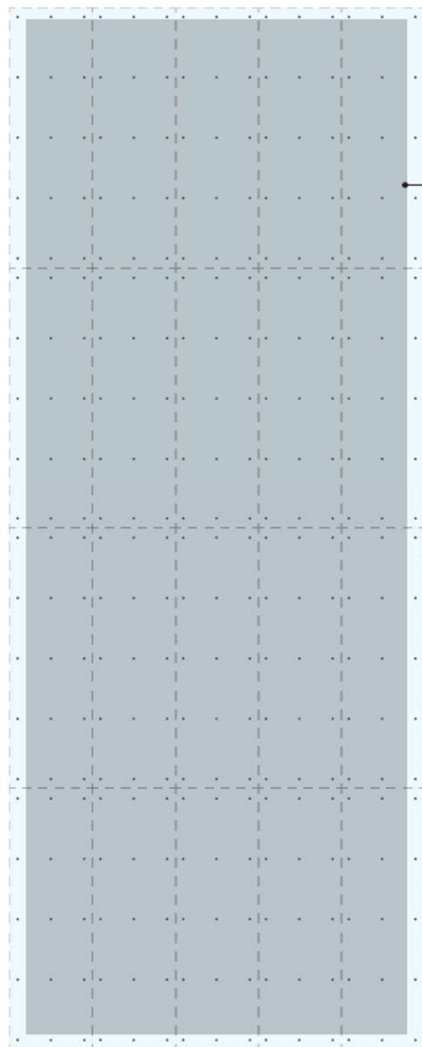






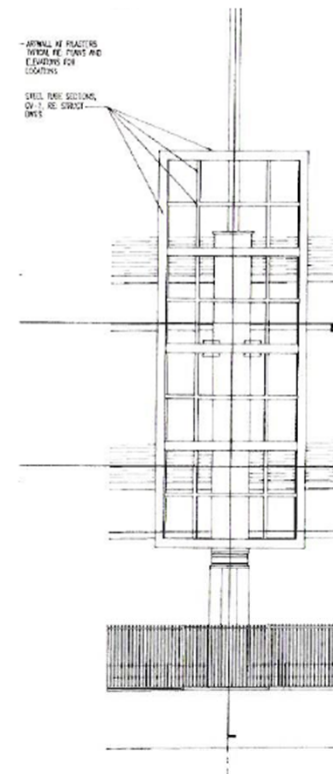


Existing tube steel structure: 167"W x 444"H
 New panel frame attaches to ext'g structure: TBD
 New Gopher panels:
 - (20) 36"W x 114"H
 - Overall dimension: 180"x 456" (15'-0" x 38'-0")



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

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



1. RITC ART PANEL ELEVATION
 SCALE: 1/4" = 1'-0"

EXISTING ART PANEL STRUCTURE ELEVATION
 SCALE: 1/4" = 1'-0"

PLEASE NOTE:
 Drawings are for concept
 purposes only. Final design,
 construction methods, materials,
 finishes are TO BE DETERMINED.



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

Project Name:
 Public Art Panels for Bob
 Hope Airport Regional
 Intermodal Transit Center
 Drawing Title:
 Art Panel & Frame
 Sign Type: n/a
 Quantity: n/a
 Scale: as noted

Client:

Bob Hope Airport
 Gail Goldman & Associates
 for Burbank-Glendale-
 Pasadena Airport Authority

Phase:
 CONCEPT
 DEVELOPMENT

Approved:
 As to _____ With Changes
 Initials:
 Date:
 Date: 04 Apr 2016
 Sheet #: Page 1











ARTIST SELECTION COMMITTEE (5 members)

- One representative from each project partner as identified by the arts commission staff from the cities of Burbank, Glendale and Pasadena.
- One representative from the Hollywood Burbank Airport Authority selected by the Executive Director.
- Public art consultant.

ARTIST SELECTION PROCESS

Artist Selection Committee reviews up to 15 prequalified regional painters who meet the requirements of the project.

- Artwork represents the highest standard of artistic excellence, innovation and originality.
- Imagery and content of the artwork responds to the character of the site, project goals, and the community it serves.
- Artist demonstrates interest in and understanding of the project.

Selected artist contracts with Hollywood Burbank Airport and develops a site-specific conceptual proposal.

- Artwork proposal is presented to Legal Committee and subsequently Airport Authority for review and approval.
- Approved artwork and budget are presented to the City of Burbank Art in Public Places Committee to ensure that it meets the Percent for Art Ordinance requirements.
- Original artwork is created and reproduced; original paintings are installed inside the Airport terminal and Art Panels are installed on the RITC.

ESTIMATED BUDGET

• Artist fees	\$90,000
• Structural Engineer	5,500
• Digital reproduction of artwork and panel design/Artefact Design	38,000
• Artwork file set-up, proofs, and fabrication/Gopher Signs, South Dakota (6 @ \$11,600)	69,600
• Substructure frame fabrication and attachment hardware/Gopher Signs (6 @ \$13,500)	81,000
• Shipping	3,600
• Installation/Wellington Signs, San Pedro (6@ \$3,000)	18,000*
• Contingency	<u>9,300</u>
TOTAL ESTIMATE	\$315,000
Available	<u>- 207,000</u>
ADDITIONAL NEEDED	\$108,000

*Does not include fees for permits, road closures, or specialized insurance.